



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

FAMILY COVERAGE

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

(1) Extended coverage for insured's parents' personal property, additional living expense and personal liability.

Definitions

Words and expressions in bold are defined in this section.

Care facility means a home for the aged, a nursing home or a long-term care facility.

Insured person means

- Your **spouse**;
- Your children;
- The children of your **spouse**;
- Your parents; or
- The parent of your **spouse**.

Other words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

Property Damage Coverages

PERSONAL PROPERTY (CONTENTS)

We insure loss or damage to personal property owned by an **insured person**, for whom you have a power of attorney, while residing in a **care facility** which is located in Canada.

We will pay up to the limit for *Coverage B - Personal Property (Contents)* written on the *Coverage Summary* page.

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy; and
- (b) The property is insured solely against the perils covered by the insurance policy to which this endorsement is attached.

ADDITIONAL LIVING EXPENSES

- (a) When the **care facility** an **insured person** is living in is made unfit for occupancy as a result of loss or damage caused to the **care facility** by an insured peril covered under this policy; we will pay **additional living expenses** for the reasonable time, not exceeding 1 year from the date of **occurrence**, to repair or rebuild the **care facility** occupied by an **insured person** or if the **insured person** is permanently relocated, the reasonable time required for this **insured person** to permanently settle into a new **care facility**.
- (b) We will also pay, up to \$100 per week, for the extra expenses you will incur as a caregiver to maintain services you provide to the **insured person**.

This coverage applies only in Canada.

This coverage applies only if there is no other insurance policy applicable.

Civil Liability Coverages

The **insured person** is also covered under *Section II - Civil Liability Coverages* but only if not covered by any other insurance policy.

(2) Student Coverage

The definition of **Insured** also means a **student**, less than 25 years of age, who is a child of the **Insured** or his or her **spouse**.

(3) Cyberbullying Coverage

Definitions

For the purposes of this endorsement, the following definitions will apply:

Cyberbullying expense means the reasonable costs for:

(a) related psychological or psychiatric services up to \$25,000 for an **eligible Insured** when incurred within one year after an act committed as part of the **cyberbullying occurrence**.

(b) related costs incurred by an **eligible Insured** for:

- any increase in expense for temporary private tutoring; or
- any increase in expense for school enrollment if the **eligible Insured** is relocated to an alternative but similar school, up to \$15,000, when incurred within 60 days after an act is committed as part of the **cyberbullying occurrence**.

We will pay an additional amount of \$500 in total for any increase in travel expense to commute to and from the new school.

(c) related reasonable costs incurred by an **eligible Insured**, up to \$5,000 for each **cyberbullying occurrence**, when incurred within one year after an act committed as part of the **cyberbullying occurrence** for:

- a professional digital forensic analyst to aid in prosecution; and
- a professional cyber security consultant.

Cyberbullying occurrence means two or more similar or related acts of harassment or intimidation, including defamation of character, invasion of privacy, or threats of violence:

(a) committed against an **eligible Insured** by computer, telephone, portable device (such as a smartphone, electronic tablets or handheld computers), or any similar electronic device or means, first committed within the policy period;

resulting in:

- wrongful discipline of an **eligible Insured** by a primary, middle or secondary school (public or private); or
- debilitating shock, mental anguish, or mental injury, as diagnosed by a licensed physician, psychologist or other authorized mental health professional (other than an **eligible Insured's** family member), leading to the inability of the **eligible Insured** to attend a primary, middle or secondary school full-time where they were attending school full-time before the **cyberbullying occurrence** had begun.

Any such acts:

(a) committed by any person or group of persons acting in concert; or

(b) in which any person or group of persons is involved or implicated;

are considered to be a single **cyberbullying occurrence**, even if a series of similar or related acts occurs over multiple policy periods.

Eligible Insured means a 21 year old or less:

- (a) named Insured; or
- (b) person who is dependent on the named Insured or his or her **spouse**;
who is a student enrolled in and actually attends a primary, middle or secondary school, on a full-time basis.

Other words and expressions in bold are defined in the Definitions section of the insurance policy to which this endorsement is attached.

Amount of Insurance

The most we will pay for any **cyberbullying occurrence** is \$45,000 per **eligible Insured**.

Cyberbullying Coverage

We will pay for **cyberbullying expense** an **eligible Insured** incurs solely and directly as a result of a **cyberbullying occurrence**.

If there is more than one **eligible Insured** impacted by the same **cyberbullying occurrence**, each will be subject to their own sub-limits of coverage.

Exclusion

Cyberbullying occurrence

- 1) WE DO NOT INSURE claims arising out of any act of cyberbullying against an **eligible Insured** arising out of **business** activities or the pursuit or holding of a public office by them or their family member.

Additional Condition

The following condition is in addition to all other conditions applicable to the insurance policy to which this endorsement is attached.

PROOF OF LOSS

- 1) The **eligible Insured** or their family member will be responsible for producing proof of the **cyberbullying occurrence** and its multiple cyberbullying acts in digital or printed form as a condition of eligibility for a claim.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

SETTLE YOUR WAY ENDORSEMENT

(Applicable to Condo Owner – Principal Residence, Condo Owner – Secondary Residence and Tenant)

This endorsement amends the insurance policy to which it is attached. It applies only to locations for which a specific mention is written on the *Coverage Summary* page.

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

Basis of Settlement

A. CONDO

DWELLING AND IMPROVEMENTS AND BETTERMENTS

Basis of settlement pertaining to *Dwelling and Improvements and Betterments* under *Section I – Property Damage Coverages* are modified as follows, but only for the purposes of this endorsement.

The following option is added, but it only applies to improvements and betterments made to your **unit** or **common portion for exclusive use**.

DIRECT SETTLEMENT OPTION

If you choose not to repair or replace the improvements and betterments, we will pay what it would have cost, at the date of the **occurrence**, to repair or replace, whichever is lower, the improvements and betterments on the same location, with materials of similar quality as the materials in place prior to the **occurrence**.

