



HOME INSURANCE

CONDOMINIUM UNIT OWNER

ME1510 – Specified Perils Form

Issued by
MORIN, ELLIOTT ASSOCIÉS LTÉE

INSURING AGREEMENT

We provide you, as a condominium unit owner, with coverage against various perils and liabilities as described or listed below, in return for payment of the premium.

A GUIDE TO YOUR INSURANCE POLICY

SECTION I – PROPERTY DAMAGE COVERAGES

This section describes the insurance on your personal property and any improvements and betterments made, acquired or rented by you. It also insures any additional living expense or fair rental value loss incurred by you if an insured occurrence makes your dwelling unfit for occupancy.

SECTION II – CIVIL LIABILITY COVERAGES

This section applies to your legal liability for unintentional bodily injury to others or damage to their property arising out of your premises or your personal actions.

It includes voluntary medical and funeral payments to others and voluntary payments to others for damage to their property. It also provides benefits to residence employees if they are injured while working for you.

USEFUL INFORMATION

Please refer to the “Table of Contents” to see how the insurance policy is structured and to locate specific information.

The insurance policy should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire insurance policy.

For a proper understanding of this insurance policy, the “Coverage Summary Page”, the endorsements and the “General Conditions” must be considered in addition to this form.

OBLIGATION TO INFORM INSURER

Both before the insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment. Such information must also be reported upon renewal of the insurance policy.

The obligation to inform the insurer is detailed in the “Declarations” section of the “General Conditions”, which deals with, among other aspects, material change of risk and the consequences of misrepresentation.

If you are unsure if you must report specific information, we recommend you contact us.

Among other information, the following must be reported:

- Any criminal conviction of an Insured;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part, for a period of more than 30 days per calendar year, whether consecutive or not;
- Any business or commercial activity on the premises;
- Any major renovation to your dwelling;
- When your dwelling becomes vacant.

IMPORTANT

This insurance policy contains various conditions, exclusions and limitations which restrict coverage. Some of them may be amended by endorsement. Please read your insurance policy carefully.

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DEFINITIONS

“You” and “your” as used in the text that follows refer to the **Insured**. “We” and “us” refer to the insurer.

Although animals are not property, they will be considered as such for the application of the present insurance policy.

Words and expressions in bold are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the entire insurance policy. However, if a definition applies only to either “Section I – **Property Damage Coverages**” or “Section II – **Civil Liability Coverages**”, it will be so stated.

Additional living expense means any necessary increase in living expenses, including moving expenses, incurred by the **Insured** to maintain his or her regular standard of living.

Bodily injury means bodily injury, sickness or resulting death.

Business means any continuous or regular pursuit undertaken for **remuneration** including a trade, profession or occupation.

Cash card or **plastic money** means a card or other medium storing electronic cash and used as a method of payment, which at the time of the purchase transaction does not require any personal identification number (PIN), signature or authorization.

Civil authority means an authority as defined under the *Civil Protection Act* or any other act or regulation.

Common portion means those common portions as described in the Declaration of co-ownership, but not **common portion for exclusive use**.

Common portion for exclusive use means those **common portions** that are reserved for your exclusive use, as described in the Declaration of co-ownership.

Computer software means computer programs or instructions stored on electronic media, excluding video games of any kind.

Data means information (including facts, concepts or execute statements) electronically represented in any form whatsoever.

Data problem means:

- (a) Erasure, destruction, corruption, misappropriation or misinterpretation of **data**.
- (b) Error in creating, amending, entering, deleting or using **data**.
- (c) Inability to receive, transmit or use **data**.

Detached private structure means a permanent structure or building on the **premises** or **common portions** separated from the dwelling building by a clear space or only connected to the dwelling building by a fence, utility line or similar connection. Such structures or buildings must not be used for residence purposes, either in whole or in part.

Domestic water container or appliance includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, spas, saunas, fountains and other basins.

Drawn machinery means a trailer without a load space that is used to carry only equipment or machinery which is permanently installed upon it.

Fair rental value means the amount of rent you would have received, less any expenses that do not continue because of the occurrence.

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or **spores** or resultant mycotoxins, allergens, or pathogens.

Insured means the person(s) named as insured on the “Coverage Summary Page”, and

- (a) While living with the Insured in the same household:
 - his or her **spouse**;
 - the relatives of either;
 - any person under 18 years of age in their care; and
 - any person 18 years of age or over under their legal custody, if named on the “Coverage Summary Page”.

- (b) A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling described on the “Coverage Summary Page” serves as the named Insured’s primary residence.

- (c) Applicable to “Section II – **Civil Liability Coverages**” only:
 - Any person having authorized use of or custody of an animal not excluded under this insurance policy and owned by the Insured (but not in the course of any **business**);
 - A **residence employee** while performing duties for you;
 - If the Insured dies while this policy is in force:
 - his or her legal representative, but only with respect to legal liability arising out of ownership, maintenance or use of the **premises** and while he or she has custody thereof;
 - any person who was insured under this policy before the Insured’s death and who continues to reside on the **premises**.

Occurrence means:

- (a) Applicable to “Section I – **Property Damage Coverages**” only:

An event causing loss or damage; all loss or damage having the same origin will be considered as one occurrence.
- (b) Applicable to “Section II – **Civil Liability Coverages**” only:

An event causing loss, injury or damage; all loss, injury or damage having the same origin will be considered as one occurrence, regardless of the number of claimants.

Plumbing system means water supply, distribution and drainage piping located within the lot lines of the condominium property, including appliances and equipment attached thereto.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

Waste also includes materials that are to be recycled, recovered and reused.

Premises means:

- (a) The **unit** described on the “Coverage Summary Page” as well as your **common portion for exclusive use**.
- (b) Premises used as a residence by **students** insured under this insurance policy.
- (c) Applicable to “Section II – **Civil Liability Coverages**” only:
 - Secondary residences and other dwellings, provided they are specifically described on the “Coverage Summary Page”.
 - Premises where you are residing temporarily or which you are using temporarily, provided that:
 - you do not own such premises; and
 - you are neither the tenant nor user of the premises under the terms of an agreement for more than 180 consecutive days.
 - Subject to the coverage period, premises located within the lot lines of your newly acquired principal residence, provided that:
 - such premises are not covered by another insurance policy; and
 - such newly acquired principal residence is located in Canada.The coverage period is for 30 consecutive days:
 - It commences when you acquire ownership of, rent or occupy the premises, whichever occurs first.
 - It ends upon expiration of the 30 day period or upon termination of this insurance policy, whichever occurs first.
 - Individual or family cemetery plots or burial vaults located in Canada and for which you are responsible.
 - **Vacant** land in Canada you own or rent, excluding farm land.
 - Land in Canada where an independent contractor is building a one-unit or two-unit dwelling to be occupied by you.

Property damage means damage to or destruction of property.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for you in connection with the maintenance or use of the **premises**, including personal services. This does not include persons performing duties in connection with your **business** or under an independent contractor agreement or service agreement.

Retention tank or holding pond means a tank in which surface, ground or storm water runoff is held temporarily before being released gradually into the drainage system.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

Spouse means:

- (a) A person who is married to or has entered into a civil union with another person and is living with that person.
- (b) A person who is not married but has lived in a marital relationship in the same household for at least one year with another person who is publicly presented as his or her spouse. Such person will be considered to be a spouse in the following cases:
 - A child has been born or is to be born of their union;
 - They have adopted a child together;
 - One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends a school, college or university on a full-time basis.

Syndicate means the legal entity that represents the condominium unit owners.

Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

Transportation accident means collision or upset of a vehicle or a trailer, derailment of a train, crashing of a plane or stranding or sinking of a boat or **watercraft**.

Unit means the private portion that is your exclusive property, as described in the Declaration of co-ownership.

Vacant refers to circumstances where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to reside in the dwelling building. A newly constructed dwelling is vacant after it is completed and before the occupants move in.

Watercraft means, in addition to the usual definition, pedal boats, rafts and sailboards.

SECTION I – PROPERTY DAMAGE COVERAGES

We insure only **occurrences** that arise while this insurance policy is in force.

AMOUNTS OF INSURANCE

The amount of insurance for each of Coverage A, C and D is written on the “Coverage Summary Page”.

Upon renewal of the insurance policy, if “Inflation Protection” is written on the “Coverage Summary Page”, we will automatically increase the amounts of insurance written on the “Coverage Summary Page” for Coverage A, C and D according to the inflation.

