

# BASIC MOBILE FARM HOME

## PROPERTY COVERAGES

Describes the insurance for “Your” property. It also includes additional living expenses and/or fair rental value in certain circumstances.

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### IMPORTANT

This Policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully. Insurance cannot be a source of profit. It is only designed to indemnify “You” against actual losses or expenses incurred by “You” or for which “You” are liable.

## PROPERTY COVERAGES

### DEFINITIONS

“**Civil Authority**” means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

“**Dwelling**” means the building described on the Declaration Page, occupied by “You” as a private farm residence.

“**Ground water**” means water below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors

“**Farmowner**” means an owner of a freehold farm dwelling.

“**Parent**” means “Your” parent, who is residing in a nursing home.

“**Personal Transporter**” means a self-balancing, electric-powered transportation device able to turn in place and designed for one person, with a top speed of 20km/h.

“**Premises**” means the dwelling and land contained within the lot lines on which the dwelling is situated.

“**Specified Perils**” means, subject to the exclusions and conditions in this Policy:

- (1) fire;
- (2) lightning;
- (3) explosion;
- (4) smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
- (5) falling objects which strike the exterior of a building;
- (6) impact by aircraft or land vehicle;
- (7) riot;
- (8) vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
- (9) water damage meaning damage caused by:
  - (a) the sudden and accidental escape of water from a water main;
  - (b) the sudden and accidental escape of water from within a heating, plumbing, sprinkler or air conditioning system or domestic water container, which is located inside “Your” dwelling; ;
  - (c) the sudden and accidental escape of water from a domestic water container located outside “Your” dwelling but such damage is not covered when the escape of water is caused by freezing; or
  - (d) water which enters “Your” dwelling through an opening which has been created suddenly and accidentally by an insured peril;
- (10) windstorm or hail;
- (11) transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which “You” own.

“**Student**” means any student insured by this Policy, who is temporarily living away from home for the purpose of attending a school, college or university. The student must be dependent on the Named Insured or his or her spouse for support and maintenance and must intend to return to the principal residence upon completion of the school year in order for coverage on this Policy to extend to him/her.

“**Surface waters**” means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds. This includes any waterborne objects.

“**Under Construction**” means any construction from the foundation, or alteration or repairs to the “Dwelling” which results in piercing of an exterior wall, below grade or above, or roof for more than 24 hours, or which necessitates “Your” temporary relocation.

“**Volunteer**” means any person who donates time to an organization for a charitable purpose or in direct service to the general public or the community.

“**Water**” means the chemical element defined as H<sub>2</sub>O in any of its three natural states, liquid, solid and gaseous.

“**Water main**” means a pipe forming part of a public water distribution system, which conveys consumable water but not wastewater.

ALL STATUTORY AND ADDITIONAL CONDITIONS OF THIS POLICY  
APPLY TO ALL COVERAGES

### COVERAGES

The amounts of insurance are shown on the Declaration Page. These amounts include the cost of removing of debris of the property insured by this Policy as a result of an insured peril. When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance on the damaged Building(s) will be available to cover debris removal expenses.

If "You" must remove insured property from "Your" premises to protect it from loss or damage, it is insured by this Policy for 30 days or until "Your" policy term ends, whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

### **COVERAGE A – DWELLING BUILDING**

"We" insure:

- (1) The dwelling and attached structures;
- (2) Permanently installed outdoor equipment on the premises;
- (3) Outdoor swimming pool and attached equipment on the premises;
- (4) Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of "Your" dwelling or private structures on the premises.

#### **Building Fixtures and Fittings**

"You" may apply up to 10% of the amount of insurance on "Your" dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

#### **Tear Out**

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage, covered by this Policy can be repaired "We" will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains is not insured.

#### **Lawns, Outdoor Trees, Shrubs and Plants**

"You" may apply up to 5% in all of the amount of insurance on "Your" dwelling to lawns trees, plants and shrubs on "Your" premises. "We" will not pay more than \$500 for any one lawn, tree, plant or shrub including debris removal expenses. "We" insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, as described under Specified Perils.

