

Swapnil, here is your complete home insurance policy

Policy 1346753-1 is effective Jan 15, 2020, and it protects your home at 501 - 591 Sheppard Ave E North York, ON M2K0G2.



Important: Please read and keep safe.

Thank you for choosing Square One Insurance Services. This document consists of your Policy Declaration and your Policy Wordings, which together form your complete Policy. Please read this document carefully. For answers to any questions you may have, call 1.855.331.6933 or email customer.support@squareoneinsurance.com.

[Need to change this policy, update your payment information, or report a claim?](#) Do so by logging in to your online account at squareoneinsurance.com. Or, call 1.855.331.6933 for assistance. Our policy sales and support department is available between 6:30 am to 6:30 pm (PT), Monday to Saturday. Our claims department is available 24 hours a day.

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Policy Declaration

This Policy Declaration describes the insurance you purchased. It is based on information provided and selections made. Contact us immediately if changes or corrections are required. **Please note that this Policy contains clauses that may limit the amount payable.**

Policy Overview

This Policy replaces any previous Policy bearing the same Policy number. The policy term is effective 12:01 AM local time at the location insured on the date specified below.

Policy number:	1346753
Policy term:	From Jan 15, 2020 until cancelled or replaced.
Named insured:	Coverages applicable:
1 Swapnil Garge	All selected
Insured location:	501 - 591 Sheppard Ave E North York, ON M2K0G2
Mailing address:	501 - 591 Sheppard Ave E North York, ON M2K0G2
Registered mortgages: (in order of priority)	Not applicable

Policy Coverages and Deductibles

The coverages, limits, deductibles, and monthly premiums that apply to this Policy are listed below. Please refer to the Policy Wordings for the descriptions of these coverages and deductibles. All limits, monthly premiums, and other amounts expressed in this Policy are in Canadian currency.

Coverages	Limit	Premium
Personal Property	\$20,000	\$7.54
Additional Living Expenses	\$5,000	\$2.45
Personal and Premises Liability	\$1,000,000	\$10.19

Legal Protection Coverages	Amount	Premium
Not purchased		
Deductibles	Amount	Premium
Standard	\$1,000	Included

Monthly Costs and Payment Details

The monthly costs and payment details for this Policy are listed below. Please note that this Policy is subject to a \$50 minimum retained premium from the date of purchase until the end of the first policy year. This means the first \$50 of this premium is non-refundable.

Monthly Costs	Premium
Selected coverages and deductibles:	\$20.18
8% Ontario Retail Sales Tax(#843539917TR0001):	\$1.61
Total monthly cost	\$21.79

Payment Details	Selection
Payment frequency:	Annually
Payment method:	Visa/Mastercard Debit
First payment:	Jan 6, 2020
Next payment	Jan 15, 2021

Application

A summary of the information collected from you during the application process is provided below. This information has been used to determine appropriate coverages, calculate associated premiums, and offer insurance under this Policy. If any of this information is incorrect or changes in the future, then a claim made under this Policy may become invalid and your right to recover may be forfeited. **Notify us immediately of any corrections or changes by calling 1.855.331.6933 or emailing customer.support@squareoneinsurance.com.**

Applicants	Birthdate
Swapnil Garge	1989
Question	Answer
Do you own the home, rent it, or live in a co-op?	I rent the home
What type of home is it?	Apartment or condo
What year did you move into the home?	2020 or just moving in
Will the home be occupied within 7 days of when this policy starts?	Yes
Who will live in the home?	Me and my family
Including you, how many family members will live in the home?	Me and 1 family member
Will this be the home you live in most of the time?	Yes
Will you participate in home sharing programs, home exchanges or short-term rentals?	No
Is a business conducted from the home?	No
Does your household include any dogs? If so, select the appropriate breeds.	No
How many floors are there in the building?	5 to 9 floors
What construction type is the home?	Concrete
How many bedrooms are in the home?	1 bedroom
Do you currently have an active home insurance policy?	No
In the past 5 years, has a home insurance provider: (1) cancelled your policy; (2) refused to renew your policy; (3) imposed conditions on your policy; or (4) required repairs to the home that are not yet completed?	No

Have you suffered a loss, or are you aware of any imminent threats, that may result in a claim under this policy?	No
To offer you an accurate quote, Square One Insurance Services uses information that you provide along with claims and credit histories that we retrieve. Would you like to proceed?	Yes
What is the home's address?	501 - 591 Sheppard Avenue East North York, Ontario M2K0G2
Year built	2019
What is your previous address?	313 - 2 Rean Drive North York, Ontario M2K3B8

Terms and Conditions (accepted by applicants)

- ☒ You, and all other applicants, authorize Square One Insurance Services to: (1) collect and use personal information; (2) retrieve and use claims history and credit information; (3) provide a home insurance quote; and, (4) send emails related to this quote.

 - ☒ All information provided is true and correct. Any claims under this insurance will become invalid, and your right to recover will be forfeited, if you: (1) give false information; (2) knowingly fail to disclose or misrepresent any fact in the application; (3) contravene a term of the contract or commit a fraud; or, (4) willfully make a false statement in respect of a claim.