The amount paid:

- will not take into account depreciation.
- will include any additional amount that would have been payable due to the application of any by-law or building code requirement.

Additional Living Expense and **Fair Rental Value** coverage will end at the time direct settlement is issued to you.

The insurer has the option to retain salvage.

B. CONDO AND TENANT

PERSONAL PROPERTY (CONTENTS)

Basis of settlement pertaining to *Personal Property* under *Section I – Property Damage Coverages* are modified as follows, but only for the purposes of this endorsement.

The following option is added:

DIRECT SETTLEMENT OPTION

If you choose not to repair or replace your personal property, the following conditions will apply:

- (a) We will pay the amount it would have cost, at the date of the **occurrence**, to repair or replace, whichever is lower, with property of like kind and quality;
- (b) The amount paid will not take into account depreciation.

This option does not apply to:

- Property that was not usable 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.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

PERSONAL VALUABLES COVERAGE ENDORSEMENT - JEWELLERY

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.

Agreement

Items designated as "in-vault" on the *Personal Valuables Coverage - Jewellery Appendix* must be kept in the vault of a recognized financial institution.

These items are not covered against any risk while they are out of the financial institution's vault, unless we agree in advance to cover them.

Amount of Insurance

The amount of insurance for the property insured under this endorsement is written on the *Coverage Summary* page.

Insured Property

- (1) We insure the property described on the *Personal Valuables Coverage - Jewellery Appendix* for this endorsement.
- (2) Provided you notify us within 30 days of their acquisition:
 - (a) we insure property of like kind to those described on the *Personal Valuables Coverage - Jewellery Appendix* and that is acquired during the policy term, for up to \$5,000;
 - (b) we insure property replacing those insured by this endorsement and damaged by an **occurrence**, for the same amounts as before.

The 30 consecutive day period does not extend beyond the date this endorsement ends.

- (3) We insure property not described in the *Personal Valuables Coverage - Jewellery Appendix*, but of like kind to those described, for up to \$500.

This amount is payable in addition to the amount of insurance written on the *Coverage Summary* page for this endorsement.

Insured Perils

The section titled *Insured Perils* under *Section I - Property Damage Coverages* is replaced with this *Insured Perils* Section, but only for the property insured under this endorsement.

Subject to the exclusions and limitations, you are insured against all risks of direct loss or damage to property insured under this endorsement, wherever located.

Property Excluded

The section titled *Property Excluded* under *Section I - Property Damage Coverages* is replaced with this *Property Excluded* Section, but only for the property insured under this endorsement.

WE DO NOT INSURE:

- (1) Any property illegally acquired or kept.
- (2) Any property lawfully seized or confiscated.

(3) 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.

(4) Personal property related to **business**, including farming.

(5) Property designated as "in-vault" in the *Personal Valuables Coverage - Jewellery Appendix* when taken out of vault.

However if you call us to advise items will be taken out of vault, such items will be covered for 7 days and up to \$25,000 in all, from the date they will be taken out of vault.

Except if specified on the *Coverage Summary* page:

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

Common Exclusions

The section titled *Common Exclusions* under *Section I - Property Damage Coverages* is replaced with this *Common Exclusions* Section, but only for the property insured under this endorsement.

The following exclusions apply in addition to all other exclusions indicated in this endorsement.

(1) Data

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

(a) to **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.

(2) 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 under this endorsement and resulting from such defect, malfunction or breakdown.

(3) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting from such faulty material or workmanship.

(4) Gradual Damage

WE DO NOT INSURE:

(a) Wear and tear to, or gradual deterioration, of property.

(b) Loss or damage to property 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 under this endorsement and resulting from such gradual damage.

(5) Loss or Damage Caused by Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, raccoons and bats.

However, we insure loss or damage to insured property caused directly by an insured peril under this endorsement and resulting from loss caused by such animals.

(6) 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.

However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(7) Terrorism

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by **terrorism** perpetrated by biological, chemical, nuclear or radioactive means.

However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(8) Trickery or fraud

WE DO NOT INSURE loss or damage resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.

(9) Vacancy

WE DO NOT INSURE **occurrences** that occur after the building in which the insured property is located has, with your knowledge, been **vacant** for more than 30 consecutive days.

(10) Vandalism

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

(a) Committed while the building where the insured property is located is under construction or **vacant**.

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

(a) 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*.

(11) 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.

(12) Intentional or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any intentional 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 intentional or criminal act.

(13) 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 under this endorsement and resulting from such work.

(14) Communicable Diseases

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or expenses.

(15) Cyber Act or Cyber Incident

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part, by any **cyber act** or **cyber incident**.

However, you are still insured for ensuing loss or damage which results directly from a **specified peril**.

Basis of Settlement

For items designated as being insured on an agreed value basis in the *Personal Valuables Coverage - Jewellery Appendix*.

IN THE EVENT OF A TOTAL LOSS:

We will pay the agreed value written for each item on the *Personal Valuables Coverage - Jewellery Appendix*.

IN THE EVENT OF A PARTIAL LOSS:

- (a) if you choose to repair or restore the item, we will pay up to the agreed value written on the *Personal Valuables Coverage - Jewellery Appendix*;
- (b) if you choose not to repair the item we will pay the lower of:
 - the difference between the market value immediately before and after the loss; or
 - the repairs cost;without exceeding the agreed value written on the Appendix.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy**PERSONAL VALUABLES COVERAGE ENDORSEMENT - SPORTS**

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.

Amount of Insurance

The amount of insurance for the property insured under this endorsement is written on the *Coverage Summary* page.

