family INSURANCE | homecover

HOMECOVER POLICY WORDING

HOMECOVER INSURANCE PROTECTION

DEFINITIONS

For the purpose of this insurance, certain words and terms have been **bolded** so you know a definition is provided.

You or **Your** is fully defined at the end of the definitions.

Us, We or **Our** means the Definity Insurance Company.

WELCOME

You have chosen HomeCover Insurance Protection, presented by Family Insurance Solutions Inc., a managing agent of Definity Insurance Company.
If you have any questions, we encourage you to contact your insurance broker.

This HomeCover Insurance Protection policy is a legal contract of insurance between you and Definity Insurance Company consisting of:

this **HomeCover Policy Wording** and
your **HomeCover Insurance Protection Application and Declaration**.

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

LIBERALIZATION

If we broaden any insurance protection provided by this policy during your policy term, you will receive the benefits immediately at no additional cost. The broadened insurance protection provided by this clause applies to claims occurring after the date of adoption or publication of such broadened insurance protection.

HOW TO READ YOUR HOMECOVER INSURANCE POLICY

Please read your policy carefully to determine your coverage, your rights, and your responsibilities.

Your policy consists of four sections followed by the Standard Mortgage Clause and Policy Definitions.

1. Section I - Property:
   insurance coverage for your **Dwelling**, **Detached Private Structures**, **Personal Property**, Special Property, Additional Living Expenses, Additional Coverages, Extensions of Coverage, Additional Extensions of Coverage, Scheduled Items and Optional Coverages.

2. Section II - Comprehensive Personal Liability:
   insurance coverage for your Personal Legal Liability to others including Defense, Settlement and Supplementary Payments, Voluntary Medical and Voluntary Property Damage payment options to others.

3. Section III - Voluntary Compensation:
   benefits for your residence employees.

4. Section IV - Conditions:
   Policy Conditions, Statutory Conditions and Warranties.

SECTION I

SECTION I - PERILS INSURED

All Perils

If All Perils is indicated as included in your **Policy Declaration** under Perils Insured, and unless otherwise indicated, we insure against all risks of direct physical loss or damage to insured property, subject to the exclusions, limitations and conditions of this insurance policy.

Broad Form

If Broad Form is indicated as included in your **Policy Declaration** under Perils Insured, and unless otherwise indicated, we insure:

a. your **Dwelling Building** and any **Detached Private Structures** against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of this insurance policy; and
b. your **Personal Property** against direct physical loss or damage caused by **Specified Perils,** subject to the exclusions, limitations and conditions of this insurance policy.

Specified Perils

If **Specified Perils** is indicated as included in your **Policy Declaration** under Perils Insured, and unless otherwise indicated, we insure against direct physical loss or damage caused by a **Specified Peril**, subject to the exclusions, limitations and conditions of this insurance policy.

SECTION I - EXCLUSIONS

Property Excluded

Regardless of the perils insured and unless otherwise indicated in your **Policy Declaration**, we do not insure loss or damage to:

a. any **Dwelling** or structure used in whole or in part for **business**, manufacturing, commercial or farming purposes;
b. **business property**, in excess of any Special Property - Sublimits of Insurance for such property;
c. records, including **books of account**, drawings or card index systems, except we will pay for the cost of blank books, pages, cards or other materials and the cost of transcriptions excluding the cost of gathering or assembling information or **data** for records;
d. **electronic media** including the cost of gathering or assembling information or **data** for reproduction, except we will pay for the cost of reproduction from duplicates or from originals of the previous generation of media;
e. **non-fungible tokens**;
f. your **Dwelling** under the **course of construction** unless Optional Coverage – **Course of construction**s is indicated in your **Policy Declaration**;
g. your **Dwelling** which is **vacant** for more than thirty (30) days unless we have amended your **Policy Declaration** to allow vacancy;
h. your **Dwelling** which is **vacant** even if we have amended your **Policy Declaration** to allow vacancy, for physical loss or damage directly caused by:
    i. **theft**;
    ii. vandalism or malicious acts;
    iii. building glass breakage;
    iv. any type of water damage including **flood, ground water, surface water** or **sewer backup**;
i. building glass breakage when your **Policy Declaration** indicates the **policy type** is Secondary and **occupancy** is Seasonal with Standard Package;
j. docks or wharves that are not on or attached to your **premises**; floating boathouses or similar structures;
k. **Personal Property**:
    i. classified as **Special Property**, in excess of any Sub Limit of Insurance for such property;
    ii. on your **premises**, in your **Dwelling**, any portion of your **Dwelling**, or in any **Detached Private Structure** while rented or leased to others except when:
        1. Optional Coverage - Contents Rented to Others is indicated in your **Policy Declaration**, or
        2. there is a limit for **Personal Property** indicated in your **Policy Declaration** and the **Occupancy** of your **Dwelling** is Rented or Tenant;
    a. kept at any other location you own, rent, lease or occupy, except while:
        1. you are temporarily living at a Secondary or Seasonal **Dwelling**;
        2. you are a **student**,

3. while you reside in a **Care Facility** and as provided by Section I - **Personal Property**;
b. undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
c. in a storage warehouse, except as provided by Extensions of Coverage – Property In Storage;
d. at any fairground or exhibition for the purpose of exhibition, competition or sale;
e. lawfully seized or repossessed;
f. illegally acquired, kept, stored, transported, or imported by you;

l. any **Personal Property** or other belongings owned by your **tenant**;
m. motorized vehicles or their equipment, except as provided by Extensions of Coverage – Personal and Maintenance Vehicles;
n. camper units, truck caps or canopies, trailers, and their equipment;
o. **personal watercraft** ;
p. aircraft, drones, and their equipment;
q. animals, birds or fish, except as provided by Extensions of Coverage – Animals Birds and Fish;
r. **sporting equipment**, where loss or damage is due to its use;
s. outdoor trees, shrubs, and plants except as provided by Extensions of Coverage – Outdoor Trees, Shrubs, Plants;
t. tobacco products, cannabis products, wine, spirits, and any other consumable alcohol products, except as provided by Additional Extensions of Coverage - Tobacco, Cannabis and Alcohol;
u. **data** including costs to recover, gather, assemble, or recreate any **data**, meaning information or concepts in any form;
v. any **Dwelling** or **Detached Private Structure** while being moved or transported, where such loss or damage arises from the property being moved or transported.

Causes of Loss Excluded

Regardless of the Perils Insured and unless otherwise indicated, we do not insure physical loss or damage caused directly or indirectly, contributed to or aggravated by:

a. any water, including **flood**, **ground water**, **surface water**, or **sewer back up**, except as provided by Additional Extensions of Coverage – Basic Water Damage;
b. by freezing, except as provided by Additional Extensions of Coverage – Basic Water Damage;
c. earthquake, landslide, **mudslide**, snowslide, or any other earth movement, except we insure ensuing loss or damage from fire and explosion caused by earthquake, landslide, **mudslide**, snowslide, or any other earth movement;
d. any activity relating to the illegal possession, cultivation, harvesting, processing, manufacture, distribution, or sale of:
   i. any substance falling within the Schedule of Controlled Drugs and Substances Act; or
   ii. cannabis plants or any product derived from or containing cannabis, including any related equipment and paraphernalia, except as provided by Extensions of Coverage – Outdoor Trees, Shrubs and Plants or Additional Extensions of Coverage – Tobacco, Cannabis and Alcohol;
e. cancellation of any lease or other such agreement;
f. **theft** :
   i. of your **Personal Property** from a motor vehicle, except as provided by Extensions of Coverage – Theft of **Personal Property** from a Motor Vehicle;
   ii. of your tools and their accessories, except as provided by Extensions of Coverage – Tool Theft;
   iii. by your **tenant** from your **Dwelling** which is occupied by you as your **primary residence** , except we still insure **burglary** or **robbery**; and
   iv. we do not insure **theft** when your **Policy Declaration** indicates:

Policy Type	**Occupancy**
Secondary **Condominium** or Mobile Home	Rental, Tenant or Seasonal Seasonal with Seasonal Standard Package Seasonal with Seasonal Plus Package, except we still insure burglary or robbery
or when your **Dwelling** is **vacant** or under the **course of construction**	

g. vandalism or malicious acts when your policy indicates:

Policy Type	**Occupancy**	Vandalism or Malicious Acts:
Secondary **Condominium** Mobile Home	Rental Tenant Seasonal with Seasonal Standard Package	unless Optional Coverage – Vandalism and Malicious Acts is indicated in your **Policy Declaration**
Policy Type	**Occupancy**	Vandalism or Malicious Acts:
Home	Owner Occupied	by your Tenant, except as provided by: Additional Extensions of Coverage – Tenant Vandalism (and only when Vandalism and Malicious Acts are already insured by your policy)
Secondary	Rental	by your Tenant, except as provided by:

Condominium Mobile Home	Tenant Seasonal with Seasonal Standard Package	Additional Extensions of Coverage – Tenant Vandalism (and only when Vandalism and Malicious Acts are already insured by your policy)
or when your **Dwelling** is **vacant** or under the **course of construction**,		

except we insure ensuing loss or damage caused by fire or explosion;

h. smoke from agricultural smudging or industrial operations;
i. contamination spill, release, or discharge of pollutants, contaminants or irritants, except we insure ensuing loss or damage caused by fire or explosion, however **Fuel Escape** is insured;
j. contamination by radioactive material or any nuclear incident in the Nuclear Liability Act, any such law or statute, except we insure ensuing loss or damage caused by fire or explosion of natural, coal or manufactured gas;
k. trickery or fraud including infidelity of any person to whom the insured property is entrusted;
l. intentional or criminal acts of:
   i. you or anyone insured by this policy;
   ii. other people at the direction of you or anyone insured by this policy;
   iii. your **tenant**;

   however, if you neither agreed to nor took part in such loss or crime, your interest is still insured;
m. **data problems**;
n. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
o. terrorism except you are still insured for ensuing loss or damage which results directly from fire or explosion;
p. gradual deterioration, dryness or dampness of atmosphere, rust or corrosion, wet or dry rot, condensation, mould or **fungi**, and any substance, vapor or gas produced by, emitted from, or arising out of **fungi**.
q. settling, expansion, contraction, moving, bulging, buckling or cracking, except we insure ensuing loss or damage caused by fire or explosion. Resulting damage to building glass is still insured;
r. animals owned by you, or in your care, custody or control, except where loss or damage is a result of a **Specified Peril**;
s. vermin, raccoons, insects, rodents, bats or birds, except we insure:
   i. loss or damage caused by bears,
   ii. loss or damage concurrently and directly caused by a **Specified Peril**;
t. extremes of temperature except as provided by Extension of Coverage – Consequential Loss (Change of Temperature).

We also do not insure:

u. wear and tear, marring or scratching, deterioration, inherent vice, latent defect, or mechanical breakdown;
v. the cost of making good faulty materials, workmanship or design, except we insure resulting loss or damage, unless otherwise excluded;
w. accidental breakage of fragile or brittle articles;
x. increased building or structure repair or replacement costs due to the enforcement of any **bylaw** except as provided by:
   i. Additional Extensions of Coverage – Bylaws Coverage; or
   ii. Optional Coverage – Bylaws Coverage.

SECTION I - INSURED PROPERTY

Dwelling Building

When your **Policy Declaration** indicates an amount under Property Limits for your **Dwelling Building**, we insure your **Dwelling Building** and:

a. any permanently installed or attached structures including outdoor equipment or **domestic water containers** on your **premises;**
b. materials and supplies located on or adjacent to your **premises** intended for use in construction, alteration or repair of your insured **Dwelling Building or Detached Private Structures;** and
c. building fixtures and fittings temporarily removed from your **premises** for repair or seasonal storage.

Structures that are attached to your **Dwelling Building** by only a fence, utility line or similar connection, are considered to be **Detached Private Structures**.

Detached Private Structures

When your **Policy Declaration** indicates an amount under Property Limits for **Detached Private Structures,** we insure permanent structures on your **premises** that are separated from your **Dwelling Building** by a clear space, unless otherwise indicated.

We do not insure **Business** or **Hobby Farm** structures/buildings or docks/wharves unless they have been declared and are indicated in your **Policy Declaration**.

We do not insure **Detached Private Structures** used or capable of being used as a **Dwelling**, unless otherwise indicated in your **Policy Declaration**.

Personal Property

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property**, we insure your **Personal Property** while on your **premises** and while temporarily removed anywhere in the world.
If you wish, we will also insure the otherwise uninsured **Personal Property** of:

a. others while in your possession;
b. others which may be part of a rent to own or lease agreement;
c. your **residence employee** while engaged in your service and while such property is in the physical custody of such **residence employee**.

We also insure your Personal Property:

a. usually kept at your place of employment up to a maximum of $500 in total,
except when your **Policy Declaration** indicates:

Policy Type	**Occupancy**
Strata Titled	Any Occupancy
Secondary, **Condominium** or Mobile Home	Rental, Tenant or Seasonal Seasonal with Seasonal Standard or Seasonal Plus Package
	Rental, Tenant or Seasonal Occupied
your **Dwelling** is **vacant** or under the **course of construction**,	

b. intended for use by your **tenant** but only when your **Policy Declaration** indicates:
   i. an amount under Property Limits for **Personal Property**; or
   ii. Optional Coverage – **Contents Rented to Others.**

c. while you are a **student**;
d. in a **Care Facility** where you, your spouse, your parents or a person for whom you exercise legal guardianship reside, for loss or damage caused by a peril insured by this policy up to a maximum of $10,000 in total.
This coverage is applicable only when your **Policy Declaration** indicates:

Policy Type	**Occupancy**
Home **Condominium** Mobile Home	Owner Occupied

e. contained in a secure storage locker on your **premises**.

Special Property Sub-Limits of Insurance

Personal Property that is classified as **Special Property** is insured only when indicated in your **Policy Declaration** with a Sub-Limit of Insurance that is applicable to each item.
These sub-limits of insurance do not increase the limit of insurance for your **Personal Property**.
We will not pay in excess of the sub-limit of insurance for any insured loss or damage.