This coverage does not apply to mobile homes.

COVERAGE A – DWELLING AND IMPROVEMENTS AND BETTERMENTS

We insure:

- (1) When the following are made, acquired or rented by you:
 - (a) Improvements and betterments made to your **unit** and **common portion for exclusive use**.
 - (b) Temporary or permanent outdoor installations, whether assembled or not, located on the **premises** or **common portions**.
Such installations include **detached private structures** and car shelters.
 - (c) Building fixtures and fittings removed from the premises and common portions for repair or seasonal storage.
The amount of insurance for such fixtures and fittings is equal to 10% of the amount of insurance written on the Coverage Summary page for “Coverage A – Dwelling and Improvements and Betterments”.
 - (d) Docks located on dry land of the **premises** or **common portions**.
We also insure docks located:
 - along the shore of the condominium property;
 - on dry land of an adjacent site of the condominium property.
- (2) Materials and supplies intended for use in construction, alteration or repair of improvements or betterments that have been made to your **unit** or **common portion for exclusive use** and that are:
 - on the **premises**;
 - in the **common portions**;
 - on areas adjacent to the condominium property;
 - being transported.
- (3) The immovable elements of your **unit**, excluding improvements and betterments.

This coverage applies only if the **syndicate** has no insurance, its insurance is inadequate or it is not effective.

Limitation of Amount Payable for Certain Property

We will pay a maximum amount of \$5,000 for loss or damage caused by an insured peril to wind turbines, whether assembled or not, including their equipment and accessories.

COVERAGE C – PERSONAL PROPERTY (CONTENTS)

(1) Property Located on the Premises

When the following are located on the **premises** or **common portions**, we insure:

- (a) Personal property that is usual to a dwelling and that you own or use, including the following motorized vehicles:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 22 kW (30 HP);
 - Boats or **watercraft**;
 - Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;

- Golf remote-control caddies;
- Scooters and electric bicycles with a maximum speed of 32 km/h;
- Electric vehicles for children with a maximum speed of 10 km/h.

(b) **Drawn machinery** and trailers designed solely to transport a boat or **watercraft** and used as such.

(c) Personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and located at the **student’s** residence.

The amount of insurance for such personal property is equal to 10% of the amount of insurance written on the “Coverage Summary Page” for “Coverage C – Personal Property (Contents)” or \$2,500, whichever is the greater.

(d) If you wish, and provided that it is not covered by any other insurance, personal property that is usual to a dwelling and that belongs to others, while such property is in your possession and located in a portion of the **premises** which you occupy.

(2) Property Temporarily Away from the Premises

When the following are temporarily away from the **premises** and **common portions**, and for an amount of insurance equal to 10% of the amount of insurance written on the “Coverage Summary Page” for “Coverage C – Personal Property (Contents)” or \$2,500, whichever is the greater, we insure:

- (a) Personal property that is usual to a dwelling and that you own or use, including the following motorized vehicles:
 - Lawn mowers, snow blowers and garden-type tractors with a maximum power output of 22 kW (30 HP);
 - Boats or **watercraft**;
 - Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
 - Golf remote-control caddies;
 - Scooters and electric bicycles with a maximum speed of 32 km/h;
 - Electric vehicles for children with a maximum speed of 10 km/h.
- (b) **Drawn machinery** and trailers designed solely to transport a boat or **watercraft** and used as such.
- (c) Personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and not located at the **student’s** residence.
- (d) If you wish, and provided that it is not covered by any other insurance and that it is usual to a dwelling:
 - personal property belonging to others and in your possession;
 - personal property belonging to your **residence employees** travelling for you.

Limitation of Amount Payable for Certain Personal Property

Should a personal property item be subject to more than one limitation, only the lowest limitation will apply.

- (A) In the event of an insured **occurrence**, for all property items belonging to a category listed in (1) to (10) below, we will pay a maximum amount of:
 - (1) \$200 for bullion, bank notes and money, including **cash cards**, **plastic money** and gift certificates.
 - (2) \$1,000 for securities.
 - (3) \$1,000 for boats or **watercraft**, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers.

- (4) \$1,000 for **computer software**.
 - (5) \$1,000 for animals.
 - (6) \$2,000 for goods or samples intended for sale but not pertaining to a **business**.
 - (7) \$5,000 for lawn mowers, garden-type tractors, snow blowers and **drawn machinery**, including their equipment and accessories.
 - (8) \$5,000 for wine and spirits, up to \$100 per container.
 - (9) \$1,000 for collectible cards.
Collectible cards include, but are not limited to, sports or entertainment personality cards.
 - (10) \$1,000 for each pedal or electric bicycle, including its equipment and accessories, whether or not attached to a bicycle.
- (B) In the event of theft, and provided theft is mentioned as an insured peril on the “Coverage Summary Page”, for all property items belonging to a category listed in (1) to (8) below, we will pay a maximum amount of:
- (1) \$1,000 for manuscripts and numismatic and philatelic property.
 - (2) \$1,000 for jewellery, precious or semi-precious stones, pearls and watches.
 - (3) \$1,000 for fur garments, garments trimmed with fur and all other fur items.
 - (4) \$1,000 for tape recorder and VCR tapes, vinyl records, compact discs, video DVDs or other similar audio or video media.
 - (5) \$1,000 for video games of any kind.
 - (6) \$1,000 for collections not subject to any other limitation.
 - (7) \$5,000 for silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware not subject to any other limitation.
 - (8) \$5,000 for works of art not subject to any other limitation.
Works of art include, but are not limited to:
 - paintings, pictures, drawings, etchings, engravings, prints and lithographs, including their frames;
 - sculptures, statuettes and assemblages;
 - hand-made rugs and tapestries.

COVERAGE D – ADDITIONAL LIVING EXPENSE AND FAIR RENTAL VALUE

The amount of insurance written on the “Coverage Summary Page” for Coverage D is the maximum that we will pay per **occurrence** for all of coverage (1) and (2) below.

The benefit periods, as indicated below, will not be interrupted by the expiration of your insurance policy.

We insure:

(1) Additional living expense:

- (a) When your dwelling is made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence**.

Payment will be made solely for the reasonable time required to repair or rebuild the dwelling building or, if you permanently relocate, the reasonable time required for you to permanently settle into a new dwelling.

- (b) When a **civil authority** prohibits access to your dwelling building or orders your dwelling to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril.

Payment will be made for a period not exceeding 14 days per event.

The common exclusion “Loss or Damage Caused by a **Pollutant**” does not apply to the coverage outlined in paragraph (b).

(2) Loss of fair rental value:

- (a) When all or part of your dwelling or its **detached private structures** rented to others or held for rental by you are made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy.

Payment will be made solely for the reasonable time required to repair or rebuild the damaged building.

- (b) When a **civil authority** prohibits access to your dwelling or orders your dwelling to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.

Payment will be made for a period not exceeding 14 days per event.

The common exclusion “Loss or Damage Caused by a **Pollutant**” does not apply to the coverage outlined in paragraph (b).

WE DO NOT INSURE the loss of **fair rental value** resulting from the termination of leases or agreements.

EXTENSIONS OF COVERAGE

The extensions of coverage outlined below apply subject to the following conditions:

- (a) Unless specified otherwise, the amounts payable under these extensions of coverage are included in the amounts of insurance written on the “Coverage Summary Page” for Coverage A, C and D.
- (b) All the limitations and exclusions of this insurance policy apply to these extensions of coverage.

(1) Debris Removal

When insured property is damaged by an insured peril under this insurance policy, we will pay necessary expenses incurred to:

- (a) Remove from the **premises** and **common portions** the debris of such property.

However, when the damaged property is plants, the limitation applicable to debris removal expenses set out in “Extensions of Coverage – Outdoor Growing Plants” replaces this paragraph.

- (b) Remove from the **premises** the debris cluttering such property so that the property can be repaired or demolished.
- (c) Clear access on the **premises** to such property so that the property can be repaired or demolished. However, WE WILL NOT PAY expenses to remove from the **premises** objects obstructing access.

(2) Fire Department Charges

We will pay the charges that are levied against you when a fire department of a municipality, other than the one where the dwelling building is located, is called to respond on the **premises** or **common portions** owing to an insured **occurrence**.

We will pay a maximum amount of \$1,000.

This amount is payable in addition to the amounts of insurance written on the “Coverage Summary Page” for Coverage A, C and D.