"We" do not insure lawns or items grown for commercial purposes.

### **COVERAGE B – DETACHED PRIVATE STRUCTURES**

"We" insure structures or buildings on "Your" premises separated from the dwelling by a clear space but not insured under Coverage A. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be detached structures.

"We" insure Hydro Poles and Transmission Lines including all poles, cross beam insulators and permanently installed outside electric wiring which is owned by "You", located on "Your" premises and services "Your" residential buildings for up to a maximum of \$5,000.

#### **Property Not Included as Detached Private Structures**

This coverage does not apply to any building or structure that is or was designed for agricultural purposes or is or was used in whole or in part for farming or any other commercial or business purposes, whether it is in use, unoccupied, or vacant.

### **COVERAGE C – PERSONAL PROPERTY**

The description of Personal Property is as follows:

- (1) **ON PREMISES:** "We" insure the contents of "Your" dwelling and other personal property "You" own, wear or use while on "Your" premises which is usual to the ownership or maintenance of a dwelling.  
If "You" wish, "We" will include uninsured personal property of others while it is on that portion of "Your" premises which "You" occupy but "We" do not insure property of tenants, roomers or boarders who are not related to "You".
- (2) **OFF PREMISES:** "We" insure "Your" personal property while it is temporarily away from "Your" premises, anywhere in the world. This includes personal property newly acquired by "You" and in "Your" possession when there has not been an opportunity to take such property to "Your" premises.
  - (a) Personal property normally kept at any other location "You" own is not insured.
  - (b) Personal property stored in a warehouse is only insured for 30 days unless the loss or damage is caused by the peril of theft. To extend coverage in storage for a further period "We" must be notified in writing and endorse "Your" Policy as required.
  - (c) If "You" wish, "We" will include personal property belonging to others while it is in "Your" possession or belonging to a residence employee traveling for "You".
  - (d) Personal property used by any "Student", insured by this Policy, for an amount up to \$10,000, while temporarily living away from home.
  - (e) Personal property owned by "You" or "Your" parent, or family member who is dependent on "You" for support and maintenance, for an amount up to \$10,000, while residing in a nursing home or other healthcare facility

- (f) Personal property belonging to others which is in "Your" possession while "You" are acting as a "Volunteer", for an amount up to \$1,000.
- (g) Personal property that "You" are moving to a new principal residence within Canada is insured while in transit and while at "Your" new principal residence for up to 30 consecutive days beginning the day "You" start "Your" move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all "Your" personal property, at the time of loss.

### Property Not Included As Personal Property

"We" do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs and motorized scooters for the handicapped having more than 2 wheels, "Personal Transporters", , motorized lawn mowers, garden-type tractors up to 22kW [30 HP] and their attachments, other motorized gardening equipment, snow blowers, watercraft or motorized golf carts). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. Subject to Special Limits applicable to some personal property.

### Special Limits of Insurance

The following Special Limits of Insurance apply after the "Policy" deductible without increasing the amount of insurance shown on the Declaration Page for Personal Property.

"We" insure:

- (1) jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$3,000 in all;
- (2) collectables, meaning specifically, sports cards, sports memorabilia and comic book collections, up to \$2,000 in all;
- (3) philatelic property (such as stamp collections) up to \$2,000 in all;
- (4) numismatic property (such as coin collections and bank note collections) up to \$300 in all;
- (5) silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter-ware for up to \$10,000 in all.

The above limits do not apply to any claim caused by a Specified Peril.