The following **Personal Property** is classified as **Special Property**: *(items bolded are defined)*

a. **Jewellery;**
b. Furs *(and garments trimmed with fur)*;
c. **Silver/Gold ware;**
d. **Stamps & Coins;**
e. **Computer**s;
f. **Fine Arts;**
g. **Collectibles;**
h. **Watercraft;**
i. **Bicycle**s;
j. **Business Property;**
k. Money *(including bullion,* ***cash cards*** *, and* ***crypto*** *currency)*;
l. **Securities.**

Basis of Claim Settlement: as indicated in your **Policy Declaration** for your **Personal Property.**

Deductible: The All Property Deductible indicated in your **Policy Declaration** is applicable.
The Sub-Limit of Insurance will apply to the amount of loss exceeding this deductible.

ADDITIONAL LIVING EXPENSES

The periods of time indicated below are not limited by cancellation of your policy.
The limit of insurance indicated in your **Policy Declaration** under Property Limits for Additional Living Expenses is the maximum amount payable for any one or combination of Extra Expenses After a Loss and **Fair Rental Value**.

Extra Expenses After a Loss

If, as a result of insured loss or damage, you are unable to occupy your **Dwelling**, we will insure any reasonable and necessary increase in your household living expenses, including moving expenses, to allow you to maintain a similar standard of living.

Fair Rental Value

If, as a result of insured loss or damage, any part of your **Dwelling** or **Detached Private Structures** rented to others is rendered unfit for occupancy, we will pay the **fair rental value**.
These payments will continue until the earliest of:

a. a reasonable amount of time has elapsed to permit you to repair or rebuild the damaged property to a state that would permit occupancy;
b. you or your **tenant** have become permanently settled elsewhere; or
c. if you are eligible to receive actual cash value only for a claim under Coverage A – **Dwelling**, one year after the date of loss or damage.

CONDOMINIUM ADDITIONAL COVERAGE

When the policy type indicated in your **Policy Declaration** is **Condominium**, and if caused by a peril insured by this policy, we will pay up to the limits indicated in your Policy Declaration for the following **Condominium** Additional Coverages.
All other terms, conditions and limitations of this policy remain unchanged.

Loss Assessment Coverage

We will pay for your share of an assessment made by your **Strata Corporation** when:

a. the assessment is valid under your **Strata Corporation**'s governing rules;
b. the assessment arises directly as a result of a peril insured under your **Strata Corporation's** insurance policy; and
c. the assessment is made necessary by direct physical loss or damage to **common property** caused by a peril insured under your **Strata Corporation's** insurance policy.

Additional Protection Insurance

We will pay for loss or damage to your **unit** (excluding any improvements and betterments), if your **Strata Corporation** has:

a. no insurance for a loss;
b. the insurance is not effective; or
c. the insurance is inadequate

If your Strata Corporation has no insurance for a loss, we will not pay more than $50,000 or the limit shown on the Declaration Page, whichever is less.

If the portion of an insured loss to your **unit** is excluded under the deductible clause in the **Strata Corporation**'s insurance policy, and you are legally responsible, we will not pay more than $100,000 or the limit shown in your **Policy Declaration**, whichever is less.

Loss Assessment Condominium Deductible Coverage

a. If an assessment made by your Strata Corporation is due to a deductible in your **Strata Corporation**'s insurance policy:
    i. we will not pay more than the limit shown in your **Policy Declaration** for Loss Assessment **Condominium** Deductible coverage;
    ii. no deductible is applicable for an assessment made necessary due to a deductible in the **Strata Corporation**'s insurance policy.
b. If an assessment is made necessary due to an Earthquake deductible in the **Strata Corporation**'s insurance policy and your **Policy Declaration** indicates Earthquake is included:

i. we will not pay more than the limit shown in your **Policy Declaration** for Earthquake - Loss Assessment **Condominium** Deductible coverage;
ii. no deductible is applicable for an assessment made necessary due to an Earthquake deductible in the **Strata Corporation**'s insurance policy.

Improvements and Betterments:

We insure improvements and betterments to your unit, made or acquired by you.
We also insure:
a. materials and supplies on your **premises** for use in such improvements and betterments; and
b. improvements made or acquired by you such as storm windows, shutters and doors which are temporarily removed from your unit for repair or seasonal storage.

Basis of Claim Settlement for Strata Corporation's Common Property

If your **Strata Corporation**'s insurance policy does not insure the **common property** to 100% of its replacement value, the maximum amount we will pay is $100,000.
Replacement Value for **common property** is determined using any of the following reports obtained by your **Strata Corporation** prior to the loss:
- the most recent depreciation report,
- reserve fund study,
- insurance appraisal,
- replacement cost appraisal or equivalent report.

ADDITIONAL COVERAGE

Unless otherwise indicated:
a. the following Additional Coverages are included;
b. do not increase any limit of insurance; and
c. no deductible is applicable.
All other terms, conditions and limitations of this policy remain unchanged.

Accidental Death by Fire Benefit

In addition to any limits of insurance indicated in your **Policy Declaration**, we will pay a benefit of $2,500 per person, if a fire insured by this policy results in the accidental death of you or anyone insured by this policy.
This death benefit is payable within 90 days of the date of fire to:
a. the surviving spouse of the deceased if they were a resident of the same household at the time of the fire;
b. the parent(s) of the deceased, if the deceased was a minor and was a resident of the same household at the time of the fire; or
c. the deceased's estate.
This Additional Coverage is not applicable when your **Dwelling** is **vacant** or under the **course of construction**.

Credit Card, Automated Teller Card, Debit Card and Depositors Forgery

We will pay up to a maximum of $10,000 in total for any one or combination of the following coverages during your **policy term** regardless of the number of claims or the number of insureds sustaining loss:
a. your **legal liability** under Canadian Law because of the **theft** or unauthorized use of a credit or debit card issued to you or registered in your name or used in your Home Based Business and your Home Based Business is insured by us;
b. loss to you caused by forgery or alteration of cheques, drafts, or other negotiable instruments;
c. loss by your acceptance, in good faith, of counterfeit Canadian or United States paper currency
This additional coverage will extend to your Home Based Business only when your Home Based Business is insured by us and indicated in your **Policy Declaration**.
We do not insure:
a. loss resulting from you or a resident of your **premises**, or by a person to whom you have entrusted your cards, cheques, drafts or negotiable instruments; or
b. if you have not complied with all terms and conditions under which your cards were issued.

This Additional Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	**Occupancy**
Strata Titled	All Occupancies
Secondary, **Condominium** or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard or Seasonal Plus Package
your **Dwelling** is **vacant** or under the **course of construction**	

Fire Department Charges

In addition to any limits of insurance indicated in your **Policy Declaration**, we will pay up to a maximum of $10,000. in total for fire department charges when a fire department is called to your **premises** to respond to an insured event.

Lock Replacement

We will pay up to a maximum of $1,000 in total to replace or re-key (whichever is less) the entrance locks to your **Dwelling**, if your keys are stolen.

Evacuation

In addition to any limits of insurance indicated in your **Policy Declaration**, we will pay for your Additional Living Expenses if a **civil authority** prohibits access to your **primary residence** , as a direct result of a peril insured by this policy up for a period of up to thirty (30) days.

This Additional Coverage will apply until the prohibited access (evacuation order) is no longer in effect:

a. plus an additional thirty (30) days;
b. but in no event shall the total term of this extension exceed one hundred and twenty (120) days from the expiry date of this policy.

Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

This Additional Coverage is not applicable when your **Dwelling** is **vacant** or under the **course of construction**.

Reward

In addition to any limits of insurance indicated in your **Policy Declaration**, we will pay up to a maximum of $2,500 in total for information which leads to a conviction for **burglary**, **robbery**, **theft**, or arson in connection with loss to property we insure. This limit will not be increased regardless of the number of persons providing information.

EXTENSIONS OF COVERAGE

Unless otherwise indicated:

a. the following Extensions of Coverages are included,
b. do not increase any limit of insurance; and
c. the All Property Deductible and Basis of Claim Settlement indicated in your **Policy Declaration** are applicable.

All other terms, conditions and limitations of this policy remain unchanged.

Outdoor Trees, Shrubs, and Plants

We insure direct physical loss or damage caused by:

a. fire, lightning, explosion;
b. impact by aircraft or land vehicle;
c. riot, vandalism, malicious acts and **theft**;
d. debris removal expense;

up to a maximum of $15,000 in total subject to a maximum of:

a. $1,000 per item for outdoor trees, shrubs and plants growing on your **premises**; and
b. $500 in total for any legally held cannabis plants (in federal/provincial legislation) that you are growing on your **premises** (this amount does not increase the maximum amount payable).

We do not insure:

a. items grown for commercial purposes;
b. the additional cost of tear out to repair damages caused by outdoor service lines; or
c. harvested cannabis product or derivatives except as provided by Additional Extensions of Coverage – Tobacco, Cannabis and Alcohol.

Consequential Loss (Change of Temperature)

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property**, we insure physical loss or damage to your insured **Personal Property** within a normally heated building resulting from a change of temperature caused by insured loss or damage to your **Dwelling** or its equipment.

We do not insure loss or damage to refrigerators or freezers and their contents except as provided under Extensions of Coverage - Food Freezer.

This Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled	All Occupancies

Secondary, **Condominium** or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard or Seasonal Plus Package
your **Dwelling** is **vacant** or under the **course of construction**	

Food Freezer

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property**, we will pay for physical loss or damage directly caused by electrical or mechanical breakdown of your refrigerator or freezer, or by power outage:

a. to food while in a refrigerator or freezer located on your insured **premises**;
b. damage to your freezer or refrigerator due to the insured food spoilage; and
c. your reasonable expenses to save and preserve the food from spoilage while your freezer or refrigerator is being repaired or replace.

We will not pay for:

a. spoilage caused by the accidental or deliberate disconnection of electricity;
b. improper wrapping, packing or handling of the food; or
c. natural spoilage of the food itself.

This Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled;	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard Package
your **Dwelling** is **vacant** or under the **course of construction**,	

Animals, Birds and Fish

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property**, we will pay up to a maximum of $5,000 in total for physical loss or damage to household pets directly caused by a **Specified Peril**.

This Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard Package
your **Dwelling** is **vacant** or under the **course of construction**,	

Removal

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property**, we will insure your **Personal Property** necessarily removed from your **premises** to prevent loss or further loss, destruction, or damage that is insured by this policy, for up to ninety (90) days or expiry or termination of your policy, whichever occurs first.
This Extension of Coverage is not applicable when your **Dwelling** is **vacant,** under the **course of construction or Strata** Titled.

Debris Removal

We will pay up to a maximum of $30,000. in total or twenty-five percent (25%) of the Additional Living Expenses limit indicated in your **Policy Declaration**, whichever is greater, for your reasonable debris removal expenses following insured loss or damage.

Personal and Maintenance Vehicles

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property**, and provided such items:

a. are not required to be registered/licensed for road use and
b. not used for compensation or hire;

we will pay up to a maximum of $30,000 in total for physical loss or damage directly caused by perils insured by this policy, for any one or combination of the following items, including their equipment:

a. wheelchairs or **medical scooters** having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
b. golf carts and electric golf caddies but only while on your **premises**;
c. electric **scooters** or personal transporters with a maximum speed of 32 km/h on level ground;
d. lawn mowers, snow blowers, and other gardening equipment;
e. tractors of 30 hp or less;

f. electric vehicles/toys intended for children with a maximum speed of 10 km/h on level ground.

This Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled;	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard Package
your **Dwelling** is **vacant** or under the **course of construction**,	

Theft of Personal Property from a Motor Vehicle

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property,** and **theft** is insured by this policy, we will pay up to a maximum of:

a. $2,500 in total for **theft** of your **Personal Property** from a motor vehicle either on or off your **premises**;
b. $5,000 in total for **theft** of your **Personal Property** from a motor vehicle while you are away from your **primary residence** for two (2) or more consecutive nights.

These limits do not apply following **theft** of the entire motor vehicle.

This Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled;	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard or Seasonal Plus Package
your **Dwelling** is **vacant** or under the **course of construction**,	

Property In Storage

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property**, we will pay up to a maximum of $15,000 in total or your policy limit whichever is less, for direct physical loss or damage to your **Personal Property** in storage caused by **Specified Perils** excluding **theft**, except we still insure **burglary or robbery**.
This extension is effective for ninety (90) consecutive days, but not beyond the date your policy expires or is terminated, unless we have been notified and your policy is endorsed accordingly.

This Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled;	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard Package
your **Dwelling** is **vacant** or under the **course of construction**,	

Tool Theft

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property,** and **theft** is insured by this policy, we will pay up to a maximum of $10,000 in total for **theft** of your personal tools and their accessories.

This Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled;	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard Package
your **Dwelling** is **vacant** or under the **course of construction**,	

Moving to a New Premise

Any claim under this Extension of Coverage must be reported to us no later than 60 days after its **occurrence**, regardless of when it is discovered.

Insurance for your Old/Previous Premises

If you are moving to another location in British Columbia (BC) and have endorsed your current HomeCover policy with your new location:

a. we will continue to insure your old location with all of the same coverages as insured and indicated in your previous **Policy Declaration**;
b. effective from the date you endorse your current policy with your new **premises**:
    i. for a maximum of thirty (30) days;
    ii. your ownership of your previous **premises** ceases; or

iii. the termination or expiration of your policy;

whichever occurs first.

Personal Property in Transit

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property** and you are moving to a new **primary residence** anywhere in Canada, we insure your **Personal Property** in transit to and at your new location;

a. against direct physical loss or damage caused by **Specified Peril**s excluding **theft,** except we still insure **burglary or robbery**;
b. effective from the date you remove your **Personal Property** from your old **premises**:
    i. for a maximum of thirty (30) consecutive days; or
    ii. the termination or expiration of your policy,

    whichever occurs first.

    Basis of Claim Settlement: for **Personal Property** in Transit is Actual Cash Value

This Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	**Occupancy**
Strata Titled;	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal: Seasonal with Seasonal Standard Package
your **Dwelling** is **vacant** or under the **course of construction**,	

ADDITIONAL EXTENSIONS OF COVERAGE

Unless otherwise indicated:

i. the following Additional Extensions of Coverages are included;
ii. do not increase any limit of insurance; and
iii. the All Property Deductible indicated in your **Policy Declaration** is applicable.

All other terms, conditions and limitations of this policy remain unchanged.