 - ☒ You are entering into a variable recurring pre-authorized debit agreement that lets us withdraw funds from your bank account without notification of each withdrawal. You will review this agreement and contact us with any questions. You must provide 10 days notice to change or terminate this agreement. You may be charged a \$20 fee for any payment returned as unsuccessful.
-

Agency, Insurer and Disclosure Notice

Agency

This Policy is sold, administered and serviced by:

Square One Insurance Services

Suite 1410 - 650 West Georgia St

Vancouver, BC

V6B 4N8

Tel: 1.855.331.6933

Fax: 1.855.331.6935

Email: customer.support@squareoneinsurance.com

Insurer

This Policy is underwritten by:

The Mutual Fire Insurance Company of British Columbia

Suite 201 - 9366 200A St

Langley, BC

V1M 4B3

Disclosure Notice

Square One Insurance Services is licensed as a general insurance agency by the Insurance Council of British Columbia, the Alberta Insurance Council, the Insurance Councils of Saskatchewan, the Insurance Council of Manitoba, and the Financial Services Commission of Ontario. The proposed insurance transaction is between you and the Insurer.

In soliciting the transaction described above, Square One Insurance Services represents the Insurer. Upon completion of this transaction, Square One Insurance Services will be paid a commission or fee by the Insurer.

Square One Insurance Services has no business or financial interest in the Insurer and the Insurer has no business or financial interest in Square One Insurance Services

Both Square One Insurance Services and the Insurer are prohibited from requiring you to transact additional or other business as a condition of this transaction.

Consent Statements

Consent on Personal Information

I have provided Personal Information to Square One Insurance Services and/or the Insurer, and I may in the future provide further Personal Information. Personal Information may include, but is not limited to, my name, address, credit information, and claims history.

I authorize Square One Insurance Services and/or the Insurer to collect, use, and disclose any of this Personal Information, subject to the law and to any policies regarding Personal Information Square One Insurance Services and/or the Insurer may have, for the purpose of: (a) communicating with and marketing to me; (b) assessing my Application; (c) underwriting my Policy; (d) evaluating claims; (e) detecting and preventing fraud; and, (f) analyzing business results.

I confirm that all individuals whose Personal Information is contained in this Policy have authorized me to agree to the above on their behalf.

Consent on Electronic Communication

I agree any Electronic Communication between Square One Insurance Services and me will take place according to the provisions of this section. Electronic Communication means any communication of instructions by telephone or other method of telecommunication, or electronic transmission by facsimile or computer.

Square One Insurance Services will consider any Electronic Communication received from me or in my name to be duly authorized by me. I authorize Square One Insurance Services to rely and act on any such Electronic Communication. If the Electronic Communication is by facsimile, then Square One Insurance Services will be entitled to act upon any signature purporting to be my signature. If Square One Insurance Services tries to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (though not obligated to do so) and is unable to do so, then Square One Insurance Services may delay in acting on or refuse to act on such instructions.

I understand, agree, and authorize that, for our mutual protection, Square One Insurance Services may record all telephone calls that relate to this Policy.

I agree that the records Square One Insurance Services has regarding any Electronic Communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. These records will be conclusive proof of the information contained in such electronic communications.

Managing this Policy and Reporting Claims

Changing this Policy

Any Named Insured on this Policy Declaration is authorized to make changes to this Policy. Notwithstanding this authorization, Square One Insurance Services may require all Named Insureds on this Policy Declaration to confirm the requested changes before making the changes. To make a change to this Policy, log in to your online account by visiting **squareoneinsurance.com** or contact Square One Insurance Services.

Cancelling this Policy

This Policy can be cancelled at any time. The First Named Insured on the Policy Declaration must authorize cancellation. Square One Insurance Services may require this authorization be provided in writing. To cancel this Policy, log in to your online account by visiting **squareoneinsurance.com** or contact Square One Insurance Services.

A refund will be provided for the excess premium actually paid over the pro-rata premium for the expired time. This refund is subject to a \$50 minimum retained premium in the first policy year. No refund will be issued for an amount less than \$2.50.

Reporting Claims

Any Named Insured on this Policy Declaration is authorized to report a claim under this Policy. Emergency claims service is available 24-hours a day. To report a claim under this Policy, log in to your online account by visiting **squareoneinsurance.com** or contact Square One Insurance Services.

Policy Wordings

These Policy Wordings describe the home insurance that you have purchased. They include various terms, conditions, and exclusions that limit the insurance this Policy provides. An index is provided at the end of this document. **Please read the nine sections of this document carefully and contact us if you have any questions.**

1 Insuring Agreement

In exchange for the premium paid, this Policy provides the insurance described in these Policy Wordings, subject to the limits and deductibles specified on the Policy Declaration.

All limits, deductibles, and premiums expressed in this Policy are in Canadian currency.

Only Named Insureds may make changes to this Policy, file a claim under this Policy, or take legal action against the Insurer. This Policy cannot be assigned to others without the Insurer's written consent.

Insurance cannot be a source of profit; it is designed to indemnify you for insured losses you incur or you are legally liable to pay. This Policy will not pay any amount greater than your insurable interest at the time of loss.

2 Definitions

The following definitions apply to all sections of your Policy except Section 6. Additional definitions may also be embedded in specific sections of this Policy.