Insured Property

- (1) We insure the property described on the *Personal Valuables Coverage - Sports Appendix* for this endorsement.
- (2) Provided you notify us within 30 days of their acquisition:
 - (a) we insure property of like kind to those described on the *Personal Valuables Coverage - Sports Appendix* and that is acquired during the policy term, for up to \$5,000;
 - (b) we insure property replacing those insured by this endorsement and damaged by an **occurrence**, for the same amounts as before.

The 30 consecutive day period does not extend beyond the date this endorsement ends.

- (3) We insure property not described in the *Personal Valuables Coverage - Sports Appendix*, but of like kind to those described, for up to \$500.

This amount is payable in addition to the amount of insurance written on the *Coverage Summary* page for this endorsement.

Insured Perils

The section titled *Insured Perils* under *Section I - Property Damage Coverages* is replaced with this *Insured Perils* Section, but only for the property insured under this endorsement.

Subject to the exclusions and limitations, you are insured against all risks of direct loss or damage to property insured under this endorsement, wherever located.

Property Excluded

The section titled *Property Excluded* under *Section I - Property Damage Coverages* is replaced with this *Property Excluded* Section, but only for the property insured under this endorsement.

WE DO NOT INSURE:

- (1) Any property illegally acquired or kept.
- (2) Any property lawfully seized or confiscated.
- (3) 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.
- (4) Personal property related to **business**, including farming.

Except if specified on the *Coverage Summary* page:

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

Common Exclusions

The section titled *Common Exclusions* under *Section I - Property Damage Coverages* is replaced with this *Common Exclusions* Section, but only for the property insured under this endorsement.

The following exclusions apply in addition to all other exclusions indicated in this endorsement.

(1) Data

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

(a) to **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.

(2) 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 under this endorsement and resulting from such defect, malfunction or breakdown.

(3) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting from such faulty material or workmanship.

(4) Gradual Damage

WE DO NOT INSURE:

(a) Wear and tear to, or gradual deterioration, of property.

(b) Loss or damage to property 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 under this endorsement and resulting from such gradual damage.

(5) Loss or Damage Caused by Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, raccoons and bats.

However, we insure loss or damage to insured property caused directly by an insured peril under this endorsement and resulting from loss caused by such animals.

(6) 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.

However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(7) Terrorism

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by **terrorism** perpetrated by biological, chemical, nuclear or radioactive means.

However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(8) Trickery or fraud

WE DO NOT INSURE loss or damage resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.

(9) Vacancy

WE DO NOT INSURE **occurrences** that occur after the building in which the insured property is located has, with your knowledge, been **vacant** for more than 30 consecutive days.

(10) Vandalism

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

(a) Committed while the building where the insured property is located is under construction or **vacant**.

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

(b) 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*.

(11) 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.

(12) Intentional or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any intentional 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 intentional or criminal act.

(13) 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 under this endorsement and resulting from such work.

(14) Communicable Diseases

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or expenses.

(15) Cyber Act or Cyber Incident

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part, by

any **cyber act** or **cyber incident**.

However, you are still insured for ensuing loss or damage which results directly from a **specified peril**.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

PERSONAL VALUABLES COVERAGE ENDORSEMENT - WINE AND SPIRITS

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

Definitions

For the purposes of this endorsement, the following definition will apply:

Wine means an alcoholic or non-alcoholic beverage produced by the fermentation of grapes at a commercial winery, including wine containers and labels.

Other words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

Territorial Limits

You are only insured against loss or damage occurring within Canada.

Amount of Insurance

The amount of insurance for the property insured under this endorsement is written on the *Coverage Summary* page.

Insured Property

- (1) We insure the property described on the *Personal Valuables Coverage - Wine and Spirits Appendix* for this endorsement.
- (2) Provided you notify us within 30 days of their acquisition:
 - (a) we insure property of like kind to those described on the *Personal Valuables Coverage - Wine and Spirits Appendix* and that is acquired during the policy term, for up to \$5,000;
 - (b) we insure property replacing those insured by this endorsement and damaged by an **occurrence**, for the same amounts as before.The 30 consecutive day period does not extend beyond the date this endorsement ends.
- (3) We insure property not described in the *Personal Valuables Coverage - Wine and Spirits Appendix*, but of like kind to those described, for up to \$500.

This amount is payable in addition to the amount of insurance written on the *Coverage Summary* page for this endorsement.

Insured Perils

The section titled *Insured Perils* under *Section I - Property Damage Coverages* is replaced with this *Insured Perils* Section, but only for the property insured under this endorsement.

Subject to the exclusions and limitations, you are insured against all risks of direct loss or damage to property insured under this endorsement.

Property Excluded

The section titled *Property Excluded* under *Section I - Property Damage Coverages* is replaced with this *Property Excluded* Section, but only for the property insured under this endorsement.

WE DO NOT INSURE:

- (1) Any property illegally acquired or kept.
- (2) Any property lawfully seized or confiscated.
- (3) 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.
- (4) Personal property related to **business**, including farming.

Except if specified on the *Coverage Summary* page:

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

Common Exclusions

The section titled *Common Exclusions* under *Section I - Property Damage Coverages* is replaced with this *Common Exclusions* Section, but only for the property insured under this endorsement.

The following exclusions apply in addition to all other exclusions indicated in this endorsement.

(1) Data

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

(a) to **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.

(2) 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 under this endorsement and resulting from such defect, malfunction or breakdown.

(3) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting from such faulty material or workmanship.

(4) Gradual Damage

WE DO NOT INSURE:

(a) Wear and tear to, or gradual deterioration, of property.

(b) Loss or damage to property 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 under this endorsement and resulting from such gradual damage.

(5) Loss or Damage Caused by Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, raccoons and bats.

However, we insure loss or damage to insured property caused directly by an insured peril under this endorsement and resulting from loss caused by such animals.

(6) 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.

However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(7) Spoilage

WE DO NOT INSURE loss or damage caused by spoilage.