Basic Water Damage

We insure against direct physical loss or damage to insured property caused by:

a. the sudden and accidental escape of water:
    i. from a **water main**;
    ii. from any **domestic water container**:
        1. located inside your **Dwelling** or Detached Private Structure;
        2. located outside your **Dwelling** or Detached Private Structure, but such damage is not covered when the escape of water is caused by freezing;
    iii. or steam, from a plumbing, heating, sprinkler, or air conditioning system;
b. water which has entered your **Dwelling** or Detached Private Structure through an opening created suddenly and accidentally by a **Specified Peril**, or by earthquake but only when Earthquake coverages and limits are indicated in your **Policy Declaration**;
c. water which has entered your **Dwelling** or Detached Private Structure through the roof caused by:
    i. the accumulation of ice or snow on the exterior roof or eaves trough; or
    ii. ice damming.

We do not insure loss or damage caused directly or indirectly, in whole or in part by, or contributed to, or aggravated by:

a. freezing during the usual heating season:
    i. in an unheated **Dwelling** or Detached Private Structure;
    ii. in a heated **Dwelling** or Detached Private Structure, if all of the inhabitants have been away from your **premises** for more than fourteen (14) consecutive days, unless the following precautions have been taken:
        1. arrangements have been made for a reliable person to enter your **Dwelling** at least once every seven (7) days, and ensure the heating is maintained; or
        2. the water supply is shut off and all pipes and appliances have been drained; or
        3. the plumbing and heating system is connected to an alarm system which is monitored 24 hours a day;
b. continuous or repeated seepage or leakage of water;
c. **sewer back up** except as provided by the Optional Coverage - Basic Sewer Backup and Service Lines, and only when shown as included in your **Policy Declaration** with a limit and deductible;
d. **flood, surface water**, **ground water**, except as provided by the Optional Coverage - WaterCover (Overland Water), and only when shown as included in your **Policy Declaration** with a limit and deductible;
e. shoreline ice build-up, waterborne objects or ice, all whether driven by wind or not;

We also do not insure loss or damage:

f. to a **water main**, plumbing system, or **domestic water container** from which the water escaped;

g. to an outdoor swimming pool or any other outdoor **domestic water container** and their equipment attached to a **water main**, caused by rupture or freezing.

This Additional Extension of Coverage is not applicable when:

a. your **Dwelling** is **vacant**, even if we have given permission for vacancy;

b. your **Dwelling** is under the **course of construction** unless Optional Coverage - **Course of construction** is indicated in your **Policy Declaration**.

Bylaws Coverage

In addition to any limit of insurance indicated in your **Policy Declaration**, we insure the increased building or structure repair or replacement costs which are necessary to comply with a **bylaw**, including the cost of demolition and clearing the site of any undamaged portion of the building or structures up to a maximum of $30,000 in total.

We do not insure:

a. in excess of the minimum amount required to comply with the bylaw;

b. the cost of remedying property deficiencies, whether known or unknown, for which upgrades may have been legally mandated at the time of loss or damage;

c. the increased cost, unless your insured property is actually repaired, rebuilt or replaced on the same site, even if the law, bylaw, regulation, code, or ordinance prohibits rebuilding on the same site.

Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

This Additional Extension of Coverage is not applicable when:

a. the basis of claim settlement for your insured **Dwelling** or **Detached Private Structures** is Actual Cash Value; or

b. Optional Coverage – Bylaws is indicated in your **Policy Declaration**.

Tear Out

If any walls, ceilings or other parts of your **Dwelling** or Detached Private Structure must be torn apart before insured water damage can be repaired, we will pay the cost of such work and its restoration.
We do not insure the cost of tear out to repair damage related to outdoor **domestic water containers**, sewer or water service lines or **water main**s, except as provided by the Optional Coverage - Basic Sewer Backup and Service Lines, and only when shown as included in your **Policy Declaration**.

This Additional Extension of Coverage is not applicable when your **Dwelling** is **vacant** or under the **course of construction**.

Improvements And Betterments (by Tenant)

When the **policy type** indicated in your **Policy Declaration** is **Tenant**, in addition to the limit of insurance indicated for your **Personal Property**, we insure:

a. improvements and betterments installed, made or acquired by you as the **tenant**; and

b. materials and supplies on your **premises** for use in such improvements and betterments,

up to the limit indicated in your **Policy Declaration**.

Tenant Vandalism

We insure direct physical loss or damage caused by the Vandalism or Malicious Acts of your **tenant**:

a. to your **Dwelling** when rented to others; or

b. when a portion of your **primary residence** is rented to others;

c. to your **Personal Property** intended for use by your **tenant** (**Contents Rented to Others**).

This Additional Extension of Coverage only applies when your **Policy Declaration** indicates:

Policy Type	**Occupancy**	**Tenant** Vandalism or Malicious Acts insured:
Home	Owner Occupied: when a portion of your **Dwelling** is rented to others	only when: Vandalism and Malicious Acts are already insured by your policy.
Secondary **Condominium** or **Mobile Home**	Rental or **Tenant**	only when: Optional Coverage - Vandalism and Malicious Acts are insured and indicated in your **Policy Declaration**.

The maximum amount payable under this extension is subject to the perils insured:

Perils Insured	Maximum Amount Payable
All Perils	Unlimited or Policy Limit (as indicated in your **Policy Declaration**)
Specified Peril	$20,000 maximum (except when caused by fire or explosion)

Tobacco, Cannabis and Alcohol

When your **Policy Declaration** indicates an amount under Property Limits for **Personal Property** and providing these items are intended for your personal use only, we will pay up to a maximum of:

a. $25,000 in total, for your tobacco products, wine, spirits and other consumable alcohol products; or

b. $500 in total, for your legally held cannabis, including but not limited to, product, derivatives, equipment, & paraphernalia;

for direct physical loss or damage caused by a **Specified Peril** and Basic Water Damage described under Additional Extensions of Coverage;

We do not insure live growing cannabis plants except as otherwise insured under Extensions of Coverage - Outdoor Trees, Plants and Shrubs.

This Additional Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled;	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal Seasonal with Seasonal Standard Package
your **Dwelling** is **vacant** or under the **course of construction**,	

GreenCover

GreenCover

In addition to any limits of insurance indicated in your **Policy Declaration**, *we* will pay up to a maximum of **$25,000** in total for the increased cost to replace lost or damage and insured property using environmentally friendly and energy efficient materials, products, or methods of reconstruction.

This Additional Extension of Coverage is not applicable when:

a. your basis of claim settlement is Actual Cash Value; or

b. when your **Dwelling** is **vacant** or under the **course of construction**.

Identity Theft

Definition of Identity Theft:

For the purpose of this insurance, Identity Theft means the unlawful acquisition and use of your personal information (name, social insurance number, driver’s license, banking info etc) by a third party (who is not insured by this policy) to commit fraud, such as making purchases, taking out loans, or creating false credentials.

Insuring Agreement

We will pay for expenses incurred by you caused by Identity Theft first discovered by you during your **policy term**, up to a maximum of $10,000 in total regardless of the number of claims or insured persons sustaining loss.

This coverage is limited to your reasonable expenses associated with:

a. notary fees required for affidavits or similar documents;

b. costs associated with correspondence, including certified mail and long-distance calls, with government agencies, financial, and credit institutions;

c. lost wages as a result of unpaid leave or absence from work to correspond with the above parties, subject to a limit of $500 per week for net earnings, up to a maximum $2,000 in total (this amount does not increase the total amount of $10,000 provided by this coverage)

d. application fees for credit (such as loans and credit cards) foregone or declined as a result of the identity theft;

e. professional and consulting fees, provided our consent to your incurring these fees;

f. court fees to remove criminal or civil judgments wrongly entered against you.

We do not insure

a. loss or damage already insured under the Additional Coverage - Credit Card, Automated Teller Card, Debit Card and Depositor's Forgery; or

b. identity theft expenses arising out of your **business**.

Conditions

If you do not comply with the following conditions, you may not be entitled to any coverage:

a. you must comply with all terms and conditions of any bank card or credit card, and

b. upon discovering an act of identity theft or fraud, you must immediately notify us and any applicable law enforcement agency so steps can be initiated to restore the accuracy of your identifying information.

All other terms, conditions and limitations of this policy remain unchanged.

This Additional Extension of Coverage is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled;	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant or Seasonal Seasonal with Seasonal Standard Package
your **Dwelling** is **vacant** or under the **course of construction**,	

Occasional Rental of Your Seasonal Dwelling

When the policy type indicated in your **Policy Declaration** is:

a. Secondary and the occupancy is Seasonal with Seasonal Standard or Seasonal Plus package; or

b. **Condominium** and the occupancy is Seasonal;

we agree to the occasional rental of your seasonal **Dwelling** for no more than thirty (30) days in total per calendar year.

SCHEDULED ITEMS

Scheduled Items are only insured if described with a limit of insurance in your **Policy Declaration**.
These limits of insurance are in addition to the limit of insurance indicated for **Personal Property.**

We insure your Scheduled Items anywhere in the world against all risks of direct physical loss or damage to the insured items subject to the Scheduled Items Exclusions.
No deductible applies to Scheduled Items.

Scheduled Items – Exclusions:

We do not insure:

a. **business property** and other **Personal Property** used to generate an income, unless we have given permission;

b. **fine arts** removed from your **premises**, unless permission has been given and is so indicated in your **Policy Declaration**;

c. accidental breakage of your **fine arts** , unless breakage is indicated in your **Policy Declaration**;

d. **sporting equipment** and **bicycles**:
   - i. where the loss or damage is due to its use;
   - ii. while being used in official races or speed tests;
   - iii. while actively used in an occupation or employment for wage or profit;
   - iv. while being rented or hired to others;
   - v. where loss or damage is caused by marring, denting, chipping, tearing, scratching;

e. **bicycle** equipment and accessories, unless the scheduled **bicycle** itself is lost or damaged at the same time;

f. golf balls unless caused by fire or **burglary or robbery**;

g. loss or damage to individual stamps or coins and collections of either;
   - i. caused by fading, creasing, denting, scratching, tearing, thinning, transfer of colours, dampness, extremes of temperatures, gradual depreciation or damage from handling; or
   - ii. in the custody of transportation companies, or shipments by mail unless sent by registered mail;

h. wear and tear, marring or scratching, deterioration, rust or corrosion, inherent vice, latent defect, mechanical breakdown or the cost of making good faulty materials, workmanship or design, except we insure resulting loss or damage, unless otherwise excluded;

i. mould or **fungi,** and any substance, vapor or gas produced by, emitted from, or arising out of **fungi**, whether or not such damage is caused or contributed to in whole or in part by any other peril;

j. vermin, including raccoons, birds, rodents and insects, except loss or damage caused by bears is insured;

k. loss or damage to items undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;

l. any item lawfully seized or repossessed, unless the property is destroyed to prevent the spread of fire;

m. any item illegally acquired, kept, stored, transported or imported by you;

n. loss or damage caused by dishonesty of persons to whom the item(s) has been entrusted, other than carriers for hire;

o. intentional or criminal acts of:
   - i. you or anyone insured by this policy; or
   - ii. other people at the direction of you or anyone insured by this policy;

   however if you neither agreed to nor took part in such loss or crime, your interest is still insured;

p. any property where loss or damage is a result of activity relating to the illegal cultivation, harvesting, processing, manufacture, distribution, or sale of:
   - i. cannabis or any product derived from or containing cannabis, or

ii. any other substance falling within the Schedules of the Controlled Drugs and Substances Act;

q. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;

r. contamination by radioactive material;

s. any nuclear incident in the Nuclear Liability Act, any law or statute; except we still insure ensuing loss or damage caused by fire or explosion of natural, coal or manufactured gas;

t. **data** and **data problems**, including costs to recover, gather, assemble, or recreate any **data**;

u. **terrorism**.

Basis of Claim Settlement: Replacement Cost

Conditions:

a. **Stamp Collection** and **Coin Collection**:
We will pay for loss or damage to your **Stamp or Coin collection** in the proportion that the amount of insurance on your collection bears to its actual cash market value at the time of loss.

We will pay up to a maximum of $250 for any single item of your collection (a single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card or the like).
This condition does not apply to articles individually listed in your **Policy Declaration** or in a separate schedule on file.

b. Newly Acquired Scheduled Items: we insure newly acquired items of a similar type already scheduled, for a period of thirty (30) days from the date of acquisition, provided you:
   i. are in actual possession of the new item(s);
   ii. notify us within thirty (30) days of acquisition and pay any additional premium determined by us.
The maximum amount of insurance payable for your newly acquired item(s) is no more than 100% of the current limit indicated in your **Policy Declaration** for the item(s) replaced or the new item's invoice amount, whichever is less.

c. Packing and Unpacking **Fine Arts**:
Fine arts must be packed and unpacked by professional packers to be insured for breakage while in transit.

OPTIONAL COVERAGES

The following Optional Coverage endorsements apply only when indicated in your **Policy Declaration**.
All other terms, conditions and limitations of this policy remain unchanged.

Earthquake

We insure loss or damage directly or indirectly caused by earthquake or earthquake shock, including any ensuing event otherwise insured herein; and including snowslide, landslide, or other earth movements occurring concurrently with and directly caused by an earthquake shock.

Each loss caused by earthquake will constitute a single claim, provided more than one earthquake shock occurring within any consecutive one hundred and sixty-eight (168) hours during the term of this policy is deemed a single earthquake.

We do not insure:

a. loss or damage caused directly or indirectly by **flood** of any nature, waves, high water, waterborne objects, or ice — whether or not caused by or attributable to earthquake;

b. loss or damage to insured property, caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly caused by an earthquake.

We are not liable for loss or damage occurring before this Earthquake Optional Coverage becomes effective nor for loss or damage occurring after the expiration or termination of this insurance policy.

Earthquake Deductibles: are indicated in your **Policy Declaration** under Coverages and Limits of Insurance – Earthquake: Earthquake Deductibles.
The earthquake deductibles will apply for any one earthquake.
If more than one earthquake deductible is applicable, in the event of insured loss or damage, each shall be applied separately.

Earthquake Limits of Insurance and Basis of Claim Settlement:

If your basis of claim settlement is Replacement Cost or Actual Cash Value:

- the maximum amount we will pay is indicated in your **Policy Declaration** under Coverages and Limits of Insurance – Earthquake: Earthquake Property Limits.

If your **Policy Declaration** indicates Unlimited:

- the maximum amount we will pay is 125% of the Earthquake Property Limits indicated in your **Policy Declaration** under Coverages and Limits of Insurance – Earthquake.

Basic Sewer Backup and Service Lines

Sewer Backup

We insure direct physical loss or damage to insured property caused by **sewer backup**.