- 2.1 Actual Cash Value** means Replacement Cost (as defined), minus a deduction for depreciation and obsolescence, which takes into consideration the condition of the property immediately before the loss, its normal life expectancy, and its resale value.
- 2.2 Aircraft** means any machine capable of flight through the air, except for Recreational Drones (as defined).
- 2.3 Bicycles and Sporting Equipment** means any personal and portable equipment used for athletic or recreational activities, including cycling, equestrian, fishing, golf, hang-gliding, hockey, hunting, paragliding, shooting, skating, skiing, snowboarding, surfing and windsurfing.
- 2.4 Bodily Injury** means damage to a person's physical condition including pain, illness or resulting death.
- 2.5 Building** means the main structure of your Premises (as defined) occupied by you or your tenants as a private residence.
- 2.6 Business** means a trade, profession, occupation or activity for profit or compensation, but does not include:
- (a) your personal actions during the course of your Business that are not directly related to your Business;
 - (b) your activities during the course of your Business which are not ordinarily considered to be Business activities;
 - (c) the temporary or part-time Business activities of an Insured under eighteen (18) years of age;
 - (d) your rental to others of a portion of your Premises (as defined) for use as a private residence, as long as this rental is noted on your Policy Declaration (as defined); or,
 - (e) your rental to others of not more than three (3) car spaces or parking stalls in residential garages.
- 2.7 Business Property** means property pertaining to, or intended for, use in a Business (as defined).
- 2.8 Civil Authority** means 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.

- 2.9 Coastal Flood** means the covering of dry land by seawater as well as any resulting Water Backup (as defined), including Coastal Flood caused by high tides, sea or ocean waves, normal movements or changes in sea or ocean levels, storm surge, and Earthquake (as defined).
- 2.10 Collectibles** means:
- (a) items possessed as a hobby, for display, or as an investment or store of value, including sports card collections, comic book collections, sports memorabilia, rare or signed or first edition books, coin collections and stamp collections;
 - (b) any porcelain ware, plates, cups and saucers that are supplementary to everyday usage;
 - (c) figurines made of porcelain or ceramic material;
 - (d) fine designer crystal glasses, bowls and dishes that are supplementary to everyday usage;
 - (e) eating and serving utensils made of silver that are supplementary to everyday usage; and
 - (f) hand-woven or hand-knotted one-piece rugs or carpets made in Asia.
- 2.11 Condo Corporation** means a condominium corporation or a strata corporation as established under the Condominium Property Act of Alberta, the Condominium Property Act of Saskatchewan, the Condominium Act of Manitoba, the Condominium Act of Ontario, or the Strata Property Act of British Columbia.
- 2.12 Detached Structures** means all structures on your Premises (as defined) that are not attached to the Building (as defined) and includes garages, sheds and gazebos. For the purpose of this Policy (as defined), Detached Structures does not include Fences and Landscaping (as defined).
- 2.13 Earthquake** means the sudden release of energy in the Earth's crust and upper mantle causing shock and shaking of the surface of the Earth, and subsequent shocks, landslides, snowslides and earth movements occurring within one-hundred and sixty-eight (168) consecutive hours after the initial shock and shaking.
- 2.14 Electronic Data** means collections or representations of information stored in electronic format.
- 2.15 Fences and Landscaping** means fences, trees, shrubs, lawns, retaining walls, rockeries and permanent ornamental landscaping used to improve the appearance of your Premises (as defined).
- 2.16 Fine Arts** means visual art considered to have been created primarily for aesthetic purposes and judged for its beauty or meaningfulness, and includes paintings, sculptures, drawings, watercolours, graphics, limited edition prints and other pieces that cannot be easily replaced.
- 2.17 Fixtures** means any property that is permanently attached to the Building (as defined) by means of cement, plaster, nails, bolts or screws, except for household appliances.
- 2.18 Inland Flood** means the covering of dry land by freshwater or wastewater as well as any resulting Water Backup (as defined). Inland Flood may be caused by snowmelt, rainfall, or the escape or release of water from the normal confines of a lake, river, stream, natural watercourse, reservoir, canal, or dam.
- 2.19 Insured** means any Named Insured (as defined) and:
- (a) while living in the same household:
 - (1) your Partner (as defined);
 - (2) the relatives of you or your Partner;
 - (3) any person under twenty-one (21) years of age in your care;
 - (4) any domestic employees;
 - (b) the parents of you or your Partner while residing in a nursing home or residential care facility; and

- (c) any students who are enrolled in and attending schools, colleges or universities and who are dependent on you or your Partner for support and maintenance.

Throughout this Policy the words "you" and "your" refer to any Insured, or collectively, to all Insureds.