However, we cover losses due to sudden and accidental spoilage caused by:

(a) change in temperature or temperature extremes due to loss of utility service or premises power supply, or mechanical or electrical breakdown of climate control equipment;

(b) extremes in humidity;

(c) vibration; or

(d) light.

(8) Terrorism

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by **terrorism** perpetrated by biological, chemical, nuclear or radioactive means.

However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(9) Trickery or fraud

WE DO NOT INSURE loss or damage resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.

(10) Vacancy

WE DO NOT INSURE **occurrences** that occur after the building in which the insured property is located has, with your knowledge, been **vacant** for more than 30 consecutive days.

(11) Vandalism

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

(a) Committed while the building where the insured property is located is under construction or **vacant**.

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

(b) 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*.

(12) 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.

(13) Intentional or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any intentional 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 intentional or criminal act.

(14) 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 under this endorsement and resulting from such work.

(15) Communicable Diseases

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or expenses.

(16) Cyber Act or Cyber Incident

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part, by any **cyber act** or **cyber incident**.

However, you are still insured for ensuing loss or damage which results directly from a **specified peril**.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy**PERSONAL VALUABLES COVERAGE ENDORSEMENT - WORKS OF ART**

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.

Amount of Insurance

The amount of insurance for the property insured under this endorsement is written on the *Coverage Summary* page.

Insured Property

- (1) We insure the property described on the *Personal Valuables Coverage - Works of Art Appendix* for this endorsement while on premises of locations described on the *Coverage Summary* page and while in transit between such locations.
- (2) Provided you notify us within 30 days of their acquisition:
 - (a) we insure property of like kind to those described on the *Personal Valuables Coverage - Works of Art Appendix* and that is acquired during the policy term, for up to \$5,000;
 - (b) we insure property replacing those insured by this endorsement and damaged by an **occurrence**, for the same amounts as before.

The 30 consecutive day period does not extend beyond the date this endorsement ends.

- (3) We insure property not described in the *Personal Valuables Coverage - Works of Art Appendix*, but of like kind to those described, for up to \$500.

This amount is payable in addition to the amount of insurance written on the *Coverage Summary* page for this endorsement.

Insured Perils

The section titled *Insured Perils* under *Section I - Property Damage Coverages* is replaced with this *Insured Perils* Section, but only for the property insured under this endorsement.

Subject to the exclusions and limitations, you are insured against all risks of direct loss or damage to property insured under this endorsement, while on premises of locations described on the *Coverage Summary* page and while in transit between such locations.

Property Excluded

The section titled *Property Excluded* under *Section I - Property Damage Coverages* is replaced with this *Property Excluded* Section, but only for the property insured under this endorsement.

WE DO NOT INSURE:

- (1) Any property illegally acquired or kept.
- (2) Any property lawfully seized or confiscated.
- (3) 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.
- (4) Personal property related to **business**, including farming.

(5) Non-fungible tokens.

Except if specified on the *Coverage Summary* page:

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

Common Exclusions

The section titled *Common Exclusions* under *Section I - Property Damage Coverages* is replaced with this *Common Exclusions* Section, but only for the property insured under this endorsement.

The following exclusions apply in addition to all other exclusions indicated in this endorsement.

(1) Data

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

(a) to **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.

(2) 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 under this endorsement and resulting from such defect, malfunction or breakdown.

(3) Faulty Material or Workmanship

WE DO NOT INSURE the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this endorsement and resulting from such faulty material or workmanship.

(4) Gradual Damage

WE DO NOT INSURE:

(a) Wear and tear to, or gradual deterioration, of property.

(b) Loss or damage to property 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 under this endorsement and resulting from such gradual damage.

(5) Loss or Damage Caused by Animals

WE DO NOT INSURE loss or damage caused by vermin, insects, birds, rodents, raccoons and bats.

However, we insure loss or damage to insured property caused directly by an insured peril under this endorsement and resulting from loss caused by such animals.

(6) 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.

However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(7) Terrorism

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by **terrorism** perpetrated by biological, chemical, nuclear or radioactive means.

However, you are still insured for ensuing loss or damage which results directly from fire or explosion.

(8) Trickery or fraud

WE DO NOT INSURE loss or damage resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.

(9) Vacancy

WE DO NOT INSURE **occurrences** that occur after the building in which the insured property is located has, with your knowledge, been **vacant** for more than 30 consecutive days.

(10) Vandalism

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

(a) Committed while the building where the insured property is located is under construction or **vacant**.

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

(b) 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*.

(11) 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.

(12) Intentional or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any intentional 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 intentional or criminal act.

(13) Work on Property

WE DO NOT INSURE loss or damage to property while the property is being worked on or undergoing any process, including refinishing, renovating, repairing or retouching, 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 under this endorsement and resulting from such work.

(14) Communicable Diseases

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any

sequence to the loss, damage or expenses.

(15) Cyber Act or Cyber Incident

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly, in whole or in part, by any **cyber act** or **cyber incident**.

However, you are still insured for ensuing loss or damage which results directly from a **specified peril**.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

CONDO - ENHANCED EXTENSIONS OF COVERAGE

The policy to which this endorsement is attached to is amended as follows:

Extensions of Coverage

The following *Extensions of Coverage* are modified as follows:

Lock Replacement, Rekeying or Repair

The maximum amount we will pay is increased from \$2,000 to \$6,000.

Business Property

The maximum amount we will pay is increased from \$2,000 to \$6,000.

Outdoor Growing Plants

The maximum amount we will pay is increased from \$50,000 to \$100,000 with a maximum of \$2,000 per tree, shrub or plant.

However, we will pay up to \$1,000 with a maximum amount of \$250 per cannabis plant.

Property Located Away From the Premises

The maximum amount we will pay is increased from \$2,000 to \$6,000.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

CONDO - ENHANCED EXTENSIONS OF COVERAGE AND SPECIAL LOSS ASSESSMENTS

The policy to which this endorsement is attached to is amended as follows:

Extensions of Coverage

The following *Extensions of Coverage* are modified as follows:

Lock Replacement, Rekeying or Repair

The maximum amount we will pay is increased from \$2,000 to \$6,000.