We do not insure loss or damage that is concurrently caused by water entering the building through walls, doors, windows, sidewalks, driveways, foundations, or other openings, caused by **flood**, **surface water** or **ground water.**

The Deductible and Limit of Insurance is indicated in your **Policy Declaration**.

Service Lines

In addition to the limit indicated in your **Policy Declaration** for **sewer backup**, we will pay up to a maximum of $15,000 in total for repair or replacement of leaking, broken, torn, ruptured, or collapsed:

a. **water mains**;
b. drain piping that drains water away from your **Dwelling** or **premises**;
c. water or steam piping connecting a heating system to your **Dwelling**

regardless of the cause of such loss or damage, provided:

a. such property is located on your **premises**;
b. you are responsible for repair or replacement; and
c. repair or replacement is reasonably necessary to prevent further events of loss or damage from the backing up or escape of water, and
d. the amount paid on account of this extension of coverage is inclusive of the necessary cost of tearing out and replanting or replacement of outdoor trees, shrubs and plants.

Deductible: the Basic Sewer Backup and Service Lines deductible indicated in your **Policy Declaration** is applicable.

Watercover (Overland Water)

We will pay for direct physical loss or damage to insured property caused by **surface water** or **ground water**.

In the event of loss or damage insured by this endorsement and which is concurrently caused or contributed by **sewer backup** that would otherwise be covered under the Optional Coverage: Sewer Backup & Service Lines, the Watercover (Overland Water) limit shall apply to any such **occurrence**, and shall not be increased by the **sewer backup** limit.

The Deductible and Limit of Insurance is indicated in your **Policy Declaration**.

Bare Land **Strata** Loss Assessment

Bare Land Strata - Loss Assessment Coverage (Physical Damage)

We will pay up to a maximum of $25,000 in total per **policy term** for your share of any special assessment when:

a. the assessment is valid under the **Strata Corporation**'s governing rule(s); and
b. the assessment is made necessary by a direct loss to the collectively owned (common) property caused by an insured event applicable to your **Dwelling Building.**

We will not pay more than $2,500 for that part of an assessment made necessary by a deductible in the insurance policy of the **Strata Corporation**.
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Bare Land Strata - Comprehensive Personal Liability: Loss Assessment Coverage (Liability)

We will pay up to a maximum of $25,000 in total per **policy term** for your share of any special assessment when:

a. the assessment is valid under the **Condominium** Corporation's governing rule(s); and
b. the assessment is made necessary by the liability of the **Condominium** Corporation for **occurrence** (s) which take place during your **policy term**.

We will not pay more than $2,500 for that part of an assessment made necessary by a deductible in the insurance policy of the **Strata Corporation**.

Bylaws

In addition to any limit of insurance indicated in your **Policy Declaration**, we insure the increased building or structure repair or replacement costs, which are necessary to comply with a **bylaw**, including the cost of demolition and clearing the site of any undamaged portion of the building or structures.
We do not insure:

a. in excess of the minimum amount required to comply with the bylaw;
b. the cost of remedying property deficiencies, whether known or unknown, for which upgrades may have been legally mandated at the time of loss or damage;
c. the increased cost, unless your insured property is actually repaired, rebuilt or replaced on the same site, even if the law, bylaw, regulation, code, or ordinance prohibits rebuilding on the same site.

This Optional Coverage is not applicable when the basis of claim settlement for the insured **Dwelling** or **Detached Private Structures** is Actual Cash Value;

Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Golf Carts

We insure your golf cart as described up to the limit indicated in your **Policy Declaration** against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of this insurance policy:

a. while on your **premises**,
b. on a golf course,
c. in transit, or
d. while stored in a golf club facility where you are a member.

We do not insure loss or damage occurring on a **public road**, unless the golf cart is licensed in accordance with the jurisdiction regulations and licensing requirements and is crossing a road that intersects the golf course.

Basis of Claim Settlement: Replacement Cost
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable

Watercraft

We insure your **Watercraft**, described in your **Policy Declaration** up to the limit (s) indicated in your **Policy Declaration**, against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of this insurance policy.
We also insure equipment specifically used as part of the **watercraft** such as oars, navigating lights, fitted cushions, gasoline tanks and motors, provided the value of these are included in the amount insured.

We do not insure:

a. **watercraft**:
    I. while operated in any official race or speed test, except for sailboats;
    II. used to carry passengers for compensation;
    III. rented to others;
    IV. **personal watercraft**
b. any equipment or accessories usual to any water sport such as water-skiing, wake boards, snorkeling unless specifically insured and described in your **Policy Declaration**.

Newly Acquired Watercraft:
We insure your newly acquired watercraft which replaces the watercraft currently insured and described in your Policy Declaration for a period of thirty (30) days from the date of acquisition, provided you:

a. are in actual possession of the new watercraft;
b. notify us within thirty (30) days of acquisition; and
c. pay the additional premium (if any) determined by us.

The maximum amount of insurance for your newly acquired watercraft is no more than 100% of the current limit indicated in your **Policy Declaration** or the new watercraft invoice amount, whichever is less.

The perils insured and all other terms and conditions for the newly acquired watercraft are the same as currently insured.

Loss of Use:
We insure the rental of a replacement vessel of comparable size and value, up to a maximum limit of $1,500 per **occurrence**, when an insured loss or damage renders your **watercraft** inoperable,

Territorial Limits:
Your **watercraft** is insured anywhere in Canada or the Continental United States, including sovereign territorial waters.

Basis of Claim Settlement: Actual Cash Value,
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Boathouse, Dock or Wharf (not on Your Premises)

Section I – Property:

We insure your floating boathouse, dock or wharf as described in your **Policy Declaration** (not on your **premises)**, up to the limit indicated in your **Policy Declaration**, against direct physical loss or damage caused by the following perils:

a. fire, lightning, or explosion;
b. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, or fireplace;
c. windstorm or hail excluding loss or damage caused by the weight or melting of ice or snow, waves or **flood**, whether driven by wind or not;
d. falling object which strikes the exterior of a building or permanent structure but excluding objects propelled by a landslide, **mudslide**, snowslide, or earth movement;
e. riot;
f. vandalism or malicious acts excluding loss or damage caused by **theft**.

Section II – Comprehensive Personal Liability:

Premises Liability only is extended to your floating boathouse, dock or wharf as described in your **Policy Declaration**.

Basis of Claim Settlement: Actual Cash Value
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable

Safe Deposit Box

We insure your **Personal Property** contained in your safe deposit box as described up to the limit indicated in your **Policy Declaration**, for physical loss or damage directly caused by **burglary or robbery**.
We do not insure money, currency, coin(s), bank notes and bullion in a safe deposit box.
In the event of a claim, you are required to provide the value and description of property insured to assist in determining the amount of loss.

Basis of Claim Settlement: Replacement Cost
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable

Property In Storage

We insure your **Personal Property** in storage at the location described in your **Policy Declaration** up to the limit indicated in your **Policy Declaration** for direct physical loss or damage caused by:

a. a **Specified Peril,** excluding **theft**, except we still insure **burglary or robbery** ; and
b. water damage as provided by the Extension of Coverage - Basic Water Damage.

While your **Personal Property** is in storage, we do not insure:

a. money and **securities**;
b. items of **silver/gold ware**;
c. **jewellery**.

Limit of Insurance and Basis of Claim Settlement: indicated in your **Policy Declaration**.
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Course of Construction – Specified Perils

If **Specified Perils** and Optional Coverage - **Course of Construction** Coverage are indicated in your **Policy Declaration,** during the **course of construction** we insure:

a. your **Dwelling Building** and **Detached Private Structures** for direct physical loss or damage caused by **Specified Perils** excluding **theft;**
b. your materials and supplies intended for use in construction, while on your **premises**;
c. water damage as provided by the Extension of Coverage – Basic Water Damage; and
d. Section II is restricted to **Premises Liability** only.

We do not insure:

a. **theft** of tools; or
b. any **Personal Property**, unless otherwise indicated in your **Policy Declaration**.

Condition
Unless otherwise indicated in your **Policy Declaration**, the **Dwelling** will be occupied by you upon completion of construction.

Basis of Claim Settlement: Replacement Cost
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Course of Construction - All Perils

If All Perils or Broad Form and Optional Coverage - **Course of construction** Coverage is indicated in your **Policy Declaration,** during the **course of construction** we insure:

a. your **Dwelling Building** and **Detached Private Structures** against All Risks of direct physical loss or damage;
b. water damage as provided by the Extension of Coverage – Basic Water Damage;
c. **theft** of your materials and supplies intended for use in this construction:
    i. while in transit, or
    ii. on or adjacent to your **premises**;
d. **theft** of your personal tools and their accessories:
    i. intended for use in this construction while on your **premises;**
    ii. up to a maximum of $10,000. in total; and
e. Section II is restricted to **Premises Liability** only.

We do not insure any **Personal Property**, unless otherwise indicated in your **Policy Declaration**;

Condition:
Unless otherwise indicated in your **Policy Declaration**, the **Dwelling** will be occupied by you upon completion of construction.

Basis of Claim Settlement: Replacement Cost
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Contents Rented to Others

We insure your **personal property rented to others** up to the limit indicated in your **Policy Declaration** for Optional Coverage – Contents Rented to Others against direct physical loss or damage caused by **Specified Perils,** excluding **theft**, except we will still insure **burglary or robbery**.

We do not insure vandalism or malicious acts caused by your tenant(s) unless Tenant Vandalism is indicated in your Policy Declaration.

Basis of Claim Settlement: Actual Cash Value
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Vacancy Permit

We insure your **vacant Dwelling** for direct physical loss or damage caused by **Specified Perils excluding:**

a. building glass breakage;
b. **theft;**
c. vandalism or malicious acts;

While your **Dwelling** is **vacant** we do not insure any water damage.

Limit(s) of Insurance: indicated in your **Policy Declaration**
Basis of Claim Settlement:

a. **Personal Property** is Actual Cash Value;
b. **Dwelling** and **Detached Private Structures** is Replacement Cost; unless otherwise indicated.

Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Vandalism or Malicious Acts

We insure direct physical loss or damage caused by the vandalism or malicious acts of others.
We do not insure loss or damage caused by your **tenant** or **boarder** except as provided by Extensions of Coverage - Tenant Vandalism.

Basis of Claim Settlement: is the same as your property Insured, unless otherwise indicated.
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Seasonal Glass Breakage

We insure the breakage of building glass in your Seasonal **Dwelling**.

Mobile Home in Transit

We insure your **Mobile Home** while it is being transported or towed by a common carrier licensed to transport **Mobile Home** s, for direct physical loss or damage caused by **Transportation Accidents**.
We do not insure your **Personal Property** contained in the **Mobile Home** while it is in transit.
Basis of Claim Settlement: Actual Cash Value.
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Farm Machinery - Form No. (Farm 1/2) 12/89)

We insure your Farm Machinery as described in your **Policy Declaration** up to the limit (s) indicated in your **Policy Declaration**, against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of this Farm Machinery form.
We do not insure:

a. fixed or stationary engines, machinery or equipment;
b. motor vehicles licensed for highway use;
c. motorcycles, all-terrain vehicles, snowmobiles, aircraft, **watercraft**;
d. self-propelled combines (harvester, thresher) while used for hire;
e. livestock, feed, hay, grain or crops of any nature;
f. portable saw mills or any other machinery or equipment used in logging or forestry operations;
g. machinery or equipment used for clearing land not owned by you;
h. loss of use;
i. repairing, adjusting, servicing or maintenance operations, unless fire or explosion ensues and then only for the resulting loss or damage due to fire or explosion;
j. tires or tubes unless caused by: fire, explosion, windstorm, **theft** or the loss is concurrent with loss or damage insured by this Optional Coverage.

In addition to the General Exclusions of this policy, we do not insure:

a. any repairing, adjusting, servicing or maintenance operation, unless fire or explosion ensues and then only the ensuing loss or damage;
b. short circuit or other electrical disturbances of any kind, exclusive of lightning, within an electrically equipped article unless fire ensues and then only the ensuing loss or damage;
c. the clogging, compacting, plugging or piling up of any material of a type intended to be taken into such machinery.

Additional Condition:
Newly Acquired Farm Machinery is automatically insured for a period of thirty (30) days from the date of acquisition, provided:

a. you are in actual possession of the new machinery;
b. you notify us within thirty (30) days of acquisition and pay the additional premium, determined by us.
    i. The maximum amount of insurance for your newly acquired farm machinery is no more than 100% of the total current limit indicated in your **Policy Declaration** for similar Farm Machinery, or the new machinery invoice amount, whichever is less.
    ii. The perils insured for the newly acquired machinery are the same as currently insured.

Basis of Claim Settlement: Actual Cash Value.
Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable.

Livestock - Form No. (Farm 6) 12/89

We insure your Livestock as described up to the limit (s) indicated in your **Policy Declaration**, for the death or destruction recommended by a **civil authority** or veterinarian attending within 48 hours of an incident of loss or damage to your insured livestock caused by:

a. fire, lightning, explosion, or smoke;
b. aircraft or objects falling therefrom;
c. impact or collision between the insured livestock and a vehicle not owned or operated by you, members of your household, your **tenant**, or your employee, while the insured animal is on or within a public highway;
d. collision, derailment, sinking or overturn of a vehicle in which the insured livestock is being transported;
e. stranding, sinking, burning or collision of vessels, including general average and salvage charges incurred;
f. collapse of buildings, bridges and culverts;
g. windstorm, cyclone, tornado, hail;
h. earthquake, landslide, **mudslide**, snowslide or other earth movement;
i. drowning;
j. **theft**, excluding escape or mysterious disappearance;
k. accidental shooting, except by you, members of your household, your **tenant** or your employees;
l. attacks by dogs or wild animals not owned by you, members of your household, your **tenant** or your employees; or usually kept on your **premises** and then only in excess of government compensation;
m. artificial electricity;
n. riot or civil commotion.

We do not insure Livestock:

a. in any aircraft;
b. on the grounds of any racetrack or public stockyard; or
c. practicing for, participating in, or as a result of any race or weight pulling test.

We do not insure loss or damage caused by:

a. death or destruction made necessary by:
   i. Sickness, disease or derangement;
   ii. Mechanical breakdown;
b. escape or mysterious disappearance;
c. illegally acquired, kept, stored, transported or imported by you;
d. intentional or criminal acts of:
   i. anyone insured by this policy; or
   ii. other people at the direction of anyone insured by this policy.