- 2.20 Insurer** means the insurance company underwriting this Policy (as defined) and named on your Policy Declaration (as defined).
- 2.21 Jewellery and Watches** means objects designed for the adornment of the body, and includes necklaces, bracelets, rings, earrings, watches, and precious or semi-precious stones.
- 2.22 Landlord's Property** means Personal Property (as defined) owned by you for use by your tenants on-site at the Premises (as defined), including tools, appliances and furniture.
- 2.23 Limited Depreciation** means Replacement Cost (as defined), minus a deduction of no more than fifty (50) percent for depreciation and obsolescence, which takes into consideration the condition of the property immediately before the loss, its normal life expectancy, and its resale value.
- 2.24 Living Expenses** means the cost of accommodations, food and residential utilities, which are ordinary to your occupancy of the Premises (as defined).
- 2.25 Motor Vehicle** means a self-propelled vehicle, including trailers and camper units, but does not include:
 - (a) garden-type tractors, lawn mowers, trimmers and snow blowers;
 - (b) motorized wheelchairs or motorized scooters specifically designed for use by people with physical disabilities;
 - (c) golf carts; or
 - (d) Power-Assisted Bicycles (as defined).
- 2.26 Named Insured** means the person(s) appearing under the heading "Named insured" on the Policy Declaration (as defined).
- 2.27 Occurrence** means a single event that causes loss or damage to insured property, Bodily Injury (as defined) or Property Damage (as defined) insured under this Policy (as defined).
- 2.28 Partner** means your spouse, or the person with whom you are permanently cohabiting in a marriage-like relationship.
- 2.29 Personal Property** means tangible, moveable property that you own, including all household appliances. For the purpose of this Policy (as defined), Personal Property does not include the following types of property (each as defined) for which additional insurance can be purchased: Bicycles and Sporting Equipment; Business Property; Collectibles; Detached Structures; Fences and Landscaping; Fine Arts; Jewellery and Watches; Landlord's Property; and Watercraft.
- 2.30 Policy** means the application for insurance, the Policy Declaration (as defined) and these Policy Wordings, which together form your complete insurance Policy.
- 2.31 Policy Declaration** means the document containing policy information, applicable coverages, limits and deductibles, special conditions and the application for insurance.
- 2.32 Pollutants** means any solid, liquid, airborne, gaseous or thermal irritant or contaminant, and includes vapour, soot, fumes, acids, alkalis, chemicals, fuel oil and waste.
- 2.33 Power-Assisted Bicycles** means bicycles that are regulated by pedalling, with electric motors totaling no more than 500W that assist riders' efforts when pedalling, to speeds of no greater than 32km/h on level ground.
- 2.34 Premises** means the land and all structures contained within the lot lines of the insured location on the Policy Declaration (as defined) reserved for your or your tenants' exclusive use or occupancy.
- 2.35 Property Damage** means physical damage to, destruction of, or loss of use of tangible property.

- 2.36 Recreational Drones** means remote-controlled machines capable of self-sustained flight, weighing no more than five (5) pounds, and used exclusively for personal recreational purposes.
- 2.37 Replacement Cost** means the actual cost to repair, replace or rebuild, whichever is less, with like kind and quality.
- 2.38 Terrorism** means an ideologically motivated unlawful act or acts, including the use of violence or force, or the threat of violence or force, committed by or on behalf of any individual(s), group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public.
- 2.39 Under Construction** means the period during which the Building (as defined) insured under this Policy (as defined) is undergoing construction, commencing from the time the foundation is laid and lasting until construction is complete or the Building is occupied, whichever comes first.
- 2.40 Under Renovation** means the period during which the Building (as defined) insured under this Policy (as defined) is unoccupied and undergoing renovation.
- 2.41 Vacant** means all occupants have left the home with no intention of returning and no new occupants have moved into it. In the case of a newly constructed home, Vacant means occupants have not yet moved into the home. In the case of a newly acquired home, Vacant means occupants have not moved into the home within seven (7) days of when you take legal ownership of the home.
- 2.42 Water Backup** means the backing up or escape of freshwater or wastewater from a sewer, storm drain, drain, sump, or septic tank.
- 2.43 Watercraft** means a commercially manufactured device, with seats, used to transport person(s) across a body of water, and its accessories, equipment and trailer.

3 Property Coverages

This section describes the insurance on your home, personal property, and specialty property for loss or damage insured under this Policy. The insurance provided under each property coverage, subject to the limits and deductibles specified on your Policy Declaration, is described below.

3.1 Bicycles, Sporting Equipment and Watercraft

You have not purchased this coverage as part of your Policy.

3.2 Business Property

You have not purchased this coverage as part of your Policy.

3.3 Fine Arts and Collectibles

You have not purchased this coverage as part of your Policy.

3.4 Jewellery and Watches

You have not purchased this coverage as part of your Policy.

3.5 Personal Property

3.5.1 Property insured.

This coverage insures:

- (a) your Personal Property at your Premises or while temporarily away from your Premises;
- (b) the Personal Property of an Insured while residing in a nursing home or residential care facility;
- (c) the Personal Property of an Insured while attending a school, college or university;
- (d) any upgrades, additions or alterations to your Premises made by you, with the permission of your landlord, during your occupancy of the portion of the Premises that is reserved for your exclusive use; and
- (e) at your option, the Personal Property of others in your care or possession or while temporarily on that portion of the Premises you occupy.

3.5.2 Property not insured.

This coverage does not insure:

- (a) Personal Property of tenants, roomers or boarders who are not related to you;
- (b) Personal Property illegally acquired, kept, stored, transported, or the proceeds of crime;
- (c) Personal Property undergoing a process or while being worked on, where the loss or damage results from the process or work;
- (d) cash, bullion, securities, negotiable instruments, or stored-value cards;
- (e) books of account and evidences of debt or title;
- (f) Electronic Data;
- (g) Motor Vehicles, and parts or equipment while attached to a Motor Vehicle; or
- (h) Aircraft or their parts or equipment.