Business Property

The maximum amount we will pay is increased from \$2,000 to \$6,000.

Outdoor Growing Plants

The maximum amount we will pay is increased from \$50,000 to \$100,000 with a maximum of \$2,000 per tree, shrub or plant.

However, we will pay up to \$1,000 with a maximum amount of \$250 per cannabis plant.

Property Located Away From the Premises

The maximum amount we will pay is increased from \$2,000 to \$6,000.

LOSS ASSESSMENTS

Wherever the base contract includes an amount for loss assessment when the claim arises from the application of a deductible under the **syndicate, strata** or **condominium corporation's** insurance policy, the amount of coverage is increased from \$25,000 to \$200,000.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

ECO-EFFICIENT REBUILD - CONDO OWNER - ENDORSEMENT

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

Definitions

For the purposes of this endorsement, the following definitions will apply:

Eco-efficient material means environmentally friendly or energy efficient materials and products which include, but are not limited to:

- Low or no Volatile Organic Compounds paint;
- Low flow plumbing fixtures;
- High-efficiency furnace;
- LED lighting;
- Renewable flooring materials.

Other words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

Benefits

This endorsement covers additional costs to repair or rebuild damaged property with the use of **eco-efficient material**, in case of damage caused by an insured **occurrence**.

Basis of Settlement

The *Basis of Settlement* clause is modified as follows:

DWELLING AND IMPROVEMENTS AND BETTERMENTS

The present endorsement applies to:

- 1) Improvements and betterments.

When settlement is made under *Option 1 – Repair or Replacement Cost Without Deduction for Depreciation*, we will pay additional costs for the use of **eco-efficient material** in the repair or rebuild of the above covered property:

- up to 10% of the amount of indemnity that would be otherwise payable, without exceeding \$50,000.

The benefits payable under this endorsement are not part of the amount of insurance otherwise applicable.

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

ENHANCED - SPECIAL LIMITATIONS APPENDIX

Limitation of Amount Payable for Certain Personal Property

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

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

In the event of an insured **occurrence**, for all personal property belonging to a category listed below, we will pay a maximum amount of:

- (1) \$1,500 for bullion, bank notes and money, including **cash cards**, **plastic money** and gift certificates.
- (2) \$10,000 for boats or **watercraft**, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers.
- (3) \$6,000 for goods or samples intended for sale but not pertaining to a **business**.
- (4) \$20,000 for lawn mowers, garden-type tractors, snow blowers, **drawn machinery** and utility trailers, including their equipment and accessories.
- (5) \$25,000 for wine and spirits.
- (6) \$1,000 for cannabis in all consumable forms and cannabis plants, whether for recreational or medicinal use.
- (7) \$15,000 for jewellery, precious or semi-precious stones, pearls and watches, fur garments, garments trimmed with fur and all other fur items.
- (8) \$15,000 for silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware not subject to any other limitation.
- (9) \$6,000 for each non-electric bicycle, including its equipment and accessories, whether or not attached to a bicycle.
- (10) \$6,000 for each **motorized personal mobility device**, including its equipment and accessories, whether or not attached to a **motorized personal mobility device**.
- (11) \$20,000 for **collections** not subject to any other limitation.
- (12) \$60,000 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.

- (13) \$15,000 for purses, wallets, luggage, carriers and bags of any kind.

Limitation of Amount Payable for Certain Personal Property on items described in (1), (7) and (11), does not apply when the loss or damage occurs on the premises of any financial institution where an **Insured** rents a safety deposit box.



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy**EXTENDED WATER DAMAGE ENDORSEMENT**
(NOT APPLICABLE FOR A BUILDING UNDER CONSTRUCTION OR VACANT)

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.

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 under *Section I - Property Damage Coverages*, including the *Extensions of Coverage*.

Extension of Coverage

The *Extension of Coverage* titled *Outdoor Growing Plants* under *Section I - Property Damage Coverages* is modified to add perils insured by this endorsement.

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 or weeping tile;
- sewer connections;
- sewers;
- storm drains;
- 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 man-made trench, usually dry, to help and channel drainage.

(2) Ground or surface freshwater that suddenly and accidentally enters or seeps into the building through walls, foundations, basement floors or other means, or through openings therein.

(3) Water originating from the rising or overflow of any stream or body of freshwater, whether natural or man-made or from dam breaks.

Property Excluded

The section titled *Property Excluded* 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 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) **Plumbing system** located outside of a building.

Exclusions

(1) WE DO NOT INSURE loss or damage caused by the above insured perils when:

- tidal waves;
- seiches;
- tsunamis; or
- any water movement resulting from such tidal waves, seiches or tsunamis;

reach the **premises**.

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, whether or not you were aware of such loss or damage.

(3) WE DO NOT INSURE loss or damage caused by the above insured perils which occurs while your building is under construction or **vacant**, even if we agreed to maintain the insurance policy to which this endorsement is attached in force during the construction or vacancy period.

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

Basis of Settlement

Basis of settlement pertaining to *Dwelling Building* and *Detached Private Structures* under section *Basis of Settlement* under *Section I - Property Damage Coverages* are modified as set below, but only for the application of this endorsement:

1) for the application of the option *Repair or Replacement Cost Without Deduction for Depreciation*, we authorize the reconstruction on another location.

If the *Guaranteed Reconstruction Cost Endorsement* or the *Enhanced Reconstruction Cost Endorsement* is attached to the same location as this endorsement, the guaranteed or enhanced reconstruction cost does not apply.