   If you neither agreed to nor took part in such loss or crime, your interest is still insured;
e. trickery or fraud excluding infidelity of any person to whom the insured property is entrusted;
f. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
g. contamination by radioactive material;
h. any nuclear incident in the Nuclear Liability Act, any law or statute, except we insure ensuing loss or damage caused by fire or explosion of natural, coal or manufactured gas;
i. terrorism meaning an ideologically motivated unlawful act committed for the purpose of influencing any government or instilling fear in the public or a section of the public. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Conditions:

Illness, Accident or Death:

you will notify us immediately on discovery of illness, accident or death involving insured livestock for which a claim is to be made. At your expense, you will have a qualified Veterinarian examine the livestock and provide you with a certificate stating the cause of death, and provide us with a copy.

Basis of Claim Settlement: Actual Cash Value.

Deductible: the All Property Deductible indicated in your **Policy Declaration** is applicable

HOME BASED BUSINESS

If Home Based Business is indicated in your **Policy Declaration**, we insure the coverage described in this endorsement for your Home Based Business.

All other terms, conditions and limitations of this policy remain unchanged.

HOME BASED BUSINESS – OPTION 1	HOME BASED BUSINESS – OPTION 2

Business Contents of Every Description: Including goods not yet delivered to customer		Business Contents of Every Description: Including goods not yet delivered to customers:	
On **Premises** Off **Premises**	$30,000 $5,000	On **Premises** Off **Premises**	$60,000 $10,000
Computer Hardware **Computer** Software (licensed) **Securities** or manuscripts Money including bank notes or bullion (business money)	$5,000 $3,000 $3,000 $500	**Computer** Hardware **Computer** Software (licensed) **Securities** or manuscripts Money including bank notes or bullion (business money)	$7,000 $5,000 $3,000 $1,000

Section I - Property Coverages: Home Based Business

Basis of Claim Settlement

All property insured by this endorsement will be settled on a Replacement Cost basis, with the exception of stock or goods for sale which will be settled on an Actual Cash Value basis.

Definitions

a. Business contents of every description – Stock and equipment defined as follows:
    i. Stock
        1. Merchandise of every description usual to the business operations declared on the Coverage Summary page;
        2. Packing, wrapping and advertising material; and
        3. Similar property belonging to others which you are under obligation to keep insured and for which you are legally liable.
    ii. Equipment
        1. Generally all contents usual to the business operations declared in the **Policy Declaration** including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances, except **Computer** hardware and software, including any component parts which may be used in the operation of such equipment;
        2. Similar property belonging to others which you are under obligation to keep insured or for which you are legally liable.
b. Off Premises – Business property away from your insured **premises**, but within the limits of Canada or in transit in the Continental United States. This extension does not apply at other Premises owned, leased, operated or regularly used by you.

Section II – Comprehensive Personal Liability: Home Based Business

Personal Liability is extended to the Home Based Business indicated in in your **Policy Declaration**, subject to an Aggregate Limit for the **products** and **completed operations** hazard while on or off your insured **premises**.

This includes Employer's liability.

Voluntary Medical Payments are extended to customers injured on the business Premises.

Limit of Insurance

a. The **Aggregate** Limit is equal to the Personal Liability indicated in your **Policy Declaration** and is the most we will pay for the sum of **compensatory** damages arising out of the **products**-**completed operations** hazard in any one period of 12 months ending on an anniversary of the inception date of the policy.
b. Subject to a. above, the Per **Occurrence** Limit is equal to the Personal Liability indicated in your **Policy Declaration** and is the most we will pay for the sum of **compensatory** damages because of all **bodily injury** and **property damage**, arising out of any one **occurrence**.

Section II - Liability Exclusions Home Based Business

The extension of coverage provided by this endorsement under Comprehensive Personal Liability is subject to all the exclusions specified in Section II of the HomeCover policy to which this endorsement is attached.

Definitions Home Based Business in addition to Policy Definitions

Products-**completed operations** hazard

a. includes all **bodily injury** or **property damage** occurring on or off the Premises arising out of your product or your work except:
    i. **products** that are still in your physical possession, or
    ii. work that has not yet been completed or abandoned;
b. your work will be deemed completed at the earliest of the following times:
    i. when all of the work called for in your contract has been completed;
    ii. when all of the work to be done at a job site has been completed if your contract calls for work at more than one site;

iii. when that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed;

c. this hazard does not include **Bodily Injury** or **Property Damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

Your product

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
   i. You;
   ii. Your employees; and
b. containers, materials, parts or equipment furnished in connection with such goods or products.

Your work

a. work or operations performed by you or on your behalf; and
b. materials, parts or equipment furnished in connection with such work or operations.

BASIS OF CLAIM SETTLEMENT

Unless otherwise indicated the HomeCover basis of claim settlement is Replacement Cost.

Under no circumstances will we consider any claim which occurred prior to your policy effective date, or after the earliest of the policy expiry date or the date coverage was terminated.

Our liability will not exceed the amount of actual expenditure for repair or replacement, subject to applicable limits and sub-limits of insurance indicated in your **Policy Declaration** and in this Policy Wording.

Any payment for loss or damage will not reduce the amounts of insurance provided under Section I – Property.

Unless otherwise indicated, the insurance coverage provided under Section 1 is subject to a deductible.

The following basis of claim settlement options are applicable to your **Dwelling**, **Detached Private Structures** or **Personal Property,** only when insured and so indicated in your **Policy Declaration**.

Actual Cash Value Basis of Claims Settlement

We will pay the actual cash value of the property at the time of loss or damage subject to the applicable limit(s), sublimit(s) or amounts of insurance indicated in your **Policy Declaration**.

When determining the actual cash value, some of the factors which may be considered include but are not limited to:

a. the item or property's current market value;
b. its current condition and normal life expectancy;
c. what it's actually used for and its obsolescence;
d. its resale value;
e. your financial interest in the property.

Actual Cash Value - For Certain Personal Property or Business Property

Regardless of any other basis of claim settlement, Actual Cash Value settlement is applicable for the following **Personal Property** or **business property** which is:

a. by its inherent nature cannot be replaced with a comparable article;
b. obsolete or not being used for its intended purpose;
c. for sale or consignment including stock or inventory;
d. rented to others or intended for use by your **tenant**;
e. comprised of sails, protective covers or rigging for **Watercraft**;
f. not repaired or replaced;
g. contained in any **vacant Dwelling** and/or **Detached Private Structure**.

Replacement Cost Basis of Claims Settlement

We will pay the cost to repair or replace (whichever is less) the damaged or destroyed insured property, with new materials of similar kind, quality and function, without any deduction for depreciation, subject to the following conditions:

a. we reserve the right to repair or replace the property;

b. you agree to insure your **Dwelling Building** to 100% of its replacement cost, which is determined by an evaluation acceptable to us;
c. if a building permit is required, you will apply for the necessary permit within one year from the date of loss or damage;
d. repair or replacement is completed within two (2) years from the date of loss or damage unless otherwise agreed to;
e. replacement is made on the same site, unless the Same Site Waiver is invoked;
f. with respect to log or stone construction, we reserve the right to substitute with comparable materials.

If you do not exercise the Replacement Cost basis of claim settlement or if any applicable condition is breached, Actual Cash Value claim settlement will apply.

Unlimited Basis of Claims Settlement

We will pay the cost to repair or replace (whichever is less) the damaged or destroyed insured property, with new materials of similar kind, quality and function, without any deduction for depreciation, subject to the following conditions:
a. our liability will not exceed the amount of actual expenditure for repair or replacement and we reserve the right to repair or replace the property;
b. you agree to insure your **Dwelling Building** to 100% of its replacement cost, which is determined by an evaluation acceptable to us;
c. at each successive renewal of your policy, your **Dwelling** value is automatically increased by a percentage reflecting the annual rate of inflation, as determined by us;
d. you agree to declare all of your **Detached Private Structures** and maintain a reasonable value for each structure;
   i. if you fail to declare all of your **Detached Private Structures**, your **Detached Private Structures** will be subject to the Replacement Cost basis of claim settlement and
   ii. the limit of insurance for undeclared **Detached Private Structures** will not exceed seventy-five percent (75%) of the limit indicated in your **Policy Declaration** for Additional Living Expenses.
e. you agree to notify us of any addition, construction or renovation which increases the replacement value of your **Dwelling Building** by $50,000 or more within thirty (30) days of the start of construction or before the end of your **policy term** whichever occurs first;
f. if a building permit is required, you will apply for the necessary permit within one year from the date of loss or damage;
g. repair or replacement is completed within two years from the date of loss or damage, unless otherwise agreed to;
h. replacement is made on the same site, unless the Same Site Waiver is invoked; and
i. with respect to log or stone construction, we reserve the right to substitute with comparable materials.

If you do not exercise the Unlimited Basis of Claim Settlement or if any applicable condition is breached, Actual Cash Value Settlement will apply.

OTHER TERMS OF CLAIM SETTLEMENT

Same Site Waiver

If the basis of claim settlement for your insured property is Replacement Cost or Unlimited, the policy condition for "replacement made on the same site" is waived at your option provided:
a. your **Dwelling Building** is rebuilt:
   i. of the same size and occupancy using materials of similar kind and quality;
   ii. on property located within the provincial boundaries of British Columbia; and
b. all other conditions are met by you.

When replacement is not made on the same site, any increased cost as a result of replacement at a new **premises**, is not insured.
When loss or damage is caused by Earthquake, the Same Site Waiver is only applicable if Earthquake is insured and so indicated in your **Policy Declaration**.
All other terms, conditions and limitations of this policy remain unchanged.

The Same Site Waiver is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	**Occupancy**
Strata Titled;	All Occupancies
Secondary,	Rental or Tenant, Seasonal with Seasonal Standard or Seasonal Plus Package
Condominium, or Mobile Home	Rental, Tenant or Seasonal

your **Dwelling** is **vacant** or under the **course of construction**,

Replacement Waiver

If your insured loss for **Personal Property** is under $10,000 and your **Policy Declaration** indicates:

a. the basis of claim settlement is Replacement Cost; or

b. Property Limits are Unlimited for your **Personal Property**:

at your option, we agree to settle your claim on a Replacement Cost basis, even if you decide not to repair or replace the damaged or destroyed property.

All other terms, conditions and limitations of this policy remain unchanged.
This Replacement Waiver is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled;	All Occupancies
Secondary,	Rental or Tenant, Seasonal with Seasonal Standard or Seasonal Plus Package
Condominium, or Mobile Home	Rental, Tenant or Seasonal
your **Dwelling** is **vacant** or under the **course of construction**,	

Interim Settlement

If we make an interim settlement based on Actual Cash Value, any subsequent payment based on Replacement Cost will only be made if the property is replaced within one (1) year from the date of loss, unless otherwise agreed to.

Pair And Set

In the case of loss or damage to any article(s) which is (are) part of a set, the amount of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

When settling a claim for insured loss or damage to any part of insured property consisting, when complete for use, of several parts; we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

DEDUCTIBLE

When you submit a claim for loss or damage, the deductible is the portion you are responsible for paying.
For each single occurrence of loss or damage that we agree to insure, we will pay only the amount that exceeds the deductible shown in **your Policy Declaration**.
This deductible applies regardless of the number of claimants involved.

All Property Deductible

The All Property Deductible is indicated in your **Policy Declaration** under Deductibles and is applicable to all Section I – Property loss or damage claims, unless otherwise indicated.

Defined Deductible

A Defined Deductible is a unique deductible assigned by us to certain events, perils or causes of loss. It is indicated in your **Policy Declaration** under Additional Coverage (s)/Conditions.
A Defined Deductible will apply in place of and override any other applicable deductible.

Deductible Credit

If an insured loss exceeds $10,000, we will allow a deductible credit of up to a maximum of $1,000.
This Deductible credit does not apply:

a. when loss or damage is caused by an Earthquake;

b. unless you have been continuously insured with us for at least two (2) consecutive years with no paid claims; or

c. if your **Policy Declaration** indicates a Defined Deductible is applicable to the insured loss or damage.

This Deductible Credit is not applicable for the following **Policy Types** and **Occupancies**:

Policy Type	Occupancy
Strata Titled	All Occupancies
Secondary, **Condominium**, or Mobile Home	Rental, Tenant, Seasonal or Seasonal with Seasonal Standard or Seasonal Plus Package
your Dwelling is **vacant** or under the **course of construction**	

Multiple Deductibles Applying to the Same Loss

If more than one deductible applies to a single insured event under this policy, only the highest deductible will apply to the insured loss.
This does not apply to loss or damage caused by earthquake.

SECTION II – COMPREHENSIVE PERSONAL LIABILITY

Comprehensive Personal Liability applies only to **occurrence**s or accidents which take place during your **policy term**.

The limit for Personal Liability is indicated in your **Policy Declaration** and is the maximum amount payable under this Section II. Under no circumstances will the limit(s) of any other insurance be combined or be construed to increase our limit of liability in excess of this amount. Each insured person is a separate Insured, but this does not increase any limit of insurance.

If the location described in your **Policy Declaration** is not occupied by you as your **primary residence**, Section II - Comprehensive Personal Liability is restricted to **Premises Liability** only.

We will pay on your behalf, all sums which you become legally liable to pay as **compensatory** damages due to unintentional **bodily injury** or **property damage** arising out of any one or combination of:

Personal Liability

Your liability arising out of your personal actions anywhere in the world, including while you are acting as a volunteer.

Premises Liability

Your liability arising out of:
a. your ownership, use, or occupancy of the **premises** described and insured in your **Policy Declaration**;
b. your newly acquired **premises** to be occupied by you as your **primary residence** from the date you acquire ownership or take possession until the earliest of:
  i. 30 consecutive days;
  ii. the date upon which this Policy expires or is terminated; or
  iii. you obtain other insurance for the **premises**.

Tenant's Legal Liability

Your liability arising out of your personal actions resulting in **property damage** to a **premises** occupied by you and including damage to any contents contained in the **premises** intended for use by you, caused by:
a. fire or explosion;
b. smoke, due to a sudden, unusual and faulty operation of any heating or cooking unit, or fireplace, in or on the **premises**;
c. Basic Water Damage as provided by the Additional Extension of Coverage - Basic Water Damage.

Employers Liability

Bodily Injury to your **residence employee**, arising out of their employment by you.