3.5.3 Property not insured unless additional coverage has been purchased.

This coverage does not insure the types of property listed below. Insurance for these types of property may be available under other coverages offered by this Policy.

- (a) Bicycles and Sporting Equipment;
- (b) Business Property;
- (c) Collectibles;
- (d) Detached Structures;
- (e) Fences and Landscaping;
- (f) Fine Arts;
- (g) Jewellery and Watches;
- (h) Landlord's Property; and
- (i) Watercraft.

3.5.4 Loss or damage insured.

This coverage insures, subject to the limitations and exclusions of this Policy:

- (a) all types of direct physical loss or damage to your Personal Property;

- (b) reasonable expenses incurred:
 - (1) to protect your Personal Property from further damage following a loss;
 - (2) to remove your Personal Property from your Premises to protect it from further damage following a loss;
 - (3) to replace or re-key the locks to your Premises if your keys are lost or stolen; and
 - (4) for charges resulting from a fire department attending your Premises.

3.5.5 Loss or damage not insured.

This coverage does not insure loss or damage excluded in Section 7.

3.5.6 Basis of loss payment.

- (a) If you repair or replace within 180 days of the loss or damage, then payment will be made on a Replacement Cost basis up to the limit specified on your Policy Declaration. The Insurer has the right to determine whether to repair or replace.
- (b) If you do not repair or replace within 180 days of the loss or damage, then payment will be made on a Limited Depreciation basis up to the limit specified on your Policy Declaration.
- (c) If an item was not in good and workable condition prior to the loss, then payment for that item will be made on an Actual Cash Value basis up to the limit specified on your Policy Declaration.
- (d) If an item is part of a pair or set, then payment for that item will be made based on the proportion of the Replacement Cost, Limited Depreciation or Actual Cash Value, as determined by (a), (b) or (c), of the pair or set.

3.6 Identity Theft and Financial Loss

You have not purchased this coverage as part of your Policy.

4 Loss of Use Coverages

This section describes the insurance available to you if the Premises cannot be occupied as a result of loss or damage insured under this Policy. The insurance provided under each loss of use coverage, subject to the limits and deductibles specified on your Policy Declaration, is described below.

4.1 Additional Living Expenses

4.1.1 Loss or damage insured.

This coverage insures, subject to the limitations and exclusions of this Policy and:

- (a) up to the limit specified on your Policy Declaration, reasonable and necessary increases in Living Expenses and, if required, moving expenses if your Premises becomes uninhabitable as a result of direct physical loss or damage insured under this Policy. Payment will be made for the reasonable time required to repair or rebuild your dwelling or, if you permanently relocate, the reasonable time required for you to settle elsewhere; or
- (b) up to \$5,000, reasonable and necessary increases in Living Expenses and, if required, moving expenses and emergency personal toiletries if you are prohibited by a Civil Authority from inhabiting your Premises as a result of:

- (1) direct physical loss or damage insured under this Policy to neighbouring premises; or
- (2) a mass evacuation order given as a result of a sudden and accidental event.

4.1.2 Loss or damage not insured.

This coverage does not insure loss or damage excluded in Section 7.

5 Liability Coverages

This section describes the insurance for unintentional Bodily Injury to, or Property Damage sustained by, others arising from your personal actions or ownership or use of your Premises. The insurance provided under each liability coverage, subject to the limits and deductibles specified on your Policy Declaration, is described below.

5.1 Personal and Premises Liability

5.1.1 Loss or damage insured.

This coverage insures, subject to the limitations and exclusions of this Policy and:

- (a) up to the limits specified on your Policy Declaration, sums that you become legally liable to pay as compensatory damages because of unintentional Bodily Injury or Property Damage arising out of:
 - (1) your personal actions anywhere in the world; or
 - (2) your ownership, use or occupancy of the Premises; and
- (b) up to a limit of \$250,000, amounts you are assessed under your Condo Corporation's bylaws for compensatory damages because of unintentional Bodily Injury or Property Damage arising out of its ownership of assets and when the liability insurance it carries is insufficient; and
- (c) beyond the limit specified on your Policy Declaration:
 - (1) expenses directly related to defending you against any lawsuit insured under this coverage alleging Bodily Injury or Property Damage and seeking damages, even if the lawsuit is groundless, false or fraudulent;
 - (2) costs taxed or assessed against you directly related to a lawsuit insured under this coverage;
 - (3) interest accruing after judgment, as determined by the courts, on the portion of the judgment directly related to a lawsuit insured under this coverage;
 - (4) expenses that you have incurred for emergency medical or surgical treatment to others following an Occurrence insured by this coverage; and
 - (5) reasonable expenses, including loss of wages up to \$250 a day to a total of \$10,000, which you incur at the request of the Insurer directly related to a lawsuit insured under this coverage.