(3) Moving and Storage Expenses

We will pay necessary expenses incurred to move and store your contents, only if they must be removed so that repairs can be made to the dwelling building damaged by an insured **occurrence** under this insurance policy.

However, the benefit will not exceed 50% of the amount of insurance under “Coverage C – Personal Property (Contents)” written on the “Coverage Summary Page”.

This amount is payable in addition to the amount of insurance under “Coverage C – Personal Property (Contents)” written on the “Coverage Summary Page”.

(4) Tear Out and Repair

We will pay the cost of tearing out and repairing improvements and betterments made, acquired or rented by you located on the **premises** as needed to allow repairs to be made to the **plumbing system, domestic water containers or appliances** or their equipment having caused insured water damage.

(5) Business Property

We cover insured personal property pertaining to a **business**, up to \$2,000.

Personal property pertaining to a **business** includes, but is not limited to:

- Computer equipment and **computer software**;
- Instruments;
- Books;
- Goods;
- Tools;
- Clothing.

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
- (b) The property is insured solely against the perils covered by this insurance policy.

(6) Credit or Debit Cards and Forgery

(This coverage applies only if theft is mentioned as an insured peril on the “Coverage Summary Page”.)

- (a) We insure the financial loss you incur as a result of the unauthorized use of a credit or debit card issued in your name.
- (b) We insure the financial loss you incur as a result of unauthorized electronic transactions conducted in your name.

The coverage outlined in (a) and (b) applies subject to the following conditions:

- The unauthorized use or transactions were not made by an **Insured**.
- The cardholder complied with all the terms of issue and use imposed by the company that issued the card.
- (c) We insure the financial loss you incur as a result of the forgery or counterfeiting of cheques, drafts or other negotiable instruments.
- (d) We insure the financial loss you incur as a result of your acceptance in good faith of counterfeit paper currency.

For coverages (a), (b), (c) and (d) combined, we will pay a maximum amount of \$1,000.

(7) Food in a Freezer or Refrigerator

We insure loss or damage caused directly to foods contained in a freezer or refrigerator which is located in your dwelling and stops working because of a mechanical breakdown or power interruption.

We will also pay the reasonable expenses incurred by you to preserve the food while the appliances are being repaired or until power is restored.

We will pay a maximum amount of \$1,000, regardless of the number of appliances that stop working at the same time.

This coverage does not apply when the power interruption is caused by the disruption of a circuit breaker or fuse in your dwelling or by disconnection of the power supply of the appliance, whether accidental or not.

(8) Outdoor Growing Plants

We insure loss or damage caused directly to trees, shrubs, plants and lawns located outdoors which you exclusively own and which are located on the **premises** or **common portions** by one of the following insured perils:

- Fire;
- Lightning;
- Explosion;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Theft or attempted theft (only if theft is mentioned as an insured peril on the “Coverage Summary Page”).

We will pay a maximum amount of \$250 per tree, shrub or plant. This amount includes expenses to remove from the **premises** debris from the damaged plants.

However, the amount payable cannot be greater than 5% of the amount of insurance written on the “Coverage Summary Page” for “Coverage A – Dwelling and Improvements and Betterments”.

(9) Property Located Away From the Premises

We cover insured personal property located anywhere in Canada, other than at the principal residence described on the “Coverage Summary Page” or the residence of a **student** insured under this insurance policy.

This coverage applies when the damage is excluded solely due to application of:

- (a) Paragraph (3) of the “Property Excluded” section (which relates to property usually located elsewhere than the dwelling described on the “Coverage Summary Page”); or
- (b) Paragraph (a) of the “Theft or Attempted Theft” peril under the “Insured Perils” section (which relates to theft occurring in any location you own or rent).

We will pay a maximum amount of \$1,000.

(10) Property Removed From the Premises as a Precaution

As a result of an insured **occurrence**, we cover insured personal property removed from the **premises** to protect it from loss or damage.

This coverage applies subject to the following conditions:

- (a) The property is insured solely against the perils covered by this insurance policy.
- (b) The coverage period is 60 consecutive days, but not beyond the expiry of this insurance policy.

The limitation regarding the amount of insurance set out in “Coverage C – (2) Property Temporarily Away From the **Premises**” does not apply.

(11) Property When Moving to Another Home

We cover insured personal property when you move, up to the amount of insurance written on the “Coverage Summary Page” for “Coverage C – Personal Property (Contents)”.

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
- (b) The property is insured solely against the perils covered by this insurance policy.
- (c) The coverage period is for 30 consecutive days.
It commences when the first item of personal property leaves your principal residence.
It ends upon expiration of the 30-day period or upon termination of this insurance policy, whichever occurs first.
- (d) During the coverage period, the personal property is insured, in Canada:
 - When located at the principal residence that you are leaving;
 - While in transit between the two principal residences;
 - When located at your new principal residence.

(12) Change of Temperature

We insure loss or damage caused directly by a change of temperature to insured personal property located in your dwelling.

This coverage applies only if the change of temperature results from damage caused to the dwelling building or its equipment by an insured peril.

(13) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril.

This coverage applies solely to computer **data** for which a licence or fees have been paid, including music files and digital books, but does not apply to computer **data** pertaining to a **business**.

We will pay a maximum amount of \$500.

(14) Loss to Common Portions

We will pay your share of any special assessment imposed under the Declaration of co-ownership arising from loss or damage to **common portions or common portions for exclusive use** caused by an insured peril under this insurance policy.

This coverage applies only if the **syndicate** has no insurance, its insurance is inadequate or it is not effective.

We will pay up to \$20,000 in addition to the amounts paid for Coverage A, C and D.

This coverage does not apply to your share of any special assessment resulting from the application of a deductible.

INSURED PERILS

You are insured against loss or damage caused directly to insured property by the following perils.

However, all exclusions and limitations contained in this insurance policy apply.

- (1) Fire
- (2) Lightning
- (3) Fluctuations in artificially generated electric currents
- (4) Explosion
- (5) Smoke due to a sudden and accidental malfunction of any heating or cooking unit or fireplace
- (6) Impact by objects which strike the exterior of your dwelling building or its **detached private structures**
- (7) Impact with a vehicle or aircraft

HOWEVER, WE DO NOT INSURE loss caused to animals.

We insure loss or damage caused to any of the following insured vehicles due to collision with a pedestrian:

- Bicycles;
- Scooters;
- Wheelchairs;
- Three-wheeled scooters;
- Four-wheeled scooters;
- Garden-type tractors.

- (8) Riot
- (9) Vandalism

HOWEVER, WE DO NOT INSURE loss or damage caused by an act of vandalism:

- (a) Committed while the dwelling building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.
Exclusion (a) above applies from the date construction begins or the date the dwelling building becomes **vacant**.
- (b) Committed during theft or attempted theft, except if theft is mentioned as an insured peril on the "Coverage Summary Page".
- (c) Resulting from the use of all or part of the **premises** for drug operations.

Drug operations include cultivating, harvesting, processing, manufacturing, distributing or selling any substance regulated under the *Controlled Drugs and Substances Act*.

(10) Loss or damage caused by a pollutant

We insure loss or damage caused directly by discharge, dispersal, release or escape of:

- (a) **Pollutants** (including fuel oil) when this discharge, dispersal, release or escape results from:
 - an insured peril;
 - a **transportation accident**.
- (b) Fuel oil when this discharge, dispersal, release or escape:
 - originates from locations near the **premises**;
 - occurs on the **premises** during a fuel oil delivery which you did not request.

(11) Water damage

- (a) We insure loss or damage caused by water originating from sudden and accidental rupture, escape, overflow or spilling of:
 - public water mains carrying drinking water;
 - a **plumbing system** (certain **plumbing systems** are subject to exclusions);
 - **domestic water containers or appliances** or related equipment.
- (b) We insure loss or damage caused by water that enters the building through an opening which has been created suddenly and accidentally by an insured peril.

HOWEVER, WE DO NOT INSURE:

- (a) Loss or damage caused by water originating from continuous or repeated escape, overflow or backing up of water, whether or not you were aware of such escape, overflow or backing up.
- (b) Loss or damage caused by water originating from escape, overflow or backing up of:
 - eavestroughs, downspouts or rainwater leaders;
 - French drains;
 - sewer connections;
 - sewers;
 - septic tanks, drain fields or other wastewater treatment systems;
 - ditches;
 - sumps, **retention tanks** or **holding ponds**.