Condominium Unit Owner Loss Assessment Coverage

Your share of any special assessment, provided the assessment is:
a. valid under the governing rules of the **Strata Corporation**;
b. made necessary by the liability of the **Strata Corporation**;
c. for an **occurrence** of **bodily injury** or **property damage** during your **policy term** and no exclusion applicable to Section II Comprehensive Personal Liability applies;
d. due to a deductible in the **Strata** Corporation's insurance policy subject to the limit indicated in your **Policy Declaration**.

If the assessment is made necessary by an earthquake deductible, we will not pay more than $2,500.
This coverage is only applicable if the **policy type** indicated in your **Policy Declaration** is **Condominium**.

Personal Injury Liability

Your liability arising out of:
a. false arrest, malicious prosecution or intentional detention or imprisonment;
b. libel, slander or defamation of character;

c. invasion of privacy, wrongful eviction or wrongful entry.

Special Limitations

Unless otherwise indicated, with respect to Section II - Comprehensive Personal Liability the following Special Limitations apply:

Watercraft Owned by You

We insure claims arising out of the ownership, use and operation of:

a. **watercraft** equipped with an outboard motor or motors of not more than 19kw (25 hp) in total;
b. **personal watercraft** equipped with an inboard/outboard motor of not more than 38kw (50 hp);
c. any other **watercraft** other than **personal watercraft**, not more than 8 metres (26 feet) in length.

Watercraft Not Owned by You

We insure claims arising out of the use and operation of **watercraft** not owned by you or anyone insured by this policy. We do not insure loss or damage to the **watercraft**, its motors, parts, equipment and accessories.

Personal and Maintenance Vehicles Owned by You:

We insure claims arising out of the use, ownership, and operation of the following motorized or electric powered vehicles owned by you and their equipment, provided they are not required to be registered/licensed for road use and are not used for compensation or hire:

a. wheelchairs or **medical scooters** having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
b. self propelled residential lawn mowers, snow blowers, and other gardening equipment of 50 hp or less;
c. lawn mowers, snow blowers, and other gardening equipment
d. tractors of 35 hp or less;
e. electric golf carts and golf caddies;
f. electric vehicles intended for children with a maximum speed of 10 km/h on level ground;
g. bicycles or **scooters** with a maximum speed of 32 km/h or less on level ground.
   We do not insure loss or damage to the unit or vehicle.

Personal and Maintenance Vehicles Not Owned by You:

We insure claims arising out of the use and operation of motorized or electric powered vehicles and their equipment not owned by you, provided the vehicle is:

a. not subject to vehicle registration or licensing;
b. designed primarily for use off **public roads**;
c. not used for **business**, compensation or hire;
d. not taking part in any organized race or speed test;
e. being used with the owner’s consent.

We do not insure loss or damage to the unit or vehicle.

Trailers And Truck Campers

We insure claims arising out of the ownership, use and operation of any trailer or camper and its equipment provided that such trailer or camper is not being towed by, attached to, or carried on a motorized vehicle that is subject to vehicle registration or licensing;
We do not insure loss or damage to the unit.

Business

We insure claims arising from:

a. your employment as a sales representative, collector, messenger, clerk or teacher;
b. activities during the course of your employment which are ordinarily considered to be non-business activities;
c. part-time activities on your premises, not including rental, with gross revenue or compensation not exceeding $5,000 per year;
d. the temporary or part-time business pursuits of a person insured by this policy, who is under the age of twenty-one (21) years;
e. rental of your Dwelling for residential purposes:
   i. in part, to no more than two (2) roomers/roommates or boarders living at the premises;

ii. of no more than three (3) self contained units/suites (other than that which is occupied by you), and each unit/suite is rented to no more than one (1) family or individual;

f. provided such rental is for a term of at least thirty (30) days;

g. the rental of residential buildings containing not more than six (6) Dwelling units/suites, only when indicated in your **Policy Declaration**;

h. the rental of space in your residence to others for incidental **business** use, only when indicated in your **Policy Declaration**;

i. the rental to others, or holding for rent, of not more than three (3) car spaces, stalls in garages or stables.

Additional Insureds

We agree to extend **Premises Liability** only to additional insureds who through a legitimate contract, lease or other similar agreement have an interest in the **premises** indicated in your **Policy Declaration**.

Such additional insureds can include:

i. His Majesty the King in the Right of Canada;
ii. the Vancouver Port Authority, or other Port Authority as indicated in your contract or lease agreement;
iii. a City or Municipality; or
iv. other interested parties as indicated in your contract or lease agreement.

Floating Wharf or Dock Owned by You

We insure claims arising out of the ownership and use of an off **premises** Floating Wharf or Dock that is owned by you, for **Premises Liability** only.

We do not insure the structures.

Extensions of Liability

Any part of Section II - Comprehensive Personal Liability is only extended if so indicated in your **Policy Declaration**. All other terms, conditions and limitations of this policy remain unchanged.

Hobby Farm – Form No. (Farm 3/4) 12/89

If so indicated in your **Policy Declaration**, Section II Comprehensive Personal Liability coverage is extended to the **Hobby Farm** operation described in your **Policy Declaration** including:

a. **Bodily Injury** as a result of consuming or using your farm **products**;
b. **products** and **completed operations**;
c. Voluntary Medical Payments to customers injured on your **Hobby Farm premises**.

SECTION II - EXCLUSIONS

Unless otherwise indicated in your **Policy Declaration**s, we do not insure claims arising directly or indirectly from:

a. the use, ownership, or operation of:

i. **personal watercraft**;
ii. **watercraft** and any equipment designed for use or attachment to a **watercraft,** except as provided by Section II - Special Limitations;
iii. motorized or electric powered vehicles or trailers, except as provided by Section II - Special Limitations; or
iv. aircraft, drones, their equipment, any landing strip or **premises** used as an airport including all necessary or incidental operations;

b. your **business** or occupational pursuits or any **business** operations on your **premises**, unless approved and indicated in your Policy or as provided by Section II - Special Limitations;

c. service providers or participants in the Community Living BC (CLBC) program;

d. commercial farming;

e. **Hobby Farm** operations, unless indicated in your **Policy Declaration**;

f. **property damage** to any property:

i. you own, use, occupy, lease or any property in your care, custody or control;
ii. you sell or have sold, that was damaged while it was owned by you;
iii. or fixtures as a result of work done on them by you or anyone on your behalf;

g. **bodily injury** to:

i. you or to any person residing in your household, other than a **residence employee**;
ii. a fellow employee in the course of your **business**;
iii. a student caused by disciplinary action by you if you are a teacher;

h. the rendering or failure to render of any Professional Service (services requiring special training and qualifications in a profession whose conduct is regulated by custom or law), irrespective of permission granted for **business** purposes;

i. any form of abuse, harassment or corporal punishment, including the intentional or negligent failure to take steps to prevent these actions, by, at the direction of, or with the knowledge of you or any person insured by this policy;
j. **bodily injury** or **property damage** that you have assumed under contract or agreement, unless liability would have existed if no contract had been in force;
k. liability imposed upon or assumed by you under any workers compensation statute;
l. an action by you and sustained by any person who is your employee at the time of the offence causing the injury;
m. civic or public activities performed by you for which you receive remuneration;
n. any publication or utterance:
    i. if the first injurious publication or utterance of the same or similar material by or on behalf of you was made prior to the effective date of this insurance;
    ii. ii) concerning any organization or **business** enterprise, or its **products** or services made by or at the direction of you or anyone insured by this policy, with knowledge of the falsity thereof;
o. any **Dwelling** or Detached Private Structure while under the **course of construction** unless Optional Coverage – **Course of construction** is indicated in your **Policy Declaration**;
p. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
q. **terrorism**;
r. **bodily injury** or **property damage** which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy limits or its termination;
s. **bodily injury**, **property damage** or personal injury arising from your intentional violation of a law, statute or ordinance or any criminal acts of:
    i. you or anyone insured by this policy;
    ii. other people at the direction of you or anyone insured by this policy;
t. the transmission of a communicable or sexually transmitted disease by you or any person insured by this insurance policy, to another person;
u. actual, alleged or threatened sexual molestation, sexual harassment, corporal punishment or physical or mental abuse or harassment, directly or indirectly by you or any person insured by this insurance policy;
v. any type of discrimination as prohibited by human rights legislation or similar laws due to sex, sexual orientation, age, marital status, health, colour, race, creed or national origin;
w. **fungi**, **spores** or bacteria, however caused, including any expenses incurred to assess or otherwise deal with or dispose of **fungi, spores** or bacteria. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
x. **data** and **data problems**;

and we do not insure

y. **punitive** or exemplary damages.

VOLUNTARY MEDICAL PAYMENTS

We will pay reasonable medical expenses if you unintentionally injure another person not insured by this policy, anywhere is the world or if they are accidentally injured on your **premises**.
Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.
This coverage is available even if you are not legally liable.
We will only pay expenses incurred within one year from the date of the accident which caused the unintentional injury. The accident must occur during your **policy term**.
The maximum amount that we will pay to any single person arising out of any one accident is indicated in your **Policy Declaration**

Exclusions: In addition to Section II – General Exclusions, we will not pay expenses that are:

a. covered under any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
b. incurred in respect of any person insured by this policy;
c. incurred in respect of your **residence employee**; or
d. covered under any Workers' Compensation statute.

VOLUNTARY PROPERTY DAMAGE

We will pay compensation for unintentional physical damage to the property of others, caused by you or anyone insured by this policy anywhere is the world.
This coverage is available even if you are not legally liable.

We will only pay expenses incurred within one year from the date of the accident which caused the unintentional damage to property.

The accident must occur during your **policy term**.

For any single **occurrence**, we will pay whichever is the least of:

a. the cost to repair the damaged property with materials of similar quality and function; or
b. the cost of new articles of similar kind, quality and usefulness; or
c. the amount indicated in your **Policy Declaration**.

Exclusions: in addition to Section II – General Exclusions we will not pay for:

a. damage to any property owned or rented by you or your **tenant**;
b. damage to any property insured under Section I this policy;
c. claims caused by the loss of use of property, without any physical damage; or
d. loss or damage caused by **theft**.

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

We will defend any **action** seeking compensatory damage to which Section II – Comprehensive Personal Liability insurance applies, however we:

a. have no duty to defend you against any Action seeking compensatory damages or other relief to which this insurance does not apply;
b. have the right to select legal counsel, investigate, negotiate and settle any claim on your behalf;
c. will pay only for the legal counsel that we select;
d. will also pay:
    i. all expenses which we incur;
    ii. all costs levied against you in any **action**;
    iii. interest accruing after any judgment for compensatory damages to which this insurance applies, on that part of the judgment that is within your applicable limits of insurance;
    iv. expenses incurred by you for emergency medical treatment to others following an accident or **occurrence** to which this insurance applies;
    v. reasonable expenses incurred by you at our request, including actual loss of income up to a maximum of $100 per day;
    vi. premiums for appeal bonds required in any insured **action** and bonds to release any property that is being held as security;
    however:
        1. the amounts we pay will be included within the limit of insurance indicated in your **Policy Declaration**, and
        2. we are not obligated to apply for or provide these bonds.

The expenses we incur under this section are in addition to the limit set out in your **Policy Declaration**, unless otherwise indicated.

SECTION III – VOLUNTARY COMPENSATION

We offer to pay this benefit, up to a maximum of $20,000 in total to your employee if your employee is injured or dies accidentally while working for you, even though you are not legally liable.

This limit also includes the following costs incurred as a result of the employee's injury or death:

a. medical expenses your employee incurs;
b. costs of supplying or renewing artificial limbs or braces;
c. actual funeral expenses.

An employee who accepts these benefits must sign a release giving up any right to sue you, and if requested will submit to examination at our expense by doctors we select. The employee must also authorize us to obtain medical and other records.

We do not insure you for costs recoverable from other insurance plans.

SECTION IV – WARRANTIES AND CONDITIONS

The following warranties are applicable only when printed in your **Policy Declaration**

Commercial General Liability Warranty

With respect to your **business** declared and operating on your Premises, you agree to hold and maintain a Commercial General Liability insurance policy with a carrier of your choice.
Failure to comply with this warranty may void this policy and invalidate any claim.

Daycare Warranty

We agree to allow the operation of a daycare on your insured Premises.
The maximum number of children allowed in the daycare is indicated in your **Policy Declaration**.
Premises Liability only is extended to your daycare operation.
You agree to purchase and maintain a Commercial Daycare Liability insurance policy as long as you operate the daycare on this Premises insured by us and you agree to provide a copy of your Commercial Daycare Liability insurance policy upon our request.

Landlord Must Internally Inspect the Premises Every Ninety (90) Days Warranty

You agree, the rented **Dwelling** insured by this policy will be inspected by you or your designated representative at least once every 90 consecutive days ensuring the Premises is safe, well maintained and **tenant** occupied.
Failure to comply with this warranty may void this policy and invalidate any claim.
All other terms, conditions and limitations of this policy remain unchanged.

Locked Vehicle Warranty

You agree, this policy does not insure against **theft** from an unattended vehicle unless the vehicle is fully equipped with an enclosed body, and the loss is a direct result of forcible entry, of which there shall be visible evidence, into the fully enclosed body, the doors and windows of which shall have been securely locked.

Wood Stove Warranty

You agree there is no wood stove used for primary or secondary heating or cooking.
For the purposes of this warranty, a conventional fireplace with a wood or pellet-burning insert or any wood or pellet-burning cooking or heating unit is considered to be a wood stove.
Failure to comply with this warranty may void this policy and invalidate any claim.
All other terms, conditions and limitations of this policy remain unchanged.

HOMECOVER POLICY CONDITIONS

a. Unauthorized Settlement: for a loss or damage insured under Section II, we will not indemnify you for any payment you make, any obligations you assume, or any expenses you incur, other than first aid.

b. Action Against Us:
Only the person named in your **Policy Declaration** may take legal **action** against us. You will not bring legal **action** against us until you have fully complied with all terms and conditions of this HomeCover insurance policy.
You must bring any **action** against us within:
   I. two (2) years from the date you knew or ought to have known the loss or damage had occurred, with respect to property; or
   II. two (2) years from the date the cause of **action** arose with respect to liability; but not until 60 days after proof of loss has been filed and the amount of the loss is determined.