5.1.2 Loss or damage not insured.

This coverage does not insure:

- (a) loss, damage or liability:
 - (1) arising from Business activity;
 - (2) arising from the personal actions of any Named Insured who does not reside at the Premises;
 - (3) resulting from your use or operation of any Motor Vehicle; that is:

- (i) subject to motor vehicle registration;
 - (ii) meant for use on public roads; or
 - (iii) owned by you;
- (4) as a result of your use or operation of any Watercraft you own that is more than twenty (20) feet in length or equipped with motors of more than 100 horsepower in total;
- (5) as a result of your use or operation of any Motor Vehicle or Watercraft, whether owned by you or not, when:
 - (i) used for carrying passengers for compensation;
 - (ii) used for Business;
 - (iii) used in any race or speed test;
 - (iv) rented to others; or
 - (v) being used without the owner's consent if you are not the owner;
- (6) excluded in Section 7;
- (b) Property Damage to:
 - (1) property you own;
 - (2) property you use, occupy, lease or rent or in your care, custody, or control, except for unintentional damage resulting from fire, explosion, smoke, or water damage insured under this Policy;
 - (3) Motor Vehicles or Watercraft resulting from your operation of that Motor Vehicle or Watercraft;
- (c) Bodily Injury to you or to any person residing in your household, other than a residence employee; or,
- (d) any fines, penalties, punitive damages or exemplary damages over and above actual compensatory damages.

6 Legal Protection Coverages

You have not purchased this coverage as part of your Policy.

7 Exclusions

This section describes loss, damage or liability that is excluded and, therefore, not insured under this Policy. Where an exclusion applies, this Policy does not insure for such loss, damage or liability regardless of the cause of the excluded Occurrence, or whether other causes acted concurrently or in any sequence with the excluded Occurrence to produce the loss, damage or liability.

7.1 Policy Exclusions

The following exclusions apply to all Property, Loss of Use and Liability Coverages (as described in Sections 3, 4 and 5) of this Policy.

7.1.1 General exclusions.

Your Policy does not insure loss, damage or liability directly or indirectly as a result of:

- (a) the intentional, fraudulent or criminal acts of you or any other person at your direction;
- (b) the failure to act of you or any other person at your direction;

- (c) the act of willful negligence by you or any other person at your direction;
- (d) any illegal activity on your part, your tenants' part or your domestic employees' part arising directly or indirectly from the growing, cultivating, harvesting, processing, manufacturing, distributing or selling of any drug, including cannabis, or any controlled substance, illegal substance or illegal items of any kind, whether or not you have any knowledge of, or are unable to control, such activity; or
- (e) war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

7.2 Property and Loss of Use Exclusions

These additional exclusions apply to all Property and Loss of Use Coverages (as described in Sections 3 and 4) of this Policy.

7.2.1 General exclusions.

Your Policy does not insure loss or damage directly or indirectly:

- (a) resulting from conducting a Business;
- (b) occurring after your Premises:
 - (1) has been Vacant for more than 30 consecutive days unless the occupancy noted on your Policy Declaration states "Vacant";
 - (2) is Under Construction or Under Renovation unless the occupancy noted on your Policy Declaration states "Under Construction" or "Under Renovation";
- (c) resulting from lawful seizure or confiscation;
- (d) caused by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism, except for ensuing loss or damage which results directly from fire or explosion of natural, coal or manufactured gas;
- (e) caused by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning, or explosion of natural, coal or manufactured gas;
- (f) caused by contamination from radioactive material;
- (g) arising out of the actual or threatened discharge, dispersal, release or escape of Pollutants, whether above or below ground;
- (h) caused by wear and tear, including the normal deterioration of property that occurs over the period of its useful life, or accelerated deterioration resulting from inadequate care over time;
- (i) defect or mechanical breakdown, rust or corrosion, extremes of temperature, wet or dry rot, fungi, spores, bacteria or mould, condensation, acid rain, smog or contamination;
- (j) caused by snowslide, landslide or other earth movement except for loss or damage caused directly by Earthquake;
- (k) due to settling, sinking, expansion, contraction, moving, bulging, buckling or cracking of any Building or Detached Structures;
- (l) to make good faulty design, material or workmanship; or
- (m) caused by birds, bats, vermin, raccoons, skunks, rodents or insects.

7.2.2 Water damage exclusions.

Your Policy does not insure loss or damage directly or indirectly:

- (a) caused, in whole or part by, Coastal Flood, regardless of any other cause or event that contributes to the loss or damage;
- (b) caused by ground water or rising of the water table;
- (c) caused by gradual, continuous or repeated seepage, condensation, or leakage of water or steam over a period of time;
- (d) caused by water that occurs when your Premises is Vacant, even if you have advised the Insurer that it is Vacant;
- (e) caused by freezing of a plumbing, heating, or cooling system or an appliance that uses or holds water unless:
 - (1) the loss or damage occurs within a heated portion of the Building or a Detached Structure insured under this Policy; and
 - (2) while you or your tenants are away from the Premises for more than seven (7) consecutive days for any reason other than receiving emergency medical treatment, you or your tenant:
 - (i) shut off the water supply and drain both the plumbing system and any appliances that use or hold water; or
 - (ii) make arrangements to ensure the heat is maintained at an acceptable level;
- (f) caused by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to fences, pavement, patios, swimming pools and equipment, foundations, retaining walls, bulkheads, piers, wharfs, docks, bridges or Watercraft; or
- (g) caused by waterborne objects, whether driven by wind or not, unless the loss or damage occurs to Watercraft.