"We" insure:

- (6) each bicycle, their equipment and accessories up to \$2,000 in all;
- (7) animals, birds and other pets normally kept in "Your" dwelling, up to \$1,500 in all;
- (8) antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
- (9) books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$3,000 in all; but only while on "Your" premises. Other business property, including samples and goods held for sale, is not insured;
- (10) computer software, including "Digital Assets for personal use up to \$3,000 in all. "We" do not insure the cost of gathering or assembling information or data;
- (11) harness, saddles, tack and other similar equipment usual to the ownership of pet animals for pleasure purposes up to \$2,000 in all;
- (12) money including cash cards (meaning 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) or bullion up to \$300 in all;
- (13) motorized lawn mowers, other motorized gardening equipment and motorized golf carts, including attachments and accessories up to \$15,000 in all for any one occurrence;
- (14) property at any fairground, exhibition or exposition for the purpose of exhibition up to \$2,000 in all;
- (15) securities, books of account, deeds, evidences or debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit up to \$3,000 in all
- (16) spare automobile parts up to \$3,000 in all;
- (17) watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
- (18) utility trailers up to \$1,000 in all;
- (19) "Personal Transporters" up to \$3,500 for any one "Personal Transporter" or unattached piece of equipment.

### COVERAGE D – ADDITIONAL LIVING EXPENSE

The amount of insurance for Coverage D is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the Policy.

- (1) **Additional Living Expense.** If, as a result of damage by an Insured Peril, "Your" dwelling is unfit for occupancy or "You" have to move out while repairs are being made, "We" insure any necessary increase in living expenses, including moving expenses incurred by "You", so that "Your" household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild "Your" dwelling or, if "You" permanently relocate, the reasonable time required for "Your" household to settle elsewhere.
- (2) **Fair Rental Value.** If, as a result of damage by an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by "You" unfit for occupancy, "We" insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the

dwelling or detached private structures rented or held for rental is unfit for occupancy.

- (3) **Prohibited Access.** If a civil authority prohibits access to "Your" dwelling:
- (a) as a direct result of damage to neighbouring premises by an Insured Peril under this Policy, "We" insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 30 days; or
  - (b) by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, "We" insure any resulting necessary and reasonable increase in living expense incurred by "You" for the period access is prohibited. "You" are insured for a period not exceeding 30 days; from the date of the order of evacuation or \$3,000 whichever is the lesser.
- "You" are not eligible for any claim arising from evacuation resulting from:
- i. flood, meaning waves, tides, tidal waves, tsunamis and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
  - ii. earthquake;
  - iii. any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas.

"We" do not insure loss resulting from the cancellation of a lease or agreement.

## **EXTENSIONS OF COVERAGE**

### **Change of Temperature**

"We" insure "Your" personal property damaged by change of temperature resulting from physical damage to "Your" dwelling or equipment by an Insured Peril. This only applies to personal property kept in the dwelling.

### **Conviction Reward**

"We" will pay \$1,000 each, for information which leads to a conviction of any person(s):

- (1) who robs, steals or burglarizes "Your" insured personal property; or
- (2) for arson in connection with a fire loss to property insured by this Policy.

This coverage may increase the amount otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information. No deductible applies to this coverage.

### **Credit Card, Automated Teller Card, Library Card, Video Card, Forgery and Counterfeit Money**

The maximum "We" will pay under this coverage during the term of this Policy is \$2,000 or the amount specified on the Declaration Page for:

- (1) "Your" legal obligation, under Canadian Law, to pay because of unauthorized use of credit or debit cards, automated teller cards, library or video cards issued to "You" or registered in "Your" name provided "You" have complied with all of the conditions under which the card was issued;
- (2) loss caused by the theft of "Your" credit or debit cards, automated teller cards, library or video cards issued to "You" or registered in "Your" name provided "You" have complied with all of the conditions under which the card was issued;
- (3) loss to "You" caused by forgery or alteration of cheques, drafts or other negotiable instruments;
- (4) loss by "Your" acceptance in good faith of counterfeit Canadian or United States paper currency.

"We" do not cover loss caused by the use of "Your" credit or debit cards, automated teller card, library card or video cards by a resident of "Your" household or by a person to whom the card has been entrusted or loss arising out of your business pursuits.

No deductible applies to this coverage.

### **Fire Department Charges**

"We" will reimburse "You" for up to a maximum of \$1,000 for fire department charges incurred for attending premises insured under this Policy to save or protect insured property from loss or damage, or further loss or damage insured against by this Policy. No deductible applies to this coverage.