Loss or damage caused by water originating from an overflowing sump, **retention tank** or **holding pond** remain excluded even if the overflow is caused by a discharge pump that stops working due to a power outage caused by windstorm, rain, hail, freezing rain or a combination of these.

- (c) Loss or damage caused by water originating from a rupture due to freezing of a **plumbing system** or of a **domestic water container or appliance** located inside an unheated building, during the regular heating season, or outside a building.

However, we insure loss or damage caused directly by water originating from rupture of the drinking water main supplying the dwelling building.

- (d) Loss or damage caused by water originating from a rupture due to freezing of a **plumbing system** or of a **domestic water container or appliance** located inside a heated building, during the regular heating season, when the **premises** have been unoccupied for more than seven consecutive days.

However, exclusion (d) above does not apply if, beyond that seven-day period:

- you arranged for a competent person to enter your dwelling daily to make sure that heating was being maintained; or
- you shut off the water supply and drained all the installations and appliances.

In addition, we insure loss or damage caused directly by freezing to insured property located inside a heated building if either of the above precautions has been taken.

- (e) Loss or damage caused by ground or surface water entering or seeping into the building.

However, exclusion (e) above does not apply if the water enters or seeps in through an opening which was created suddenly and accidentally by an insured peril.

- (f) Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping through the roofs or walls of the building, or an opening therein.

However, exclusion (f) above does not apply if the water enters or seeps through an opening which was created suddenly and accidentally by an insured peril.

- (g) Loss or damage caused by run-off of ground or surface water.

- (h) Loss or damage caused by water while the dwelling building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

Exclusion (h) above applies from the date construction begins or the date the dwelling building becomes **vacant**.

(12) Hail

HOWEVER, WE DO NOT INSURE loss or damage to wind turbines.

(13) Windstorm

HOWEVER, WE DO NOT INSURE loss or damage to wind turbines.

(14) Accidental breakage of glass that is part of the improvements and betterments made, acquired or rented by you, including glass in storm windows and storm doors.

HOWEVER, WE DO NOT INSURE glass breakage which occurs while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion applies from the date that construction begins or the date that the dwelling building becomes **vacant**.

(15) **Transportation accident** while the insured property is located in or on any motorized vehicle or attached trailer, train, aircraft, boat or **watercraft**

(16) Theft or attempted theft

(Only if theft is mentioned as an insured peril on the “Coverage Summary Page”)

HOWEVER, WE DO NOT INSURE loss, damage or expenses caused by theft or attempted theft:

- (a) Occurring at any location which you own or rent, other than the primary dwelling described on the “Coverage Summary Page” or the residence of **students** insured under this insurance policy.

However, exclusion (a) above does not apply if the theft or attempted theft occurs while you are temporarily living at the location.

Refer also to “Extensions of Coverage – Property Located Away From the **Premises**”.

- (b) Committed by any tenant or member of the tenant’s household to property used by them.

- (c) Of any part of a dwelling building under construction on the **premises or common portions**.

Materials and supplies for use in the construction and personal property located on or adjacent to the area are also excluded.

Exclusion (c) above applies until construction is completed and the dwelling building is ready to be occupied.

- (d) Of any part of a building that is under construction off the **premises or common portions**.

Materials and supplies for use in the construction and personal property located on or adjacent to the area are also excluded.

Exclusion (d) above applies until construction is completed and the building is ready to be occupied.

- (e) Occurring while the dwelling building is **vacant**, even if we agreed to maintain this insurance policy in force during the vacancy period.

Exclusion (e) above applies from the date the dwelling building becomes **vacant**.

- (f) Of animals.

- (g) Of insured property stored in a warehouse after the first 30 days of storage. This 30-day period commences on the date you begin to store property but does not extend beyond the date your policy term ends.

PROPERTY EXCLUDED

WE DO NOT INSURE:

- (1) Any property illegally acquired or kept.
- (2) Any property lawfully seized or confiscated.
- (3) Personal property normally kept at any location other than the dwelling described on the “Coverage Summary Page”.

However, refer to “Extensions of Coverage – Property Located Away From the **Premises**”.

- (4) Property, or a part thereof, that caused the **occurrence**, including but not limited to cases where the damage results from the breakdown, inherent vice or nature of the property.

- (5) Personal property at any fairground, exhibition or exposition for the purpose of its exhibition or sale.

- (6) Personal property related to **business**.

However, refer to “Extensions of Coverage – Business Property”.

- (7) (a) Spas or swimming pools installed outside the dwelling building and their equipment, regardless of where the equipment is located.

(b) Uninstalled spas or swimming pools and their equipment, wherever located.

(c) Patios and decks not attached to the dwelling building and giving direct access to spas or swimming pools.

(d) Sidewalks which surround inground swimming pools and are essential to its installation.

- (8) Docks other than those insured under “Coverage A – Dwelling and Improvements and Betterments”.

- (9) (a) Motorized vehicles, other than those insured under paragraphs (1)(a) and (2)(a) of “Coverage C – Personal Property (Contents)”.

(b) Parts, furnishings, equipment and accessories designed exclusively for motorized vehicles, other than those insured under “Coverage C – Personal Property (Contents)”, that you own or that are in your care, custody or control.

(c) Trailers other than those insured under “Coverage C – Personal Property (Contents)”.

(d) Aircraft and related parts, furnishings, equipment and accessories, including scale models and drones, except for unmodified toys intended for children under age 14.

- (10) Do-it-yourself kits to build an aircraft or motorized vehicle, other than those insured under “Coverage C – Personal Property (Contents)”.

- (11) Personal property of roomers or boarders who are not related to you, unless they are named on the “Coverage Summary Page”.

- (12) Exterior trees, shrubs, plants and lawns.

However, refer to “Extensions of Coverage – Outdoor Growing Plants”.

COMMON EXCLUSIONS

The following exclusions apply to “Coverage A, C and D”, as well as to “Extensions of Coverage”. They apply in addition to all other exclusions indicated in this insurance policy.

(1) By-laws

WE DO NOT INSURE loss, damage or expenses arising directly or indirectly from the enforcement of any by-law, regulation, ordinance or law that regulates zoning or the demolition, replacement, repair or construction of buildings or structures and that makes it impossible to repair or return the property to its condition as it was prior to the loss.

(2) Contamination

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by contamination resulting from infectious disease.

(3) Data

WE DO NOT INSURE loss or damage caused directly or indirectly:

- (a) to **data** (however, refer to “Extensions of Coverage – Loss of Computer **Data**”);
- (b) by a **data problem**.

However, we insure loss or damage caused directly to insured property by one of the following insured perils that results from a **data problem**:

- Fire;
- Explosion;
- Fluctuations in artificially generated electric currents;
- Smoke;
- Water damage.

(4) Defects

WE DO NOT INSURE loss or damage caused by mechanical, electrical or electronic breakdown or malfunction or by defects, unless such loss results directly from a fluctuation in artificially generated electric currents or lightning.

WE DO NOT INSURE the cost to repair defective or malfunctioning property or property that breaks down.

However, we insure loss or damage caused directly to insured property by an insured peril resulting from such defect, malfunction or breakdown.

(5) Earthquake, Erosion and Other Geological Phenomena

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami or soil erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

(6) Other Ground Movement

WE DO NOT INSURE loss or damage caused by compaction, expansion, settling or any other ground movement attributable to:

- the drying out, irrigation or drainage of the ground;
- cold, heat, freezing or thawing;
- the weight of a building, backfill or any other installation.

However, we insure loss or damage caused directly to insured property by an insured peril resulting from such ground movement.

(7) Flood

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by flood.

Flood includes waves, tides, tidal waves, tsunamis, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from flood.

(8) Gradual Damage

WE DO NOT INSURE:

- (a) Wear and tear to, or gradual deterioration of, property.
- (b) Loss or damage caused by rust, corrosion, dampness, condensation, extremes of temperature, wet or dry rot, **fungi** or **spores**.
- (c) Repeated damage to property.

However, we insure loss or damage caused directly to insured property by an insured peril resulting from such gradual damage.

(9) Impact by Water-borne Objects

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by impact by water-borne objects, including ice.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from such an impact.

(10) Loss or Damage Caused by a Pollutant

WE DO NOT INSURE:

- (a) Loss or damage caused by **pollutants** (including fuel oil) which are discharged, dispersed or released or which escape as part of an industrial or agricultural activity.

However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from an insured peril.

We also insure loss or damage caused directly to insured property by an insured peril resulting from such discharge, dispersal, release or escape.