7.3 Liability Exclusions

These additional exclusions apply to all Liability Coverages (as described in Section 5) of this Policy.

7.3.1 General exclusions.

Your Policy does not insure loss, damage or liability directly or indirectly resulting from:

- (a) Terrorism or any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism;
- (b) a nuclear incident insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
- (c) your assumption by contract unless your legal liability would have applied if no contract had been in force;
- (d) the ownership, use or operation of any Aircraft or premises used as an airport or landing facility, and all activities related to either;
- (e) your transmission of any communicable disease;
- (f) sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment, by you, at your direction, or with your knowledge;
- (g) your failure to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
- (h) the intentional, fraudulent or criminal acts of your tenants, or any other person at your tenants' direction;

- (i) the failure to act of your tenants, or any other person at your tenants' direction;
- (j) the act of willful negligence by your tenants, or any other person at your tenants' direction;
- (k) the transmission of Electronic Data;
- (l) libel, slander, defamation, invasion of privacy, mental anguish or injury, false arrest or imprisonment, wrongful detention, wrongful entry or eviction, malicious prosecution or humiliation;
- (m) the discharge, dispersal, release or escape of Pollutants;
- (n) any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants; or
- (o) fungi, spores, bacteria or mould.

8 Policy Deductibles

This section describes how deductibles apply to loss or damage insured under this Policy. It is important to note that each Occurrence is subject to one of the deductibles described below. The deductible amounts are specified on your Policy Declaration. Payment for loss or damage insured under your Policy will be reduced by the applicable deductible amount.

8.1 Standard Deductible

For loss or damage insured under this Policy due to loss types not described elsewhere in this Section, the Standard Deductible as specified on your Policy Declaration applies per Occurrence.

9 Additional Conditions

This section describes the General Conditions, Statutory Conditions (required under the Insurance Act of the province of your insured location), and the Standard Mortgage Clause (if applicable) that apply to this Policy.

9.1 Policy Conditions

The following conditions apply to all sections of this Policy.

9.1.1 When coverage applies.

This Policy applies to Occurrences that take place while this Policy is in force.

9.1.2 Duties after loss.

In addition to submitting a proof of loss, each Insured may be required to:

- (a) take all reasonable actions to prevent further loss, damage or liability;
- (b) submit to an examination under oath; and
- (c) provide all documents in your possession or control that relate to the application for insurance and proof of loss, and allow copies of these documents to be made.

9.1.3 Loss settlement.

Each Insured is a separate Insured but this does not increase the limits of insurance under this Policy for any one Occurrence regardless of the number of Insureds affected.

9.1.4 Subrogation.

- (a) Upon making payment or assuming liability under this Policy, the Insurer will be entitled to assume all your rights of recovery against others and may bring action in your name to enforce these rights.
- (b) The amount recovered, less the costs of recovery, will be shared in proportion to the loss that you and the Insurer have borne.

9.1.5 Policy administration.

(a) Policy changes.

- (1) The Insurer reserves the right to make changes to the terms of your insurance coverage by advising you thirty (30) days in advance. Such changes may involve, but are not limited to, the coverages, limits, deductibles, rates, terms, exclusions and/or conditions under this Policy. Any adjustment to premiums will be automatically reflected on your monthly billing once the changes take effect and a new Policy, which replaces this Policy, will be issued. As long as you continue to pay the premiums when due, it is deemed that you have accepted these changes.
- (2) You may request changes to this Policy at any time. Such changes are subject to the Insurer's prior approval.

(b) Policy renewal.

- (1) This Policy is continuous until cancelled or replaced in accordance with Section 9.1.5(a)(1). As long as you continue to pay premiums when due, this Policy will automatically renew each month.
- (2) The Insurer reserves the right to not renew this Policy by advising you in writing sixty (60) days in advance.

(c) Policy cancellation.

- (1) You may request to cancel this Policy at any time. The First Named Insured on the Policy Declaration must authorize cancellation. If requested, this authorization must be provided in writing. A refund will be provided for the excess premium actually paid over the pro-rata premium for the expired time. This refund is subject to a \$50 minimum retained premium in the first policy year. No refund will be issued for an amount less than \$2.50.
- (2) If this Policy is being cancelled at the Insurer's request, Statutory Condition 9.3.5 applies.

9.1.6 Other insurance.

If you have other insurance that applies to an insured loss, or would have applied if this Policy did not exist, then this Policy will be considered excess insurance. That means no payment for any insured loss will be made under this Policy until the other insurance is used up. When both this Policy and any other insurance provide coverage on the same basis, this Policy will only pay its share of an insured loss. Its share is the portion that this Policy's limit of insurance bears to the total limits, or amounts, of all insurance.

9.1.7 Notice to authorities.

You must notify the police or appropriate authorities immediately when the loss is due to, or is suspected to be due to, malicious acts, burglary, robbery or theft.

9.2 Liability Conditions

The following conditions apply to all Liability Coverages (as described in Section 5) of this Policy.

9.2.1 Duties after a loss.

When an Occurrence takes place, you must promptly provide notice (in writing if requested), detailing:

- (a) your name and policy number;
- (b) the time, place and circumstances of the Occurrence; and
- (c) the names and addresses of witnesses and potential claimants.