### **Food Freezer**

"We" will pay up to \$1,000 in all, unless otherwise shown on the Declaration Page, for loss or damage by spoilage of foodstuffs while contained in "Your" food freezer located within "Your" dwelling, caused by the accidental interruption of electrical power occurring on or off "Your" premises, or by mechanical breakdown of the freezer unit. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by "You" to save and preserve the food from spoilage while "Your" freezer is being repaired.

"We" do not insure:

- (1) due to deliberate manual disconnection of the electrical power supply on "Your" "Premises";
- (2) due to inherent vice and/or natural spoilage;
- (3) due to "Your" failure to take all reasonable steps to prevent further loss or damage to the insured property

No deductible applies to this coverage.

### Lock Replacement

"We" will pay up to \$500 to replace or re-key, at "Our" option, the locks on "Your" principal residence if the keys are stolen. No deductible applies to this coverage.

### Pollution Damage – Insured Premises

If a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property of the insured premises, which is required to be reported to any provincial authority, "We" will pay up to \$25,000, in any one policy year, subject to the Form deductible, for costs to remove and restore property of the insured premises.

### Safety Deposit Box

"We" insure "Your" personal property up to a maximum of \$25,000, for loss or damage caused by an insured peril, while contained in a safety deposit box located in a vault at a bank, trust or safe deposit company. The special limits on personal property do not apply to this coverage.

### Water Escape

This extension applies only if specified on the Declaration Page, and only for those locations where the extension is shown, if more than one location is insured on the same policy. You are insured up to the limit shown, if any, and subject to your policy deductible. For the purpose of this Endorsement, the following additional DEFINITIONS shall also apply:

**"Flood"** means water that accumulates upon or submerges land resulting from the unusual and rapid accumulation of water from any source, including the breaking out or the overflow of any body of water or watercourse, whether natural or artificial.

Note: Water seeping through the foundation from any other source is still excluded.

**"Reversed slope driveway"** means a driveway that leads downward from a roadway to a residence or private detached structure.

**"Single Occurrence"** means all events for which coverage is provided by this Endorsement that occur within any 72 consecutive hours commencing during the term of the policy on or after the effective date of this Endorsement. The expiration of the policy will not reduce the 72 hour period.

**"Sewer, Septic Tank, Drain, or Sump Back Up"** means sudden and accidental leakage or escape of water from a sewer, drain, sump, septic tank or sump pit within the insured dwelling and detached private structures.

#### Insuring Agreement

You are insured for sudden and accidental direct physical loss or damage to the dwelling, detached private structures and personal property resulting from a "single occurrence" and caused by:

- (a) "flood"; or
- (b) "Sewer, Septic Tank, Drain, or Sump Back Up"

#### Exclusions

This endorsement does not cover loss or damage caused directly or indirectly:

- (1) occurring while the dwelling insured is "Vacant" or "Under Construction", irrespective of any permission for vacancy or construction elsewhere in the Policy;
- (2) in whole or in part, by waves, tides, tidal waves, storm surge, tsunamis or seiches, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- (3) by "flood" to insured property:
  - (a) below the highest point of a "reversed slope driveway"; or
  - (b) located within 100 metres of the shoreline of a body of water, or the bank of a river or other flowing water with a bankfull width of 5 metres or more. However, this exclusion does not apply if building(s) or structures(s) at grade have an elevation of at least 7 metres above the natural bank of the river or other flowing water.

### INSURED PERILS

"You" are insured against direct loss or damage caused by the following perils as described and limited:

- (1) **Fire or Lightning.**
- (2) **Explosion.** This peril does not include water hammer.
- (3) **Smoke.** This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
- (4) **Falling Object.** This peril means a falling object, which strikes the exterior of the Dwelling or building, but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.
- (5) **Impact by Aircraft or Land Vehicle.** Animals, birds or other pets are not insured under this peril.
- (6) **Riot.**
- (7) **Vandalism or Malicious Acts.**

This peril does not include loss or damage:

- (a) occurring while the dwelling is under construction or vacant even if permission for construction or vacancy has been given by "Us";
- (b) loss or damage caused by theft or attempted theft.
- (8) **Water Escape, Rupture, Freezing.** This peril means:
  - (a) the sudden and accidental discharge or overflow of water or steam from within a plumbing, heating,

- sprinkler or air conditioning system, domestic appliance, water bed, swimming pool or equipment attached and public water mains;
- (b) the sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water;
- (c) freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season;
- (d) water which enters through an opening which has been created suddenly and accidentally by an insured peril.