- (b) Loss or damage caused by the discharge, dispersal, release or escape of fuel oil from:

- any tank, apparatus or supply line located on the **premises**;
- any tank, apparatus or supply line that you own or that is in your care, custody or control, wherever located.

Exclusion (b) above applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from a fire or explosion.

We also insure loss or damage caused directly to insured property by an insured peril resulting from such discharge, dispersal, release or escape.

(11) Moving of Buildings

- (a) WE DO NOT INSURE loss or damage resulting from moving the dwelling building or **detached private structures**, from the moment the building or structure is removed from its foundation or supports until the moment it is attached to a permanent foundation or to permanent supports.

Exclusion (a) above applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- (b) WE DO NOT INSURE loss or damage:

- resulting from moving your mobile home or its **detached private structures**;
- occurring while the jacks or levelers for your mobile home have been removed and while utility hook-ups have been disconnected.

However, exclusion (b) above does not apply if the mobile home must be moved in an emergency to protect against an insured peril.

(12) Nuclear Incident

- (a) WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by any nuclear accident as defined in any nuclear liability act, law or statute, or by nuclear explosion.
- (b) WE DO NOT INSURE loss or damage caused by contamination by radioactive material.

These exclusions apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

(13) Reactive Minerals

WE DO NOT INSURE loss or damage caused by pyrite, pyrrhotite or any other reactive mineral, whether in the ground or in a construction.

However, we insure loss or damage caused directly to insured property by an insured peril resulting from such minerals' reaction.

(14) Rental of Your Dwelling

WE DO NOT INSURE **occurrences** resulting from rental of all or part of your dwelling for more than 30 days per calendar year, whether consecutive or not.

However, this exclusion does not apply if mentioned on the "Coverage Summary Page".

(15) Terrorism

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

(16) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises** or **common portions**, is used, with your knowledge, for:

- (a) **Business** purposes not mentioned on the "Coverage Summary Page";
- (b) Farming purposes for **remuneration** not mentioned on the "Coverage Summary Page";
- (c) Criminal activity.

(17) Vacancy

WE DO NOT INSURE **occurrences** that occur after the dwelling building has, with your knowledge, been **vacant** for more than 30 consecutive days.

(18) War

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

(19) Water Table

WE DO NOT INSURE loss, damage or expenses resulting directly or indirectly from the water table.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion due to the water table.

(20) Wilful Negligence or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any wilful negligence or criminal act by an **Insured**.

However, this exclusion does not apply to an **Insured** who has not committed and is not involved in the wilful negligence or criminal act.

(21) Work on Property

WE DO NOT INSURE loss or damage to property while the property is being worked on or undergoing any process when such loss results directly from the work or process.

However, we insure loss or damage caused directly to insured property by an insured peril resulting from such work.

BASIS OF SETTLEMENT

Subject to the “General Conditions” of the policy, we will pay for any insured loss or damage arising out of an **occurrence**, up to the applicable amount(s) of insurance.

After each **occurrence**, you remain covered for the same amounts of insurance. Any payment for loss or damage will not reduce the amounts of insurance provided by this policy.

If any property is subject to more than one limitation, only the lowest limitation will apply.

Increasing of Amounts of Insurance (Inflation Related)

In the case of an insured **occurrence**, we will automatically increase the amounts of insurance written for Coverage A, C and D on the “Coverage Summary Page” according to the inflation increase since the most recent change to these amounts.

This protection applies only if “Inflation Protection” is written on the “Coverage Summary Page”.

Deductible

The deductible is the amount of the insured loss that you must assume. This amount is written on the “Coverage Summary Page”.

The deductible applies before any limitation.

DWELLING AND IMPROVEMENTS AND BETTERMENTS

For loss or damage sustained by property insured under “Coverage A – Dwelling and Improvements and Betterments”, we will pay based on one of the two options below.

If the conditions of “Option 1 – Repair or Replacement Cost Without Deduction for Depreciation” are not met, we will pay for the insured loss or damage based on “Option 2 – Actual Cash Value”.

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

If the following conditions are met, we will pay the cost, at the date of the **occurrence**, to repair or replace, whichever is lower, the property covered under “Coverage A – Dwelling and Improvements and Betterments”.

- (a) Repair or replacement must be made on the same location.
- (b) Materials used to repair or rebuild must be of similar quality as the materials in place prior to the **occurrence**.
- (c) Repair or replacement must be done within a reasonable time after the **occurrence**.
- (d) The building occupancy must be the same as prior to the **occurrence**.

The amount of insurance paid will not take into account depreciation.

This option does not apply to dilapidated **detached private structures** that are not useable for their original purpose.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or to replace, whichever is lower, at the date of the **occurrence**, using materials of similar quality as the materials in place prior to the **occurrence**, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property before the **occurrence**, its resale value and its life expectancy.

PERSONAL PROPERTY

For loss or damage sustained by personal property insured under “Coverage C – Personal Property (Contents)”, we will pay based on one of the two options below.

If the conditions of “Option 1 – Repair or Replacement Cost Without Deduction for Depreciation” are not met, we will pay for the insured loss or damage based on “Option 2 – Actual Cash Value”.

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

This option is available only if mentioned on the “Coverage Summary Page”.

If the following conditions are met, we will pay the cost, at the date of the **occurrence**, to repair or replace, whichever is lower, the personal property covered under “Coverage C – Personal Property (Contents)”.

- (a) Repair or replacement must be made with property of like kind and quality.
- (b) Repair or replacement must be made within a reasonable time after the **occurrence**.

The amount of insurance paid will not take into account depreciation.

This option does not apply to:

- property that was not useable for its original purpose or had not been maintained in workable condition;
- objects that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and sculptures;
- objects whose age or history contributes to their value, such as memorabilia, souvenirs and collectibles.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, at the date of the **occurrence**, using property of like kind and quality, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property before the **occurrence**, its resale value and its life expectancy.

SUBROGATION

Upon making a payment, we will be subrogated to your rights of recovery against others liable for the loss.

Subrogation applies up to the amount paid.

However, we agree to waive our right of subrogation, except with respect to criminal or intentional acts or vehicle impact, as to any claim against:

- (a) the **syndicate**'s directors, its property managers, agents and employees;
- (b) a **unit** owner and, if residents of the household of a unit owner, his or her **spouse**, the relatives of either and any other person under 18 years of age in the care of a **unit** owner or his or her **spouse**, and against the **syndicate**, provided you have waived your right of legal action against such person prior to the loss.

Independent contractors shall not be considered agents or employees of the **syndicate**, its directors or property managers or of the **unit** owner.

Any release from liability entered into by you prior to the **occurrence** does not affect your right to recover.

SECTION II – CIVIL LIABILITY COVERAGES

We insure only **occurrences** that arise while this insurance policy is in force.

AMOUNTS OF INSURANCE

The amount of insurance for each of Coverages E, F and G is written on the “Coverage Summary Page”.

It applies to each **Insured** separately, but it is the maximum amount we will pay for any one **occurrence** no matter how many **Insureds** are involved.

COVERAGE E – LEGAL LIABILITY

The amount of insurance written on the “Coverage Summary Page” for Coverage E is the maximum global amount that we will pay per **occurrence** for all liability coverages listed below.

Coverage is limited to compensatory damages.

(1) Personal Liability

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- (a) Your personal actions anywhere in the world provided the dwelling described on the “Coverage Summary Page” is occupied by you as a principal residence.

This coverage applies to a **student** insured under this insurance policy.

If the dwelling described on the “Coverage Summary Page” is not occupied by you as a principal residence, you are insured only for legal liability arising out of ownership, maintenance or use of the **premises** described on the “Coverage Summary Page”.

- (b) The ownership, maintenance or use of the **premises**, including the legal liability of other persons that you assume, under a written contract, in relation to your **premises**.

WE DO NOT INSURE claims arising out of:

- liability you have assumed by contract with a railway company;
 - a contract for the production or distribution of energy.
- (c) The ownership, maintenance or use of a boat or **watercraft** you own and which:
- is described on the “Coverage Summary Page”;
 - is not described on the “Coverage Summary Page”, provided:
 - such boat or **watercraft** is not more than 8 metres (26 feet) in length; and
 - when equipped with one or more outboard, inboard or inboard-outboard motors, such motor(s) do not exceed 19 kW (25 HP) in total per boat or **watercraft**;
 - is newly acquired after the effective date of this policy, provided such boat or **watercraft** has the same characteristics as the boat(s) or **watercraft** described on the “Coverage Summary Page”.