9.2.2 Co-operation.

You are required to:

- (a) help obtain witnesses, information and evidence about the Occurrence and cooperate in any legal actions; and
- (b) immediately provide everything received in writing concerning the loss, including legal documents, to the Insurer.

9.2.3 Loss settlement.

- (a) The Insurer reserves the right to select legal counsel, investigate, negotiate and settle any claims or lawsuits as it may deem appropriate.
- (b) The Insurer's obligation ends once payment of judgments or settlements up to the limit specified on the Policy Declaration have been made.

9.2.4 Unauthorized settlements.

You will not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of Occurrence.

9.2.5 Action against the Insurer.

- (a) You cannot commence a legal action against the Insurer unless:
 - (1) you are in full compliance with all of the terms of this Policy;
 - (2) the amount of your obligation to pay has been determined either by judgment after trial, or by written agreement of you, the injured party and the Insurer; and
 - (3) you have first initiated and participated fully in a mediation conference with a mutually agreed upon mediator, under the mediation rules of the General Insurance OmbudService (or such other mediation rules as may be mutually agreed).
- (b) Every action or proceeding against the Insurer will be commenced within one (1) year of the date of such judgment or written agreement and not afterwards. If the mediation conference required under sub clause (a) has been formally initiated and scheduled but not concluded at the end of this one (1) year period, then action may not be commenced against the Insurer until thirty (30) days after the conclusion of the mediation conference. The mediation conference will be deemed concluded when no further mediation conferences are formally scheduled.

9.3 Statutory Conditions

9.3.1 Misrepresentation.

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.

9.3.2 Property of others.

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 therein is stated in the contract.

9.3.3 Change of interest.

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

9.3.4 Material change.

- (a) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
 - (1) material to the risk; and
 - (2) within the control and knowledge of the Insured.
- (b) If an Insurer or its Agent is not promptly notified of a change under subparagraph (a) of this condition, the contract is void as to the part affected by the change.
- (c) If an Insurer or its Agent is notified of a change under subparagraph (a) of this condition, the Insurer may:
 - (1) terminate the contract in accordance with Statutory Condition 9.3.5; or
 - (2) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (d) If the Insured fails to pay an additional premium when required to do so under subparagraph (c) (2) of this condition, the contract is terminated at that time and Statutory Condition 9.3.5 (b)(1) applies in respect of the unearned portion of the premium.

9.3.5 Termination of insurance.

- (a) This contract may be terminated:
 - (1) by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered; or
 - (2) by the Insured at any time on request.
- (b) If this contract is terminated by the Insurer:
 - (1) the Insurer must refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but in no event is the proportionate premium for the expired time to be less than any minimum retained premium specified; and
 - (2) 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.
- (c) If this contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess premium actually paid by the Insured over the short rate premium for the expired time, but in no event must the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (d) The refund may be made by money, postal or express company money order or cheque payable at par.
- (e) The fifteen (15) days mentioned in subparagraph (a) (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

9.3.6 Requirements after loss.

- (a) On the happening of any loss of or damage to the insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9.3.9:
- (1) immediately give notice in writing to the Insurer;
 - (2) 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 costs of that property and particulars of 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 willful 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 the property with particulars of all liens, encumbrances and other charges upon the property;
 - (vi) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued; and
 - (vii) stating the place where the property insured was at the time of loss;
 - (3) if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and costs of that property; and
 - (4) 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 contract.
- (b) The evidence given, produced, or furnished under sub-paragraphs (a)(3) and (4) of this condition must not be considered proofs of loss within the meaning of conditions 9.3.12 and 9.3.13.

9.3.7 Fraud.

Any fraud or willfully false statements in a statutory declaration in relation to the particulars required under Statutory Condition 9.3.6 invalidates the claim of the person who made the declaration.

9.3.8 Who may give notice and proof.

Notice of loss under Statutory Condition 9.3.6(a)(1) may be given, and proof of loss under Statutory Condition 9.3.6(a)(2) may be made:

- (a) by the agent of the Insured, if:
- (1) the Insured is absent or unable to give notice or make the proof; and,
 - (2) 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 (1) of this condition.

9.3.9 Salvage.

- (a) In the event of any 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.
- (b) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (a) of this condition.

9.3.10 Entry, control and abandonment.

After any 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:
 - (1) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property; and
 - (2) without the consent of the Insurer, there can be no abandonment to it of insured property.

9.3.11 Appraisal.

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until proof of loss has been delivered.

9.3.12 When loss is payable.

Unless the contract provides for a shorter period, the loss is payable within sixty (60) days after the proof of loss is completed in accordance with Statutory Condition 9.3.6 and delivered to the Insurer.

9.3.13 Repair or replacement.

- (a) 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 thirty (30) days after receiving the proof of loss.
- (b) If the Insurer gives notice under subparagraph (a) of this condition, the Insurer must begin to repair, rebuild, or replace the property within forty-five (45) days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

9.3.14 Action.

Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

9.3.15 Notice.

- (a) 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.
- (b) Written notice to the Insured may be personally delivered at, or sent by registered mail to, the Insured's last known address as provided to the Insurer by the Insured.

9.4 Standard Mortgage Clause

This section does not apply to your Policy.

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