   However, this two (2) year period is extended by the number of days between the date a proof of loss is submitted, and the date the claim is denied in whole or in part.
   Section II – Liability: You will not bring any **action** against us until the amount of your obligation to pay has been finally determined, either by a judgement against you or by a written agreement between you, the claimant and us, and which has our full consent.

Section II – Voluntary Payments: You will not bring **action** against us until you have fully complied with all the terms of this policy, nor until 60 days after the required proof of loss has been filed with us.

c. Notice to Authorities: when loss or damage under Section I is suspected to be caused by malicious acts, **burglary or robbery, theft**, or attempted **theft**, you must give immediate notice to the police or other law enforcement agency having jurisdiction.

d. Your Co-Operation and Duties: if a loss, accident or occurrence happens, you must promptly notify us.
As part of your notification, you are required to provide us with:
   i. your name, contact information and policy number;
   ii. the date, time, location, and circumstances of the loss or occurrence;

iii. the contact information of all known witnesses and potential claimants;
iv. a completed and submitted proof of loss.

We may also require you to:

i. help us obtain witnesses, information, and evidence about the loss and cooperate with any legal **action**;
ii. submit to examination under oath;
iii. immediately provide us with everything received in writing concerning the claim including all legal documents;
iv. provide us access to all documents in your possession or control related to the application of insurance;
v. provide us with all documentation in support of the proof of loss; and
vi. permit extracts and copies of such documents to be made at a reasonable place and time designated by us.

e. Assignment: the assignment of this insurance is not permitted without prior consent.
f. Inflation: at each successive renewal of your policy, some limits, sub-limits or additional coverages indicated in your **Policy Declaration** with an asterisk (*) may be automatically increased by a percentage reflecting the annual rate of inflation, as determined by us.
g. Inflation Protection – After an Insured Loss: when there is a loss insured under Section I, we may increase the insurance limit or property value by amounts that are solely attributable to inflation as determined by us:
   i. since the inception date of this policy; or
   ii. the latest renewal date; or
   iii. from the effective date of the most recent change to property values indicated in your **Policy Declaration**, whichever is the latest.
h. No Benefit to Bailee: you agree this insurance shall in no way insure directly or indirectly to the benefit of any carrier or other bailee.
i. Insurance Under More Than One Policy: if you have other insurance or contracts containing indemnification clauses which apply to a loss or claim, or would have applied if this policy did not exist, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is exhausted.
j. Reinstatement: any payments made for loss or damage shall not reduce the amounts of insurance provided by this policy.
k. Specified Property: property identified under the Additional Coverage(s) / Conditions section in your **Policy Declaration** is insured separately and distinctly from all other insured property and is subject to the limit of insurance indicated. No other limit provided by this insurance shall apply to such specified property nor contribute to or increase the amount payable in the event of loss.
l. Right Of Subrogation: if we make any payment or assume any liability under this policy, we will assume all your rights of recovery against any person. We will be entitled to bring an **action** in your name to enforce such rights. We will have carriage and control of any such litigation, whether the **action** is commenced by us or you, until the litigation has been completed. Where the net amount recovered after deducting the costs. of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, the amount recovered will be divided between us and you in proportion to which the loss or damage has been borne by each.
m. Replacement: If following payment of a claim, you acquire any articles to replace those that were lost or damaged, you must tell us within thirty (30) days.
n. Sue And Labour: In the event that any property insured under this policy is damaged or destroyed, it is your duty to take all reasonable steps that might be available to you to bring about recovery of such property. We will contribute on a proportionate basis toward any reasonable and proper expenses in accordance with our respective interest in the property insured.
o. Waiver: we shall not be deemed to have waived any term or condition of this policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither we nor you may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof of loss, or the investigation of or adjustment of any claim under the policy.
p. With respect to:

Section II - Comprehensive Personal Liability:

i. You will not, except at your cost, voluntarily make any payment, assume any obligations or incur any expenses, other than first aid expenses necessary at the time of the accident.
ii. You are prohibited from bringing suit against us until all the terms of this insurance have been fully complied with and until the amount of your obligation to pay has been finally determined, either by judgement against you or by an agreement which has our consent.

Section II - Voluntary Payments:

You are prohibited from bringing suit against us until all of the terms of this insurance have been fully complied with and sixty (60) days has elapsed following the filing of the proof of loss with us.

i. Written notice to you may be personally delivered at, or sent by registered mail addressed to your last known address as provided by you.

STATUTORY CONDITIONS

Insurance Act of BC

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless

a) otherwise specifically stated in the contract, or
b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4.

1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
   a) material to the risk, and
   b) within the control and knowledge of the insured.
2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
   a) terminate the contract in accordance with Statutory Condition 5, or
   b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5.

1) The contract may be terminated
   a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
   b) by the insured at any time on request.
2) If the contract is terminated by the insurer,
   a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
   b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6.

1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
   a) immediately give notice in writing to the insurer,
   b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
      i. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
      ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
      iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
      iv. stating the amount of other insurances and the names of other insurers,
      v. stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
      vi. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
      vii. stating the place where the insured property was at the time of loss,
   c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
   d) if required by the insurer and if practicable,
      i. produce books of account and inventory lists,
      ii. furnish invoices and other vouchers verified by statutory declaration, and
      iii. furnish a copy of the written portion of any other relevant contract.
2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
   a) by the agent of the insured, if
      i. the insured is absent or unable to give the notice or make the proof, and
      ii. the absence or inability is satisfactorily accounted for, or
   b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

9.
   1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
   2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10. After loss or damage to insured property, the insurer has
   a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
   b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
      i. without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
      ii. without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11.
   1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or

damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

2) There is no right to a dispute resolution process under this condition until
   a) a specific demand is made for it in writing, and
   b) the proof of loss has been delivered to the insurer.

When loss payable

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

13.

1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14.

1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

STANDARD MORTGAGE CLAUSE

It is hereby provided and agreed:

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 will 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 will 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 will come to his knowledge; and that every increase of hazard (not permitted by the policy) will 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 will be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation will be limited to the amount of such loss payment and will 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 will 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 is other valid and collectible insurance upon the property with loss payable to the Mortgagee, at law or in equity, then any amount payable thereunder will 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 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.

6) Foreclosure: Should title or ownership to said property become vested in the Mortgagee or assigns as owners or purchaser under foreclosure or otherwise, this insurance will continue until expiry or cancellation for the benefit of the said Mortgagee or assigns.

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

DEFINITIONS

For the purpose of this insurance, the following terms are **DEFINED**:

ACTION: a civil proceeding in which compensatory damages because of bodily injury or property damage to which this insurance applies are alleged.
Action includes:

a. an arbitration proceeding in which such compensatory damages are claimed and to which you must submit or does submit with our consent; or
b. any other alternative dispute resolution proceeding in which compensatory damages are claimed and to which you submits with our consent.

AGGREGATE LIMIT: indicates the amount of coverage you have for a specific period of time, usually your policy term, no matter how many separate accidents might occur. It is the total, cumulative, collective amount.

BARE LAND STRATA: a form of property ownership where the land is subdivided into individual lots (often with detached homes) before development, but the owners share common property like roads, utilities, and amenities. You own your land and house but pay **Strata** fees for shared services.
(Reference should be made to the **Strata** Property Act BC for further details)

BICYCLE: including the following and their equipment, only when they do not require a license to operate:

a. electric assisted bicycles (E-Bike); or
b. electric scooters with pedals allowing the operator to pedal the unit like a bicycle;

with a maximum speed of 32 km/h or less on level ground.

BOARDER: see Tenant.

BODILY INJURY: any damage to a person's physical condition, including pain, illness or resulting death.

BURGLARY: is the illegal entry into a building, **Dwelling**, or structure with the intent to commit a crime, most commonly theft, larceny, or felony and often referred to as breaking and entering. (see also robbery)

BUSINESS:

a. any continuous or regular trade, service, profession or occupation undertaken for financial gain;
   with the exception of:
   i. part-time activities on your Premises, not including rental, with gross revenue or compensation not exceeding $5,000; or
   ii. temporary or part-time business pursuits of a person under the age of 21 years.

BUSINESS PROPERTY: books, tools, and instruments pertaining to a business, trade, profession or occupation, including but not limited to goods held for sale, finished products, samples or stock, business records or related data pertaining to a business whether used for such purpose or not. Business Property also includes **Personal Property** used to generate an income.

BYLAW (S): any law, bylaw, regulation, or ordinance regulating zoning, demolition, construction, or repair of buildings. Compliance with any bylaw, law, regulation, code or ordinance regulating the zoning, construction, repair or demolition of buildings/structures can increase the cost to repair, demolish or rebuild the insured property.

CARE FACILITY: a residential care facility, licensed as required in BC, providing accommodation, meals, care and supervision based on the residents' needs.

CASH CARD: cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

CIVIL AUTHORITY: any person acting under the authority of the Governor General in Council of a province or any person acting with authority under Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

COIN COLLECTION: including individual, rare or collectible coins, medals, paper money and bank notes if part of a numismatic collection, including coin albums, containers, frames and display cabinets used with such collections.

COLLECTIBLES: including sports cards, sports memorabilia, trading cards, comic books and other collections or collectible items that are not insured as fine arts.

COMPENSATORY DAMAGES: damages in payment for actual injury or economic loss. This does not include punitive or exemplary damages, the multiple portion of any multiplied damage award, or any injunctive or declaratory relief.

COMMON PROPERTY (**Strata**): refers to all areas and assets within a **Strata** plan that are not part of an individual's private **Strata** lot. It is collectively owned by all owners within the **Strata** corporation and typically includes building structures, hallways, elevators, shared amenities, and exterior land.
(Reference should be made to the **Strata** Property Act BC for further details)

COMPLETED OPERATIONS:
a. work or operations performed by you or on your behalf;
b. material, parts or equipment furnished in connection with such work or operations; and
c. warranties or representations made at any time with respect to the fitness, quality, durability or performance of any items included in the Hobby Farm coverage.

COMPUTER: personal desktop and laptop computers, computer hardware and commercially available software. Phones, computerized appliances, smart home devices are not considered to be computers.

CONDOMINIUM UNIT: a privately owned space within a larger multi-unit building or complex (such as a condo, townhouse, or duplex).
For the purpose of this insurance this definition of Unit includes any secure Storage Locker on your premises intended for storage of your **Personal Property**.

CONDOMINIUM UNIT OWNER: holds title to their unit while sharing ownership of common areas.

CONTENTS RENTED TO OTHERS: also known as **Personal Property** Rented to Others
consists of:
a. your **Personal Property** intended for use by your tenant consisting of appliances, window coverings, furnishings and equipment usual to the maintenance of a residential **Dwelling**;
b. if your **Dwelling** is rented to others and your **Policy Declaration** indicates an amount for **Personal Property**, the amount indicated is the limit of insurance for your Contents Rented to Others.
(we do not insure your **Personal Property** in a rented **Dwelling**)

COURSE OF CONSTRUCTION: the period of time commencing from the date construction started until the **Dwelling** is occupied. Renovations or additions to your **Dwelling Building** while occupied are not considered **Course of construction**.

CRYPTO CURRENCY (Crypto-currency or Crypto): is a decentralized (meaning they are not issued by governments or other financial institutions) digital or virtual currency secured by cryptography operating on blockchain technology. It can serve as a medium of exchange for online payments, peer to peer transfers and speculative investing. Popular examples are Bitcoin, Ether, Litecoin, and Monero.

DATA: representations of information or concept, in any form.

DATA PROBLEM: the erasure, destruction, corruption, misappropriation, misinterpretation of data, or any error; creating, amending, entering, deleting, or using data; or the inability to receive, transmit, or use data, including the distribution or display of data in any form.

DETACHED PRIVATE STRUCTURES: permanent structures or buildings on your Premises, separated from your **Dwelling** by a clear space and not insured by any other insurance. If they are connected to your **Dwelling** only by a fence, utility line or similar connection, they are considered to be detached.

DOMESTIC WATER CONTAINER a common household appliance, fixture, device, or apparatus for containing, heating, chilling, or dispensing water for personal use. Examples include: sinks, toilets, bath tubs, showers, swimming pools, hot tubs, fridges, hot water tanks, water dispensers, aquariums, washing machines, dishwashers etc.

DWELLING and **DWELLING BUILDING**:

a. When your **Policy Declaration** indicates an amount of insurance (or Unlimited) for your **Dwelling** Building, **Dwelling** Building means:
    i. your primary residential building (or Mobile Home) on your insured Premises identified in your **Policy Declaration** as Location of Insured Property;
    ii. a residential building that you rent to others, that is not your primary residence;
    iii. if your **Dwelling** contains a suite; we expect the suite to have a separate, self contained living space for a household, featuring private facilities for cooking, sleeping, and sanitation, with its own entrance;
        1. occupied by you as your primary residence; or
        2. rented to others;
b. When the policy type indicated in your **Policy Declaration** is **Condominium**, **Dwelling** means:
    i. a self contained living space or unit within a larger complex managed by a **Strata** Corporation; (like an apartment, townhouse, or sometime a detached house) and
    ii. where you own your own private space but share ownership of the common areas.
c. When the policy type indicated in your **Policy Declaration** is Tenant, **Dwelling** means:
    i. a self contained living space for a household, featuring private facilities for cooking, sleeping, and sanitation, with its own entrance;

FAIR RENTAL VALUE: the reasonable loss of potential rental income for your **Dwelling** or Detached Private Structure, or part thereof, determined based on factors including but not limited to actual past rental income and the market rental value of similar properties, less any expense that would be incurred if the property was rented but is not incurred while the property is unfit for occupancy.

FINE ARTS: includes antiques, precious items, bona fide works of art meaning: articles of rarity historical value or artistic merit created primarily for aesthetic or intellectual value (rather than utility),
Examples of Fine Art:

a. paintings, etchings, prints,
b. tapestries, rugs,
c. statues, figurines, carvings,
d. rare books, photographs, manuscripts,
e. memorabilia,
f. rare glass, marble ware, porcelainware,
g. ceremonial or religious regalia.

and other similar articles that are not in use for household purposes and where the age, history or rarity can contribute significantly to the value.

FLOOD: includes any of the following:

a. the action of waves, tides, tidal waves, tidal waters, high waters, seiche, storm surge or tsunami, whether driven by wind or not;
b. the escape of water from any natural or artificial body of water other than a swimming pool; or
c. spray from any of these.