The coverage period is 14 consecutive days.

This period begins on the date the boat or **watercraft** is acquired. It ends upon expiration of 14 consecutive days or termination of this insurance policy, whichever occurs first.

- (d) The use or operation of boats or **watercraft** not owned by any **Insured**.
- (e) The ownership, maintenance or use of the following motorized vehicles which you own:
- Lawn mowers, snow blowers and garden-type tractors of not more than 22 kW (30 HP), including their trailers or attachments, used or operated on the **premises** and, provided they are not used for compensation or hire, occasionally off the **premises**;

This condition does not apply to activities described under paragraph (b) of “Coverage E – (4) **Business** and Business Property”.

- Wheelchairs, three-wheeled scooters and four-wheeled scooters with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
- Golf remote-control caddies;
- Motorized golf carts while in use on a golf course;
- Scooters and electric bicycles with a maximum speed of 32 km/h;
- Electric vehicles for children with a maximum speed of 10 km/h.

- (f) The use of a motorized vehicle not owned by any **Insured**, provided the vehicle:

- is not subject to mandatory registration; and
- is intended solely for off-road use.

This coverage applies solely in excess of any other Civil Liability Insurance policy or if there is no such policy.

- (g) The ownership, maintenance or use of any trailer or its equipment provided that such trailer is not attached to or carried on a motorized vehicle.

WE DO NOT INSURE:

- (a) Claims arising from the sale of a commercial or industrial building or a residential building containing more than six dwelling units.

- (b) **Property damage**, including resultant loss of use, to property:

- you own or use;
 - in your care, custody or control or for which you are liable as a tenant or occupant;
- However, refer to “Coverage E – (2) Civil Liability for **Premises You Do Not Own**”.
- as a result of work done on it;
 - owned by a person living with you in your household.

- (c) Damage to an animal you own or in your custody.

- (d) **Bodily injury** to you or to any person living with you in your household, other than your **residence employee**.

- (e) Any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

(2) Civil Liability for Premises You Do Not Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **property damage** to **premises** or their contents you do not own, as well as resultant loss of use.

This coverage applies if the loss or damage is caused by any of the insured perils below, as set out in “Section I – **Property Damage** Coverages”:

- Fire;
- Explosion;
- Smoke;
- Water damage.

This coverage applies if you are liable for these **premises** or their contents which you are using, renting, occupying or have in your care, custody or control.

(3) Employers’ Liability

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** to your **residence employees** while in the course of their employment by you.

WE DO NOT INSURE liability imposed upon or assumed by you under any workers’ compensation statute.

(4) Business and Business Property

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- (a) Activities during the course of your **business** which are not ordinarily incidental to your **business**.
- (b) The temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- (c) The use of part of the dwelling building or private detached structures for your **business**, if mentioned on the "Coverage Summary Page".

(5) Rental Activity

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, as well as resultant loss of use, arising out of:

- (a) The rental of all or part of your dwelling for not more than 30 days per year, whether consecutive or not.
- (b) The rental of not more than three parking spaces in garages located on the **premises** and **common portions**.
- (c) The rental of a dwelling building, if the building is described on the "Coverage Summary Page" and we have been notified of the rental.
- (d) The rental of rooms in your **unit**, if mentioned on the "Coverage Summary Page".

Additional Agreements

If a claim is made against you for which you are insured under "Coverage E – Legal Liability", we will defend you at our cost.

We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

Our rights and duties to defend cease when we have used up the amount of insurance under "Coverage E – Legal Liability" written on the "Coverage Summary Page" in payment of settlements.

In addition to the amount of insurance for "Coverage E – Legal Liability", we will pay, among other costs:

- (1) All expenses which we incur.
- (2) All costs charged against you in any suit insured under "Coverage E – Legal Liability".
- (3) Any interest awarded by the court on that part of the judgment which is insured under "Coverage E – Legal Liability".
- (4) Premiums, up to the amount of insurance for "Coverage E – Legal Liability", for:
 - (a) Bonds to release any property that is being held as security;
 - (b) Appeal bonds required in any insured lawsuit involving you.

However, WE ARE NOT OBLIGATED to apply for or provide these bonds.

- (5) Expenses which you have incurred for emergency medical or surgical treatment to others as needed immediately following an insured **occurrence**.
- (6) Reasonable expenses, EXCEPT loss of earnings, which you incur at our request.

Loss Assessment Coverage

We will pay your share of any special assessment imposed under the Declaration of co-ownership owing to an insured **occurrence** under "Section II – Civil Liability Coverages".

This coverage applies only if the **syndicate** has no insurance or if its insurance is inadequate.

We will pay up to \$20,000.

However, this coverage does not apply to the payment of a deductible in whole or in part.

COVERAGE F – VOLUNTARY MEDICAL OR FUNERAL PAYMENTS

The amount of insurance written on the "Coverage Summary Page" under Coverage F is the maximum amount we will pay for each person in respect of one **occurrence**.

At your request, even if you are not legally liable, we will reimburse medical or funeral expenses incurred by or for the victim of an accident unintentionally caused by you or arising out of ownership, maintenance or use of the **premises**.

Medical expenses include expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services.

These expenses must be incurred within 12 months of the accident.

WE WILL NOT REIMBURSE:

- (1) Expenses covered by any plan or law, or under any other insurance policy.
- (2) Expenses covered by any workers' compensation statute.
- (3) Expenses incurred for you or for any person living with you in your household, other than your **residence employees**.
- (4) Expenses incurred by or for the victim of **bodily injury** caused intentionally by you or at your direction.
- (5) Expenses incurred by or for the victim of **bodily injury** arising out of the ownership, maintenance or use of any motorized vehicle, trailer, boat or **watercraft**, except those mentioned as covered in "Section II – Civil Liability Coverages".

COVERAGE G – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

The amount of insurance written on the "Coverage Summary Page" for Coverage G represents the maximum that we will pay per **occurrence**.

At your request, even if you are not legally liable, we will pay for **property damage** you cause to others, including damage caused intentionally by an **Insured** who is 12 years of age or under.

WE DO NOT INSURE:

- (1) Loss or damage arising out of the ownership, maintenance or use of any motorized vehicle, trailer, boat or **watercraft**, except those for which coverage is mentioned in "Section II – Civil Liability Coverages".
- (2) Loss or damage caused to:
 - (a) Property you or your tenants own or rent;
 - (b) Property which is insured under "Section I – Property Damage Coverages".
- (3) Loss of use, disappearance or theft of property.

Basis of Payment – Coverage G

- (1) We will pay the actual cash value of the property, up to the amount of insurance written on the "Coverage Summary Page" for Coverage G. The actual cash value will take into account the cost to repair or replace, whichever is lower, at the date of the **occurrence**, using property of like kind and quality, less any depreciation. In determining depreciation we will consider, among other factors, the condition of the property before the **occurrence**, its resale value and its life expectancy.
- (2) We may:
 - (a) Pay for the loss in money or repair or replace the property.
 - (b) Settle any claim either with you or the owner of the property.
 - (c) Take over any salvage.
- (3) If necessary, you must help us verify the damage.
- (4) You shall not bring suit against us until you have fully complied with all the terms of this insurance policy, nor until 60 days after the required proof of loss has been filed with us.

COVERAGE H – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

At your request, even if you are not legally liable, we will pay the benefits described below if your **residence employee** sustains **bodily injury** while working for you, provided:

- (a) You are released from any liability for the accident; and
- (b) We are subrogated in the rights of the **residence employee** or any person acting on his or her behalf against any at-fault third party.

If your **residence employee**, or any person acting on his or her behalf, does not accept these benefits or sues you, we may withdraw our offer of payment.

However, this will not reduce our obligations under “Coverage E – Legal Liability”.

WE WILL NOT PAY benefits for any hernia injury.

BENEFITS

In this coverage, **weekly indemnity** means two-thirds of your **residence employee’s** weekly wage at the date of the accident, subject to a maximum of \$200 per week.

Article 1 – Death

If the accident leads to the death of your **residence employee** within the following 26 weeks, we will pay:

- (a) To those wholly dependent upon the **residence employee**, a total of 100 times the weekly indemnity in addition to any sums payable until death under “Article 2 – Temporary Total Disability”.
- (b) Actual funeral expenses up to \$1,000.

We can require an autopsy before we make payment.