SEWER BACKUP AND SUMP PUMP FAILURE MITIGATION

Following a loss paid under this endorsement, we will reimburse in addition to the amount of coverage, a maximum of \$1,000 for the cost of:

- 1) backwater valves, including installation after a sewer backup loss; or
- 2) a sump pump with a backup power system, including installation after a sump pump failure loss.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

CLAIM FORGIVENESS ENHANCEMENT

This enhancement applies to the policy to which it is attached.

Words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this enhancement is attached.

Coverage

We agree to maintain your claims free rate upon the renewal of this insurance policy following the first **occurrence** for which indemnity is paid or awaiting settlement.

This enhancement will not apply after the first **occurrence**.



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

HOME ASSISTANCE

TELEPHONE HOME ASSISTANCE BENEFIT

This appendix adds benefit to the insurance policy to which it is attached.

DESCRIPTION OF BENEFIT

The telephone home assistance benefit helps you find qualified professionals to assist you with a variety of issues you may encounter with your residence, such as:

- (1) plumbing, electrical, heating or cooling;
- (2) major construction or renovation work; and
- (3) information about available grants for restoration work.

The professionals will perform the required work at your own expense.

TELEPHONE HOME ASSISTANCE BENEFIT

Home assistance referrals to qualified professionals are provided by FBA Consulting Group and can be accessed by dialing 1-866-289-1713 from Monday to Friday between 8:00 a.m. and 8:00 p.m., EST, except on holidays.



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

LEGAL ASSISTANCE

TELEPHONE LEGAL ASSISTANCE BENEFIT

This appendix adds benefit to the insurance policy to which it is attached.

DESCRIPTION OF BENEFIT

This benefit provides you access to telephone legal assistance for legal questions on matters pertaining to your private life subject to the exclusions listed below.

EXCLUSIONS

This telephone legal assistance benefit does not apply to a consultation:

- (1) in any format other than verbal over the telephone;
- (2) which, in our opinion, is to help you commit or continue any illegal act including fraud;
- (3) for a matter dealing with criminal law;
- (4) for a matter in a jurisdiction outside Canada;
- (5) for a matter related to professional, commercial or volunteering activities;
- (6) for any matter pertaining to financial and insurance products or services as well as any employment dispute that opposes you to us or any of our affiliated companies or any of the TD Bank subsidiaries.

TELEPHONE LEGAL ASSISTANCE BENEFIT

Legal assistance benefit is provided by FBA Consulting Group and can be accessed by dialing 1-866-289-1713 from Monday to Friday between 8:00 a.m. and 8:00 p.m., EST, except on holidays.



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

IDENTITY THEFT RECOVERY ENDORSEMENT

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

Definitions

For the purposes of this endorsement, the following definitions will apply:

Identity theft means:

- (1) the act of acquiring key pieces of an **Insured** person's identifying information; and
- (2) knowingly transferring or using that information, without lawful authority, with the intent to commit, or aid or abet, any unlawful activity that constitutes a violation of any law.

Occurrence means an act or series of acts by a person or group resulting in an **identity theft** of the **Insured**.

Other words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

Amount of Insurance

The maximum amount we will pay per **occurrence** is \$50,000, including the *Extension of Coverage*.

Coverage

We cover only expenses incurred to restore your identity. The coverage applies only to an **occurrence** which takes place during the period this endorsement is in force.

This coverage is not subject to a deductible.

We will provide you with case management services following an **occurrence** and our specialists will:

- (1) answer your questions;
- (2) inform you on steps that will be taken; and
- (3) work with you to restore your identity.

What You Must Do After an Occurrence

You must contact us as soon as you are aware of information that may imply that an **identity theft** has occurred.

Covered Expenses

The restoration of your identity may involve various expenses. We cover the following expenses, if they are pre-approved by our specialists:

- (1) notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- (2) postal services to send mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;

- (3) loan application for re-applying for loan due to the rejection of the original application because the lender received incorrect information;
- (4) telephone calls to businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- (5) legal aid for:
 - a) defence of lawsuits brought against the **Insured** by merchants or their collection agencies;
 - b) the removal of any criminal or civil judgments wrongly entered against an **Insured**;
 - c) challenging the accuracy or completeness of any information in a consumer credit report.

Extension of Coverage

(1) Lost Wages

We cover lost wages due to time off work to meet with or talk to law enforcement agencies, financial institutions, credit agencies and other private or public entities.

Lost wages include: remuneration for lost floating days, vacation days, discretionary days and paid personal days.

The maximum we will pay is \$5,000.

Additional Exclusions

The following exclusions are in addition to all other exclusions applicable to the insurance policy to which this endorsement is attached.

WE DO NOT COVER:

- (1) expenses other than the expenses incurred to restore your identity;
- (2) **occurrences** related to minors;
- (3) **occurrences** taking place because you did not comply with all the conditions of accessibility to Internet sites of financial institutions;
- (4) any loss or damage related to bodily or psychological injuries arising in connection with an **occurrence**;
- (5) **identity theft** arising out of **business** pursuits of the **Insured**;
- (6) expenses incurred due to any fraudulent, dishonest or criminal act by any **Insured** or person acting in concert with any **Insured** or by any authorized representative of any **Insured**, whether acting alone or in collusion with others;
- (7) any **identity theft** in which an **Insured** participated, directed or had prior knowledge of;
- (8) pre-existing **identity theft**. If an **Insured** had knowledge of, or reasonably should have had knowledge of, the pre-existing **identity theft** based on information provided to them prior to the endorsement effective date;
- (9) losses covered under the *Extension of Coverage* titled *Credit or Debit Cards and Forgery* as provided by the insurance policy to which this endorsement is attached;
- (10) loss of wages related to sick days;
- (11) expenses incurred without the prior approval of our specialist.

Additional Condition

The following condition is in addition to all other conditions applicable to the insurance policy to which this endorsement is attached.

(1) You must cooperate with us and deliver all necessary documents as required by us.

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

We may use a service supplier situated outside Canada for the purpose of providing services under this endorsement. It is therefore possible that your personal information, required for the provision of the services, may be sent outside Canada and be subject to the applicable laws of the country or territory.