But "We" do not cover loss or damage:

- (a) caused by continuous or repeated seepage or leakage of water;
  - (b) caused by the backing up of or escape of water from a sewer or drain, sump or septic tank, eaves trough or downspout,
  - (c) caused by "Ground Water" or rising of the water table;
  - (d) caused by "Surface Waters", unless the water escapes from a water main or swimming pool;
  - (e) to "Water Mains" or outdoor plumbing systems and equipment attached (including but not limited to swimming pools, hot tubs or spas) caused by freezing, water or rupture;
  - (f) to the system or appliance caused by rust or corrosion;
  - (g) to the system or appliance from which the water escaped;
  - (h) occurring while the dwelling is under construction or vacant even if "We" have given permission for construction or vacancy has been given by "Us";
  - (i) caused by freezing during the usual heating season:
    - (a) within a normally heated portion of "Your" dwelling if the heat has been intentionally turned off by "You" or at "Your" direction; or
    - (b) within a normally unheated portion of "Your" dwelling.
- (9) **Windstorm or Hail.** This peril does not include loss or damage to "Your" personal property within a building or to the interior of a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building.
- Any watercraft "You" own are insured only if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are also covered while in the open.
- This peril does not include damage due to weight or pressure or melting of ice or snow, waves, floods, tsunamis, land subsidence, whether driven by wind or not.
- (10) **Glass Breakage.** "We" insure glass that forms part of "Your" dwelling or detached private structures on "Your" premises, including glass in storm windows and doors, against accidental breakage.
- This peril does not include loss or damage occurring while a building is under construction or vacant even if permission for construction or vacancy has been given by "Us".
- (11) **Transportation.** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.
- This peril means loss or damage to:
- (a) "Your" personal property while it is temporarily removed from "Your" premises;
  - (b) building fixtures and fittings when they are temporarily removed from "Your" premises for repair or seasonal storage.
- This peril does not include loss or damage to:
- (a) property in a vacation cabin or home trailer which "You" own;
  - (b) any watercraft, their furnishings, equipment or motors.
- (12) **Theft, Including Damage Caused by Attempted Theft.**
- This peril does not include loss or damage:
- (a) which happens at any other dwelling which "You" own, rent or occupy, except while "You" are temporarily living there;
  - (b) caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by "You" is rented to others;
  - (c) of animals, birds or other pets;
  - (d) to property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied.
- (13) **Fuel Leakage.** This peril means the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured dwelling or detached private structure.
- (14) **Electrical Currents.** This peril means loss or damage to electrical devices or appliances caused by electrical currents other than lightning.
- (15) **Sonic Boom.** This peril means sonic shock waves generated by aircraft.

## LOSS OR DAMAGE NOT INSURED

"We" do not insure loss or damage to:

- (1) occurring after "Your" dwelling has, to "Your" knowledge, been vacant, even if partially or fully furnished, for more than 30 consecutive days;
- (2) any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
- (3) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (4) property because of voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
- (5) books of account and evidences of debt or title; except as provided under Special Limits of Insurance
- (6) to property 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;
- (7) retaining walls not constituting part of any insured building, except for fire, lightning, impact by aircraft or land vehicle, or vandalism and malicious acts
- (8) buildings or structures that is or was designed for agricultural purposes or is or was used in whole or in part for farming or any other commercial or business purposes, whether it is in use, unoccupied, or vacant unless declared on the Declaration Page.
- (9) Livestock

"We" do not insure loss or damage resulting from, contributed to or caused directly or indirectly:

- (10) by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results from fire, lightning or explosion of natural, coal or manufactured gas;
- (11) by or resulting from contamination or pollution, or the release, discharge, or dispersal of contaminants or pollutants (except as provided under Pollution Coverage);
- (12) by any earth movement including, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, "We" will pay only for the resulting loss or damage;
- (13) by wear, tear, scratching, marring, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, fungi or spore(s) or contamination;
- (14) by birds, moths, rodents (such as squirrels and rats), insects or vermin (such as raccoons and skunks) or household pets, except loss or damage to building glass;
- (15) resulting from any intentional or criminal act or failure to act by "You", "Your" employees or anyone to who the damaged or lost property is entrusted;
- (16) losses or increased costs of repair or replacement due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services, other than that coverage provided under Bylaws Insurance;
- (17) resulting from any intentional or criminal act or failure to act by:
  - (a) any person insured by this Policy; or
  - (b) any other person at the direction of any person insured by this Policy;
- (18) by mysterious disappearance.
- (19) due to the cost involved to correct faulty material, workmanship or design

#### Data Exclusion

This Policy does not insure:

- (1) "Data"; or
- (2) loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Perils" as defined in this Policy, this exclusion shall not apply to such resulting loss or damage.

#### **BASIS OF CLAIM PAYMENT**

When coverage applies, "We" will pay for insured loss or damage up to "Your" financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

Any loss or damage shall not reduce the amounts of insurance provided by this Policy (except as limited under Pollution Coverage).

If "You" qualify for a tax credit, the loss payment will be reduced by that amount.

#### **Deductible**

In any one occurrence, "We" are responsible only for the amount by which the insured loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Declaration Page.

However, the deductible shall not apply to any loss which exceeds \$25,000 in any one occurrence.

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

If "Your" claim involves personal property on which the "Special Limits of Insurance" apply, the limitations apply to losses exceeding the deductible amount.



### **Dwelling Building and Detached Private Structures**

If "You" repair or replace the damaged or destroyed building on the same location, with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, "You" may choose as the basis of loss settlement either **(A)** or **(B)** below; otherwise, settlement will be as in **(B)**.

- (A)** The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case "We" will pay in the proportion that the applicable amount of insurance bears to 80% of the replacement cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.
- (B)** The Actual Cash Value of the damage at the date of the occurrence.

Mobile Homes: If the age of the insured mobile home is greater than 5 years or the mobile home is not "Your" principal residence, Option (A) above does not apply.

### **Personal Property (On Premises or Off Premises) – Replacement Cost**

- (1) For electronic media "We" will pay the cost of reproduction from duplicates or from originals of the previous generation of the media. "We" will not pay the cost of gathering or assembling information or data for reproduction.
- (2) For other records, including books of account, drawings or card index systems, "We" will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.
- (3) "We" will pay on the basis of replacement cost for all other personal property except;
  - (a) articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
  - (b) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
  - (c) property that has not been maintained in good or workable condition;
  - (d) property that is no longer used for its original purpose;for which "We" will pay only on the basis of Actual Cash Value.

### **Replacement Cost**

Replacement Cost means the cost, on the date of the loss or damage, of the lower of:

- (1) repairing the property with materials of similar kind and quality; or
- (2) new articles of similar kind, quality and usefulness; without deduction for depreciation.

Loss of items such as fine arts, antiques, paintings and articles which, by their inherent nature, cannot be replaced with a comparable article will not be settled on a Replacement Cost basis.

"We" will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise "We" will pay on the basis of actual cash value.

"You" may choose payment on the basis of actual cash value initially. If "You" later decide to replace any destroyed or stolen property "You" may make an additional claim for the difference between the actual cash value and replacement cost basis within 180 days after the date of loss.

For personal property described under "Special Limits of Insurance" "We" will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

### **Actual Cash Value**

The Actual Cash Value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation "We" will consider the condition immediately before the damage, the resale value and the normal life expectancy.

### **Amounts Not Reduced**

Any loss or damage shall not reduce the amounts of insurance provided by this Policy.

### **Insurance Under More Than One Policy:**

If "You" have insurance on specifically described property, "Our" Policy will be considered excess insurance and "We" will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, "We" will pay "Our" rateable proportion of the loss or claim under this Policy.