FUEL ESCAPE: the sudden and accidental escape of domestic fuel from a permanently installed fuel tank including from any attached equipment, apparatus or piping. The leak or spill must be sudden and accidental and not the result of long-term neglect or maintenance issues.

FUNGI: includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic, or toxigenic, and any substance, vapor, or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.

HOBBY FARM: a small-scale agricultural property primarily used for personal enjoyment, lifestyle, or self-sufficiency rather than for primary income. Hobby Farms feature residential, rural, or acreage living, with farming activities like raising animals or growing crops part-time or for supplementary income. Annual gross receipts are less than $25,000 (Commercial Farming is usually defined as farming activities with annual gross receipts of $25,000 or more).

GROUND WATER: fresh water that exists under the surface of the ground. Sources of ground water are rivers, natural springs, aquifers, rain, and snow. Ground water is the most abundant source of freshwater available.

HOMECOVER INSURANCE PROTECTION APPLICATION AND DECLARATION (also referred to as your **Policy Declaration**) Your HomeCover insurance application becomes your **Policy Declaration** after your policy is accepted and issued by us. Your **Policy Declaration** contains key details serving as a concise overview of your policy term, who and what is insured, what perils are insured, coverage limits, deductibles, premiums, and any additional coverage options or forms that are attached to and form part of your insurance policy.

HOMECOVER POLICY WORDING: the precise written terms, conditions, definitions, and exclusions that make up an insurance contract. It defines the exact scope of coverage, outlining what risks are covered, what is excluded, and the responsibilities of both the insurer and the insured (you) to avoid claim disputes.

JEWELLERY: items of high value that are worn or used for personal adornment, including rings, bracelets, necklaces, earrings, brooches, watches, precious or semi-precious, raw or uncut stones, and ore.

LEGAL LIABILITY: the legally enforceable responsibility for one's actions or omissions, particularly the obligation to compensate a third party for harm, damages, or losses caused by those actions.
It is a central concept in civil law (tort law) and generally stems from negligence (failure to meet the standard of care expected of a reasonable person)

MEDICAL SCOOTER: power-operated vehicles (POVs) or personal mobility devices designed for individuals with mobility impairments who cannot walk or use a walker/manual wheelchair within their home. For the purpose of this insurance, coverage may require a doctor's prescription proving medically essential for daily indoor use.

MOBILE HOME: a pre-manufactured single-wide or double-wide **Dwelling** building, built on a steel chassis, fitted with wheels allowing it to be hauled to a permanent site.

MUDSLIDE: rapid, downward movement of a saturated mixture of soil, rock, sand, water, and debris (such as trees or boulders). It is a specific, fast-moving type of landslide that behaves like a liquid, capable of traveling faster than a person can run and causing significant destruction to roads and buildings.

OCCURRENCE:
a. Section I - Property: loss to insured property arising from one or more of the insured perils.
b. Section II – Comprehensive Personal Liability: an accident or event, including continuous or repeated exposure to conditions, neither intended nor expected, which results in bodily injury or property damage; or an act or series of acts which results in personal injury.

OCCUPANCY: how a property is used - specifically who lives there and whether it is full or part-time which determines risk levels and premiums.
see also Policy Type and Occupancy.

OVERLAND WATER: see surface water

PERSONAL PROPERTY: movable, tangible assets (not permanently attached to your **Dwelling**) considered usual or incidental to the occupancy, ownership and maintenance of a residential premises and household, which are owned, worn or used by you, such as furniture, electronics, clothing, and appliances etc.

PERSONAL PROPERTY CLASSIFIED AS SPECIAL PROPERTY: is only insured if indicated in your **Policy Declaration** with a Sub-Limit of Insurance. The following **Personal Property** are classified as Special Property and are subject to the limits indicated in your **Policy Declaration**:
Jewellery;
Furs; (and garments trimmed with fur)
Silver/Gold ware;
Stamps & Coins:
Computers;
Fine Arts;
Collectibles;
Watercraft;
Bicycles;
Business Property;
Money; (including bullion, **cash card**s , and **crypto** currency)
Securities.

PERSONAL PROPERTY RENTED TO OTHERS: see Contents Rented To Others

PERSONAL WATERCRAFT: see Watercraft

POLICY DECLARATION: see HomeCover Insurance Protection Application and Declaration

POLICY TERM: unless otherwise indicated this insurance is effective 12:01 A.M. standard time on the effective date at the address stated in your **Policy Declaration**, until the earliest of either your policy expiry date or the date your coverage is cancelled or terminated.

POLICY TYPES and OCCUPANCIES: the type of HomeCover policy and the occupancy are indicated in your **Policy Declaration**.

a. Policy Types are:
    Home, Tenant, **Condominium**, Secondary, **Strata** Titled, or Mobile Home;
    Seasonal Packages are: Seasonal Standard and Seasonal Plus;
b. Occupancies are:
    Owner Occupied, Rental, Seasonal, **Vacant**, Tenant Occupied, or ½ Owner Occupied (**Strata**)

PREMISES:
Section I - Property: the area contained within the municipal lot lines of the address identified as the Location of Insured Property in your **Policy Declaration**, on which your insured **Dwelling** is situated.
Section II – Comprehensive Personal Liability: in addition to the definition of Premises under Section I, the following are insured with respect to your liability:

a. individual or family cemetery plots or burial vaults anywhere in Canada;
b. **vacant** land or undeveloped land anywhere in Canada owned by you provided such land is not used for farming or Business;
c. land in Canada on which an independent contractor is building a one or two family residence, to be occupied by you;
d. that portion of a Care Facility where you, your spouse, your parents or a person for whom you exercise legal guardianship reside;
e. that portion of a residence where a **student** who qualifies as an insured (under You or Your) is residing while attending school;
f. locations you are using or where you are temporarily residing provided you are not:
    i. the owner, or
    ii. the lessee or tenant under any agreement that is no longer than ninety (90) consecutive days;
    iii. leasing or renting for use as a hall or similar entertainment venue,
g. newly acquired Premises to be occupied by you as your primary residence.

PREMISES LIABILITY: protects property owners or tenants for their legal liability, medical expenses and damages when a visitor to the premises sustains bodily injury or property damage due to unsafe conditions on their premises.

Examples include: failure to maintaining a safe environment, slip and falls, dog bites, icy walkways, uneven flooring, poor lighting, falling merchandise, or swimming pool accidents.

PRIMARY RESIDENCE: your **Dwelling** where you normally reside and is registered as your home address with the Canada Revenue Agency.

PROFESSIONAL SERVICE: services requiring special training and qualifications in a profession whose conduct is

PRODUCT(S):
a. any goods or products other than real property, manufactured, sold, handled, distributed or disposed of by you or others trading under your name.
b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products including warranties or representations made at any time with respect to fitness, quality, durability or performance of any of the items included in a. above.

PROPERTY DAMAGE: physical damage to, or destruction of or loss of use of tangible property.

PUBLIC ROAD OR HIGHWAY: broadly defined under the Transportation Act and Highway Act to include:
a. every highway within the meaning of the Transportation Act;
b. every road, street, lane or right of way designed or intended for or used by the general public for the passage of vehicles, and
c. every private place or passageway to which the public, for the purpose of the parking or servicing of vehicles, and has access or is invited,

but does not include an industrial road.

PUNITIVE DAMAGES: (and Exemplary Damages) are Non-compensatory damages that are assigned by a court are intended to punish or make an example of. The damages are assigned because of misconduct that departs significantly from ordinary standards of decency. Rarely awarded in Canada they are intended to deter future misconduct.

RESIDENCE EMPLOYEE: a person employed by you to perform household or domestic services or duties which are incidental to the maintenance or use of your Premises. This does not include persons while performing duties in connection with any Business you conduct either on or off Premises.

ROBBERY: is the felonious taking or attempt at taking of property from another person or in their presence, through the use of violence, threats, or intimidation. (see also burglary)

ROOMMATE/ROOMER: see Tenant

SCOOTER: electric assisted scooters and personal transporters meaning a self-balancing transportation device designed for one person) with a maximum speed of 32 km/h or less on level ground.

SECURITIES: instruments that are in bearer, order, or registered form, of a type commonly dealt in on securities exchanges or markets. They generally include shares, stock, bonds, debentures, promissory notes, treasury bills, and any documents commonly known as securities.
Does not include contracts of insurance issued by an insurance company, nor deposits with a bank, trust company, or similar institution.

SELF CONTAINED: a portion of the insured Premises with separate entrance, plumbing and cooking facilities.

SEWER BACKUP: the sudden and accidental backing up, overflow or escape of water or waste water from any sewer system; sump; interior floor drain; or septic system.

SILVER/GOLD WARE: silver ware, silver-plated ware, gold ware, gold-plated ware, pewter and pewter ware and all other items made of silver, gold or pewter.

SPECIAL PROPERTY: see **Personal Property** classified as Special Property

SPECIFIED PERILS:

a. fire;
b. lightning;
c. explosion;
d. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, or fireplace in or on your premises;
e. falling object which first strikes the exterior of the building or structure excluding loss or damage caused directly or indirectly by snowslide, earthquake, landslide or earth movement;
f. riot;
g. vandalism or malicious acts;
h. theft (defined);
i. impact by aircraft or land vehicle;
j. windstorm or hail except we do not insure loss or damage to:
    i. outdoor tv and radio antennae, except to outdoor satellite receivers;
    ii. watercraft unless contained in an enclosed building at the time of the loss;
    iii. **Personal Property** located inside your **Dwelling** or **Detached Private Structures** unless the windstorm first creates an opening in the building which contributes to the loss or damage;
    iv. the outer shell or metal cover of a **mobile home**, whether driven by wind or not, unless punctured by the hail;
k. collapse due to the weight or melting of ice, snow or sleet;
l. **transportation accidents**;
m. building glass breakage;
n. electricity meaning accidental direct physical loss or damage caused by artificially generated electrical current;
o. **fuel escape.**

SPORES: includes, but is not limited to, one or more of the reproductive particles or microscopic fragments produced by, emitted from or arising out of any fungi.

SPORTING EQUIPMENT: equipment and related protective gear required to participate in a sport. Sporting equipment will include surf boards, paddle boards and other similar items used on the water, however this definition does not include bicycles.

STAMP COLLECTION: including individual postage stamps and other philatelic property including books, pages and mountings.

STRATA CORPORATION (Strata Titled): is legally created to divide a building(s) or a parcel of land into separate components that are individually owned and common components are owned by all of the owners.
Owners are the members of the **Strata** Corporation which is a legal entity meaning it can sue or be sued, enter into contracts and hire employees.
(Reference should be made to the **Strata** Property Act BC for further details)

SURFACE WATER: water which accumulates upon or submerges usually dry land, as a result of torrential rainfall, rapid snow melt, spring runoff, or the rising of, breaking out or overflow of any freshwater lakes, rivers or watercourse whether natural or manmade.

TENANT: a person with whom any **Dwelling** rental agreement is made including:

a. any guest of the tenant, employee or other member of the tenant's household; and
b. any boarders/roomers/roommates who may or may not be paying or contributing to household expenses or rent.

TERRORISM: an ideologically motivated unlawful act committed for the purpose of influencing any government or instilling fear in the public or a section of the public, or any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism.

THEFT OR ATTEMPTED THEFT: the felonious taking of property including mysterious disappearance. For the purpose of this insurance theft also includes burglary or robbery.

TRANSPORTATION ACCIDENTS: the sudden and accidental, unexpected and unintentional: collision, upset, derailment, stranding or sinking of any vehicle, or conveyance of a common carrier; excluding the transport of any Building, Structure or Mobile Home.

UNIT: a privately owned space within a larger multi-unit building or complex (such as a condo, townhouse, or duplex). Owners hold title to their unit while sharing ownership of common areas.
For the purpose of this insurance this definition of Unit includes any secure Storage Locker on your premises intended for storage of your **Personal Property**.

VACANT:
a. the occupant has moved out with no intent to return; or
b. your **Dwelling** does not contain furnishings or household equipment sufficient to make it habitable; or
c. a newly constructed **Dwelling** is **vacant** upon completion of construction and before an occupant moves in; or
d. your **Dwelling** is **vacant** when an occupant moves out and another has not yet moved in.

A **Dwelling** not inhabited on a daily basis, where the majority of the contents remain because the occupant plans to return after frequent, short intervals, is not considered **vacant**.

VACANT OR UNDEVELOPED LAND: land that is absent of any permanent structures (fences are not considered permanent structures).

WATERCRAFT: sailboats, windsurfers, rowboats, canoes, kayaks and any motorized vessels used on the water including their related equipment, furnishings, accessories, trailers and motors except:
a. sporting equipment, or
b. personal watercraft: meaning a small motorized vessel designed to be operated by sitting, standing or kneeling on top and powered by an inboard jet drive or jet-pump propulsion system such as Jet Skis, Sea-Doos and Wave Runners etc. including their furnishings and equipment.

WATER MAIN: a pipe forming part of the water distribution system, which conveys consumable water but not waste water.

YOU or YOUR: persons insured under this insurance contract meaning the person(s) named in your **Policy Declaration** as Named Insured(s) and:
a. while living in the same household as you:
   i. your spouse, meaning two people who are legally married or unmarried partners who cohabitate in a marriage-like relationship;
   ii. your relatives; and
   iii. any person under the age of 21 in your care;
b. a **student** who is dependent on you for support, while attending school, college, or university even if temporarily living away from your Premises;
c. you, your spouse or the parents of either, while residing in a Care Facility;
d. if you are a legal entity, such as a corporation, partnership, or society, by you or your, we strictly mean your legal entity;
e. with respect to farm tractors and other insured farm machinery and implements, your residence employee in the course of their employment for you;
f. any person legally liable for damages arising out of the use, care, custody or control of a watercraft owned by you and to which this insurance applies, excluding anyone using or having custody of the watercraft in the course of any business, or without your permission;
g. any person legally liable for damages arising out of the care, custody or control of an animal owned by you and to which this insurance applies excluding anyone having care, custody or control of the animal in the course of any business, or without your permission;
h. in the event of your death:
   i. your executor or power of attorney having custody of your Premises, but only with respect to liability arising out of ownership, use, or occupancy of your Premises or other property insured by this policy; or
   ii. any person insured by this policy at the time of your death who continues to live in your **Dwelling**.

TOLL FREE	**1-800-661-4404**
WEB	**www.familyins.com**

Managing Agent of Definity Insurance Company **(07/2026)**