Article 2 – Temporary Total Disability

If the accident leads to a temporary total disability within the following 14 days such that your **residence employee** cannot work at any job, we will pay weekly indemnity for up to 26 weeks.

However, we will not pay for the first seven days unless the disability lasts for six weeks or more.

Article 3 – Permanent Total Disability

If the accident leads to a permanent total disability within the following 26 weeks such that your **residence employee** cannot work at any job, we will pay weekly indemnity for 100 weeks.

This benefit is payable in addition to the sums paid under “Article 2 – Temporary Total Disability”.

Article 4 – Permanent Partial Disability

If the accident leads to your **residence employee** suffering the loss of, or permanent loss of use of, one or more of the following within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks written in the “Schedule of Benefits”.

The number of weeks cannot exceed 100 in total.

This benefit is payable in addition to the sums paid under “Article 2 – Temporary Total Disability”.

The **residence employee** cannot receive benefits both under this article and under “Article 1 – Death” or “Article 3 – Permanent Total Disability”.

SCHEDULE OF BENEFITS

For loss or irrecoverable loss of use of:	No. of weeks
(a) Arm, forearm or hand	100
(b) One finger	25
(c) More than one finger	50
(d) One leg or foot	100
(e) One toe.....	25
(f) More than one toe	50
(g) Both eyes or sight in both eyes.....	100
(h) One eye or sight in one eye	50
(i) Hearing in both ears	100
(j) Hearing in one ear	50

Article 5 – Medical Expenses

We will also pay:

- (a) Expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services within 26 weeks of the accident, subject to a maximum benefit of \$1,000 for all such care and services.
- (b) Expenses incurred for supplying or replacing necessary artificial limbs or braces within 52 weeks of the accident, subject to a maximum benefit of \$5,000 for all such devices.

WE DO NOT INSURE you for expenses payable under any plan or law, or any other insurance policy.

Conditions

If requested, the **residence employee** must:

- (a) Submit to a physical examination at our expense, by doctors we select, as often as we may reasonably require.
- (b) Authorize us to obtain all necessary information, including any medical records.

COMMON EXCLUSIONS

The following exclusions apply to “Coverage E, F, G and H”, as well as to the “Additional Agreements”.

They apply in addition to all other exclusions indicated in this insurance policy.

(1) Activities

- (a) WE DO NOT INSURE claims arising out of your **business** or any **business** use of the **premises** or **common portions**.
However, refer to “Coverage E – (4) Business and Business Property”.
- (b) Unless otherwise mentioned on the “Coverage Summary Page”, WE DO NOT INSURE claims arising out of your farming operations or any use of the **premises** or **common portions** for farming operations, if undertaken for **remuneration**.
- (c) Unless otherwise mentioned on the “Coverage Summary Page”, WE DO NOT INSURE claims arising out of the rental of all or part of your dwelling for more than 30 days per calendar year, whether consecutive or not.
However, refer to “Coverage E – (5) Rental Activity”.

(2) Aircraft

- (a) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any aircraft, including scale models and drones, except for unmodified toys intended for children under 14 years of age.
- (b) WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of **premises** used as an airport or landing strip, and all necessary or incidental operations.

(3) Assault or Harassment

WE DO NOT INSURE claims arising out of indecent acts, sexual assault, sexual harassment, corporal punishment or abuse by you or with your express or implied consent or by any other person with your express or tacit consent.

(4) Assumed Liability

WE DO NOT INSURE claims arising out of any liability assumed by you only by contract, except those set out in paragraph (b) of “Coverage E – (1) Personal Liability”.

(5) Data

- WE DO NOT INSURE claims arising out of:
- (a) Any erasure, destruction, corruption, misappropriation or misinterpretation of **data**;
 - (b) Any error in creating, amending, entering, deleting or using **data**.

(6) Disease

WE DO NOT INSURE claims arising out of the transmission of a disease by any **Insured**.

(7) Electronic Communications

WE DO NOT INSURE claims arising out of the distribution or display of **data** via a website, the Internet, a social network, an intranet or extranet or any similar device or system designed or intended for electronic communication of **data**.

(8) Escape of Fuel Oil

WE DO NOT INSURE claims arising out of the discharge, dispersion, release or escape of fuel oil from:

- any tank, device or supply line located on the **premises** or **common portions**;
- any tank, device or supply line that you own or that is in your care, custody or control, wherever located.

(9) Libel or Slander

WE DO NOT INSURE claims arising out of the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance which violates an individual's rights of privacy.

(10) Nuclear Incident

WE DO NOT INSURE claims arising out of any event which is insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, regardless of exhaustion of such policy limits or its termination.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(11) Premises Not Insured

WE DO NOT INSURE claims arising out of ownership, maintenance or use of **premises** which you own or rent under the terms of an agreement for more than 180 days and which are not mentioned as covered in "Section II – Civil Liability Coverages".

(12) Professional Services

WE DO NOT INSURE claims arising out of any rendering or failure to render any professional service.

(13) Terrorism

WE DO NOT INSURE claims arising directly or indirectly from **terrorism** or from any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(14) Vehicles Insured

WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of any motorized vehicle, trailer, boat or **watercraft** mentioned as covered in "Section II – Civil Liability Coverages" while it is:

- (a) Used for carrying passengers or property for **remuneration**.
- (b) Used for **business** purposes, except temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- (c) Used in any race or speed test or skill test.
- (d) Rented to others.
- (e) Used or operated without the owner's consent.

(15) Vehicles Not Insured

WE DO NOT INSURE claims arising out of the ownership, maintenance, use or operation of a motorized vehicle, trailer or **watercraft**, except those mentioned as covered in "Section II – Civil Liability Coverages".

(16) War

WE DO NOT INSURE claims arising directly or indirectly from any invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(17) Waste Management

WE DO NOT INSURE decontamination or clean-up expenses arising from your inappropriate waste management.

(18) Wilful Negligence or Criminal Act

WE DO NOT INSURE claims arising out of any wilful negligence or criminal act by an **Insured**.

This exclusion does not apply to an **Insured** who has not committed and is not involved in the wilful negligence or criminal act.

OTHER INSURANCE

If you have other insurance which applies to a loss or claim, or would have applied if this insurance policy did not exist, this policy will be considered excess insurance.

OPTIONAL COVERAGES AND RESTRICTIONS

B1 – OUTDOOR SPA AND SWIMMING POOL ENDORSEMENT

(This insurance is provided only if mentioned on the “Coverage Summary Page”)

This endorsement amends the insurance policy to which it is attached.

Words and expressions in bold are defined in the “Definitions” section of the insurance policy to which this endorsement is attached.

Insured Property

Without increasing the amounts of insurance written on the “Coverage Summary Page”, we insure:

- (a) Your outdoor spa and swimming pool (above ground, inground or semi-inground):
 - which are installed outdoors on the **premises**;
 - which are uninstalled, wherever located.
- (b) The equipment for such spa and swimming pool, wherever located.
- (c) Patios and decks not attached to the dwelling building and giving direct access to such spa and swimming pool.

Extension of Coverage

The extension of coverage titled “Tear Out and Repair” under “Section I – Property Damage Coverages” is replaced by this coverage, but only for the property insured under this endorsement.

Tear out and repair

We will pay the cost of tearing out and repairing any part of the building or **premises** as needed to allow repairs to be made to the installations having caused loss or damage to insured property provided such loss or damage is covered by this endorsement.

Limitation to Outdoor Growing Plants

If trees, shrubs, plants or lawns located outdoors, on the **premises**, are damaged during tear out or repair, we will pay a maximum amount of \$250 per tree, shrub or plant.

The maximum amount payable for such trees, shrubs, plants and lawns, including the cost to remove debris, shall not exceed:

- 5% of the amount of insurance for “Coverage A – Dwelling Building” written on the “Coverage Summary Page”, if you are insured as a homeowner; or
- 5% of the amount of insurance for “Coverage A – Unit and Improvements and Betterments” written on the “Coverage Summary Page”, if you are insured as a condominium unit owner; or
- 10% of the amount of insurance for “Coverage C – Personal Property (Contents)” written on the “Coverage Summary Page”, if you are insured as a tenant.

WE DO NOT INSURE:

Any increase in the cost of repairing, replacing or reconstructing undamaged property resulting from changes in the height, size or style of the spa or swimming pool.