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

EARTHQUAKE ENDORSEMENT

This endorsement amends the insurance policy to which it is attached. It applies only to locations for which a specific mention is written on the *Coverage Summary* page.

Definitions

For the purposes of this endorsement, the following definition will apply:

Earthquake means any seismic event, whether natural or manmade, that causes ground movement. Ground movement includes avalanche, subsidence, landslide, volcanic eruption or any other ground movement directly resulting from a seismic event.

Other words and expressions in bold are defined in the *Definitions* section of the insurance policy to which this endorsement is attached.

Amounts of Insurance

For the purposes of this endorsement, the amounts of insurance for each of Coverages A, B and C under *Section I - Property Damage Coverages* are written on the *Coverage Summary* page.

These amounts represent the maximum we will pay per **occurrence**, including the *Extensions of Coverage*.

These amounts apply separately for each coverage, unless you have a single amount of insurance under *Section I - Property Damage Coverages*.

If you have a single amount of insurance for Coverage A, B and C written on the *Coverage Summary* page, the amount of insurance written on the *Coverage Summary* page for the *Earthquake* coverage is the maximum we will pay per **occurrence**, including the *Extensions of Coverage*.

For condo forms (*Condo – Principal Residence, Condo – Secondary Residence, Rental Condo, Vacant Condo*)

If an amount of insurance is written under the *Earthquake* section on the *Coverage Summary* page this amount is the maximum we will pay per **occurrence**, including the *Extensions of Coverage*.

Extension of Coverage

(1) Building inspection to reoccupy the dwelling:

In addition to the amount of insurance for this endorsement, we will pay for:

(a) the cost of a building inspection performed by a qualified professional when a **civil authority** requires such an inspection in order for you to reoccupy the dwelling.*

The deductible does not apply to this coverage.

* If the dwelling is a condominium unit, we will pay only your share of any special assessment imposed under the Declarations (or Declaration of co-ownership in Quebec).

Insured Perils

We insure loss or damage caused directly to property, including animals, insured under this endorsement by:

(1) an **earthquake**;

(2) wind, hail, water, rain or snow that enters the building through an opening which has been created suddenly and accidentally by an **earthquake**.

LOSS OR DAMAGE DURING REPEATED TREMORS

Any loss or damage referred to within subparagraphs (1) and (2) above that occurs during a period of 168 consecutive hours will be considered to arise out of one **occurrence**.

This 168-hour period begins with the first loss or damage caused to the insured property while this endorsement is in effect.

Expiration of this endorsement will not end the 168-hour coverage period.

However, WE DO NOT INSURE loss or damage resulting from an **occurrence** covered by a previous insurer's insurance policy under a provision regarding repeated tremors.

Property Excluded

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

- (1) Property at any location which you own other than locations for which this endorsement is mentioned on the *Coverage Summary* page.

This exclusion does not apply to property located at the residence of a **student** insured under this insurance policy.

Exclusions

- (1) WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by a seiche, tidal wave or tsunami.
- (2) WE DO NOT INSURE loss or damage caused to outdoor trees, shrubs, plants and lawns, or the cost of removing them from the **premises**. The Extension of Coverage *Outdoor Growing Plants* in the policy to which this endorsement is attached does not apply.
- (3) WE DO NOT INSURE loss or damage that occurs before this endorsement comes into effect.

Basis of Settlement

If the *Waiver of Deductible clause* is included in your policy, it does not apply to losses covered under this endorsement.

If the *Detached Private Structure* clause is included in your policy, the additional amount for **detached private structures** does not apply to losses covered under this endorsement.

Basis of settlement pertaining to *Dwelling Building and Detached Private Structures (Dwelling and Improvements and Betterments* for condominiums) under *Section I - Property Damage Coverages* are modified as follows, but only for the purposes of this endorsement.

When the option *Repair or Replacement Cost Without Deduction for Depreciation* is included in the policy to which this endorsement is attached the following options are added:

(1) CONSTRUCTION ON A DIFFERENT LOCATION IN CANADA

If you choose to build a new dwelling in Canada, the following conditions will apply:

- (a) We will pay the amount it would have cost to repair or rebuild, whichever is lower, on the same location:
 - With material of similar quality as the material in place prior to the **occurrence**;
 - For a building with the same occupancy as prior to the **occurrence**.
- (b) The amount paid will not take into account depreciation.
- (c) The insurer has the option to retain salvage.
- (d) **Additional Living Expense** will be payable during the reasonable time it would have taken to repair or rebuild on the same location, without exceeding the reasonable time required to permanently settle in a new dwelling.
- (e) **Fair Rental Value** will be payable during the reasonable time it would have taken to repair or rebuild on the same location.

(2) DIRECT SETTLEMENT

If you choose not to repair or rebuild the dwelling**, the following conditions will apply:

- (a) We will pay the amount it would have cost to repair or rebuild, whichever is lower, on the same location:
 - With material of similar quality as the material in place prior to the **occurrence**;
 - For a building with the same occupancy as prior to the **occurrence**.
- (b) The amount paid will include any additional amount that may arise from the application of any by-law or building code requirement.
- (c) The amount paid will not take into account depreciation.
- (d) The insurer has the option to retain salvage.
- (e) **Additional Living Expense** and **Fair Rental Value** coverage will end at the time direct settlement is issued to you.

** If the dwelling is a condominium unit, this settlement option applies only to improvements and betterments.

Guaranteed Reconstruction Cost Endorsement or Enhanced Reconstruction Cost Endorsement

If the *Guaranteed Reconstruction Cost Endorsement* or the *Enhanced Reconstruction Cost Endorsement* is attached to the same location as this endorsement, the guaranteed or enhanced reconstruction cost does not apply.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

WATER HEATER TANK

This endorsement amends the insurance policy to which it is attached. It applies only to locations for which a specific mention is written on the *Coverage Summary* page.