INSURED PERILS

You are insured against direct loss or damage to property insured caused by the “**INSURED PERILS**” specified in “Section I – Property Damage Coverages” of the policy.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

B2 – WATER DAMAGE ENDORSEMENT - GROUND WATER AND SEWERS

(This insurance is provided only if mentioned on the “Coverage Summary Page”)

This endorsement amends the insurance policy to which it is attached.

It applies to locations for which a specific mention is written on the “Coverage Summary Page”.

Words and phrases in bold are defined in the “Definitions” section of the insurance policy to which this endorsement is attached, except for **ditches**, which is defined below.

Amount of Insurance

The amount of insurance for this endorsement is written on the “Coverage Summary Page”.

This amount of insurance is the maximum we will pay for all coverages in “Section I – Property Damage Coverages”, including the “Extensions of Coverage”.

Insured Perils

You are insured against sudden and accidental loss or damage caused directly to insured property, including animals, by:

- (1) Water originating from escape, overflow or backing up of:
 - French drains;
 - sewer connections;
 - sewers;
 - septic tanks, drain fields and other wastewater treatment systems;
 - ditches;
 - sumps, **retention tanks** or **holding ponds**.
- For the purpose of this endorsement: **ditches** means a trench, usually dry, having been dug by a human, to help and to lead drainage.
- (2) Ground or surface water that enters or seeps into the building through walls, foundations, basement floors or other means, or through openings therein.

Excluded Property

The section titled “Excluded Property” under “Section I – Property Damage Coverages” is amended to add the following excluded property, but only for the purposes of this endorsement:

- (1) Property located on any location you own or rent under the terms of an agreement for more than 180 consecutive days, other than locations for which a specific mention regarding this endorsement is written on the “Coverage Summary Page”.

This exclusion does not apply to property located at the residence of a **student** insured under this insurance policy.
- (2) Property located outside of a building, including any **plumbing system**.

Exclusions

- (1) WE DO NOT INSURE loss or damage caused by the above perils which occur before, during or after a flood reaches the **premises**.

Flood includes waves, tides, tidal waves, tsunamis, seiche, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.
- (2) WE DO NOT INSURE continuous or repeated loss or damage caused by the above perils, whether or not you were aware of such loss or damage.
- (3) WE DO NOT INSURE loss or damage caused by the above perils which occur while your building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

B4 – ENDORSEMENT FOR FIRE, EXPLOSION OR SMOKE RESULTING FROM AN EARTHQUAKE

(This insurance is provided only if mentioned on the “Coverage Summary Page”)

This endorsement amends the insurance policy to which it is attached.

Definition

Words and phrases in bold are defined in the policy to which this endorsement is attached, except for **earthquake**, which is defined below:

Earthquake means seismic shocks which cause earth movements such as snowslide, landslide, subsidence or volcanic eruption, or water movements such as tidal waves or tsunamis occurring at the same time as and directly resulting from an earthquake.

Insured Perils

For the purpose of this endorsement, YOU ARE INSURED against direct loss or damage to insured property caused by fire, explosion or smoke resulting from an **earthquake**, subject to the exclusions and limitations of this endorsement.

Deductible

Unless otherwise stated, the deductible shown on the “Coverage Summary Page” applies to this endorsement.

All earthquake shocks that occur within 168 consecutive hours during the endorsement period are considered to be a single **occurrence**.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

R1 – ENDORSEMENT EXCLUDING ANIMALS - PERSONAL LIABILITY

(This exclusion is applicable only if mentioned on the “Coverage Summary Page”)

This endorsement amends the insurance policy to which it is attached.

The following exclusion is additional to all other exclusions contained in “Section II – Civil Liability Coverages” of this policy.

YOU ARE NOT INSURED FOR CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM:

The ownership or use of animals described on the “Coverage Summary Page”.

All provisions or sections of the insurance policy not amended by this endorsement continue to apply.

GENERAL CONDITIONS

This policy is subject to the Civil Code of the Province of Quebec

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

1. STATEMENTS

1.1 Representation of risk (Article 2408)

The client, and the **Insured** if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

1.2 Material change in risk (Articles 2466 and 2467)

The **Insured** shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from the events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the **Insured** within thirty days of the proposal, the policy ceases to be in force.

1.3 Misrepresentations or concealment (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the **Insured** nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the **Insured** is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the **Insured** for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

1.4 Warranties (Articles 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the **Insured**.

2. GENERAL PROVISIONS

2.1 Insurable interest (Articles 2481 and 2484)

(Applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the **Insured** has no insurable interest is null.

2.2 Changes (Article 2405)

The terms of this policy shall not be waived or changed except by endorsement.

2.3 Assignment (Articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.

Upon the death or bankruptcy of the **Insured** or the assignment of his interest in the insurance to a co-**Insured**, the insurance continues in favour of the heir, trustee in bankruptcy or remaining **Insured**, subject to his performing the obligations that were incumbent upon the **Insured**.

2.4 Books and records

The Insurer and its authorized representatives shall have the right to examine the **Insured's** books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the **Insured** of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the **premises**, property or operations are safe or healthful or comply with laws, codes or standards.

2.6 Currency

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

2.7 Fire or Explosion Caused by Volcanic Eruptions, Earthquakes and Other Cataclysms

Notwithstanding Article 2486 of the Civil Code of the Province of Québec, the Insurer is liable for fires or explosions directly caused by volcanic eruptions, earthquakes and other cataclysms.

3. LOSSES

3.1 Notice of loss (Article 2470)

The **Insured** shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the **Insured** where such non-compliance has caused prejudice to the Insurer.

3.2 Information to be provided (Article 2471)

The **Insured** shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the **Insured** is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the **Insured** fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the **Insured** shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

3.3 False representation (Article 2472)

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the **occurrence** of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

3.4 Intentional Fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the **Insured's** intentional fault.

Where there is more than one **Insured**, the obligation of coverage remains in respect of those **Insureds** who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the **Insured** is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

3.5 Notice to police

(applicable to property insurance only)

The **Insured** must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

3.6 Safeguarding and examination of property (Article 2495)

(applicable to property insurance only)

At the expense of the Insurer, the **Insured** must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the **Insured's** failure to take such action shall not be recoverable.

The **Insured** may not abandon the damaged property if there is no agreement to that effect. The **Insured** shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the **premises** and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

3.7 Admission of liability and cooperation

The **Insured** shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504)

No transaction made without the consent of the Insurer may be set up against him.

The **Insured** shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8 Right of action (Article 2502)

(applicable to liability insurance only)

The Insurer may set up against the injured third person any grounds he could have invoked against the **Insured** at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the **Insured** in respect of facts that occurred after the loss.

4. COMPENSATION AND SETTLEMENT

4.1 Basis of settlement (Articles 2490, 2491, 2493)

(applicable to property insurance only)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the **Insured**, of the value of the insured property.

If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.

4.2 Pair and set

(applicable to property insurance only)

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

4.3 Parts

(applicable to property insurance only)

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

4.4 Replacement (Article 2494)

(applicable to property insurance only)

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.

4.5 Time of payment (Articles 1591, 2469 and 2473)

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the **Insured** shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

4.6 Property of others

(applicable to property insurance only)

Where a claim is made as a result of loss of or damage to property not owned by the **Insured**, the Insurer reserves the right to pay the indemnity to the **Insured** or to the owner of the property and to deal directly with such owner.

4.7 Waiver

Neither the Insurer nor the **Insured** shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

4.8 Limitation of actions (Article 2925)

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

4.9 Subrogation (Article 2474)

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefor under this policy to the rights of the **Insured** against persons responsible for the loss except when they are members of the **Insured's** household. The Insurer may be fully or partly released from his obligation towards the **Insured** where, owing to any act of the **Insured**, he cannot be so subrogated.

5. OTHER INSURANCE

5.1 Property insurance (Article 2496)

The **Insured** who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the **Insured**.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

5.2 Liability insurance

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the **Insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of

such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- **Contribution by equal share:** If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- **Contribution by limits:** If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

6. CANCELLATION (ARTICLES 2477 AND 2479)

This policy may be cancelled at any time:

- (a) By mere written notice from each of the Named **Insureds**. Termination takes effect upon receipt of the notice and the **Insured** shall therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.
- (b) By the Insurer giving written notice to each Named **Insured**. Termination takes effect fifteen days following receipt of such notice by the **Insured** at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named **Insureds** have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named **Insureds**.

In this Condition, the words “premium actually paid” mean the premium actually paid by the **Insured** to the Insurer or its representative but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the **Insured**.

7. NOTICE

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named **Insured** by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