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

Common Exclusions

The section titled *Common Exclusions* under *Section I – Property Damage Coverages* is amended to add the following exclusion:

Water Damage Originating from a Water Heater Tank

WE DO NOT INSURE loss or damage caused by water originating from a leaking or ruptured water heater tank located in:

- your dwelling building or **unit**, or
- its **detached private structures**.

However, this exclusion does not apply if the manufacturing date of the water heater tank is less than 15 years at the time of the **occurrence**.

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

SPECIAL LIMITATIONS APPENDIX

Limitation of Amount Payable for Certain Personal Property

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

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

In the event of an insured **occurrence**, for all personal property belonging to a category listed below, we will pay a maximum amount of:

- (1) \$500 for bullion, bank notes and money, including **cash cards**, **plastic money** and gift certificates.
- (2) \$5,000 for boats or **watercraft**, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers.
- (3) \$2,000 for goods or samples intended for sale but not pertaining to a **business**.
- (4) \$10,000 for lawn mowers, garden-type tractors, snow blowers, **drawn machinery** and utility trailers, including their equipment and accessories.
- (5) \$10,000 for wine and spirits.
- (6) \$1,000 for cannabis in all consumable forms and cannabis plants, whether for recreational or medicinal use.
- (7) \$5,000 for jewellery, precious or semi-precious stones, pearls and watches, fur garments, garments trimmed with fur and all other fur items.
- (8) \$5,000 for silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware not subject to any other limitation.
- (9) \$2,000 for each non-electric bicycle, including its equipment and accessories, whether or not attached to a bicycle.
- (10) \$2,000 for each **motorized personal mobility device**, including its equipment and accessories, whether or not attached to a **motorized personal mobility device**.
- (11) \$10,000 for **collections** not subject to any other limitation.
- (12) \$20,000 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.

- (13) \$5,000 for purses, wallets, luggage, carriers and bags of any kind.

Limitation of Amount Payable for Certain Personal Property on items described in (1), (7) and (11), does not apply when the loss or damage occurs on the premises of any financial institution where an **Insured** rents a safety deposit box.



Standard Mortgage Clause

(approved by the Insurance Bureau of Canada)

It is hereby provided and agreed that :

1. Breach of Conditions by Mortgagor, Owner or Occupant

This insurance and every documented renewal thereof as to the interest of the mortgagee only therein is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the Mortgagor, Owner or Occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk; provided always that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard that shall come to his knowledge; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee on reasonable demand from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

2. Right of Subrogation

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that – as to the Mortgagor or Owner – no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3. Other Insurance

If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee – at law or in equity – then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

4. Who May Give Proof of Loss

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

5. Termination

The term of this Mortgage Clause coincides with the term of the policy;

Provided always that, except for the province of Québec, the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

Provided always that in the province of Québec, the Insurer reserves the right to cancel the policy as provided by Articles 2477 and 2478 of the Civil Code of Québec, but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of Mortgagee without 15 days' notice to the Mortgagee by registered letter.

6. Foreclosure

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

Subject to the terms of this mortgage clause (and these shall supersede any policy provisions in conflict therewith but only as to the interest of the Mortgagee), loss under the policy is made payable to the Mortgagee.



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

ABOVE GROUND WATER ENDORSEMENT

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.

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 under *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 by:

- (1) Water originating from escape, overflow or backing up of eavestroughs, downspouts or rainwater leaders.
- (2) Rain, snow, melting snow or melting ice that enters or seeps through the roof or walls of the building or an opening therein, including doors and windows.

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:

Property located on any location you own 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.

Exclusions

- (1) WE DO NOT INSURE loss or damage caused by ground or surface water entering or seeping into the building
- (2) WE DO NOT INSURE loss or damage caused by **flood**.
- (3) WE DO NOT INSURE continuous or repeated loss or damage whether or not you were aware of such loss or damage.
- (4) WE DO NOT INSURE loss or damage caused by the above perils which occur while you 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 construction begins or the date the dwelling building becomes **vacant**.

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



Policy no: XXXXXXXXXX

Insurer: XXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

ICE DAMMING AND ROOF DRAIN BACKUP ENDORSEMENT

Insured Perils

You are insured against direct physical loss or damage to insured property caused by water that enters the dwelling or **detached private structures**, or the condominium unit, through a roof due to:

- the accumulation of ice or snow on the exterior of the roof or eavestrough; or
- the backing up, overflow or discharge of water from eavestrough, downspouts, rainwater leaders or roof drains.

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



Policy number: XXXXXXXXXXXX

Insurer: XXXXXXXXXXXX

Effective Date (yyyy-mm-dd): XXXX-XX-XX

Attached to and forming part of this policy

GENERAL CONDITIONS (Quebec)

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

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 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 (Article 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.

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

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 Fire insurance (Articles 2485 and 2486)

(applicable to property insurance only)

In fire insurance, the insurer is bound to repair any damage which is an immediate consequence of fire or combustion, whatever the cause, including damage to the property during removal or that caused by the means employed to extinguish the fire, subject to the exceptions specified in the policy. The insurer is also

liable for the disappearance of insured things during the fire, unless he proves that the disappearance is due to theft which is not covered.

The insurer is not liable for damage caused solely by excessive heat from a heating apparatus or by any process involving the applications of heat where there is no fire or commencement of fire but, event where there is no fire, the insurer is liable for damage caused by lightning or the explosion of fuel.

An insurer who insures a property against fire is not liable for damage due to fires or explosions caused by foreign or civil war, riot or civil disturbance, nuclear explosion, volcanic eruption, earthquake or other cataclysm.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 Subrogation

i. Subrogation (Article 2474):

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore 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.

ii. Subrogation - Condo only:

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.

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 Insureds. 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 Names 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" means 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.