

# COMPREHENSIVE SECOND CONDO FORM

## PROPERTY COVERAGES

Describes the insurance for “Your” property. It also includes Additional Living Expenses and/or Fair Rental Value in certain circumstances.

	PAGE
Definitions.....	2
Specified Perils.....	2
Coverage A – Personal Property.....	3
Special Limits of Insurance.....	3
Coverage B – Loss of Use of Your Unit.....	4
Additional Living Expenses.....	4
Maintenances Fees.....	4
Fair Rental Value.....	4
Prohibited Access.....	4
Coverage C – Condominium Protection.....	5
Improvements and Betterments (Including Detached Private Structures).....	5
Loss Assessment Coverage.....	5
Unit Contingency Coverage.....	5
Extensions of Coverage.....	5
Insured Perils.....	7
Exclusions .....	7
Basis of Claim Payment.....	8
Deductible.....	8
Personal Property (On Premises or Off Premises) – Replacement Cost.....	9
Improvements and Betterments and Unit Contingency Coverage.....	9

### 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.

The property insurance section describes insurance that may be purchased for “Your” property. “You” should check with the Declaration “You” received from “Your” Condominium Corporation office to ensure that “You” are purchasing appropriate amounts of insurance for the financial obligations “You” are assuming. All Condominium Corporation Declarations are not the same.

## 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.

**“Condominium Corporation”** means a condominium or strata corporation and in Quebec the meeting of co-proprietors, established under Provincial Legislation.

**“Condominium Unit Owner”** means an owner of a dwelling “Unit” forming part of a property owned by a condominium or strata corporation.

**“Detached Private Structure”** means private buildings and structures detached from “Your” “Unit” and which are on “Your” “Premises”. If they are connected to “Your” “Unit” by a fence, utility line, or similar connection only, they are considered to be a detached private structure.

**“Digital Assets”** means electronic files for which a fee has been paid that are downloaded and stored on home electronic equipment, computers or mobile phones. “Digital Assets” does not include downloaded files pertaining to “Your” business.

**“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.

**“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.

**“Maintenance Fees”** means the monthly charge for your share of the “Condominium Corporation” operating expenses such as utilities, regular upkeep and maintenance, management, administration and insurance for common elements.

**“Premises”** means “Your” “Unit” and includes garages, storage lockers, outbuildings and private approaches reserved for “Your” use or occupancy only.

**“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.

**“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 landvehicle;
- (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” “Unit”;
  - (c) the sudden and accidental escape of water from a “Domestic Water Container” located outside “Your” “Unit” but such damage is not covered when the escape of water is caused by freezing; or
  - (d) water which enters “Your” “Unit” 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.

**“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.

**“Tenant”** means one who rents property from another for private dwelling purposes.

**“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.

**“Unit”** means the condominium unit, strata lot or exclusive portion described in Condominium or Co-Ownership Declaration occupied by “You” as a private dwelling.

**“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 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 property 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 thirty (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 – PERSONAL PROPERTY**

The description of personal property is as follows:

- (1) **ON PREMISES:** "We" insure the contents of "Your" "Unit" and other personal property "You" own, wear or use while on "Your" "Premises" which is usual to the ownership or maintenance of a condominium "Unit".

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 thirty (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 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 thirty (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, motorized lawn mowers, garden-type tractors up to 30 kW [40HP] 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 \$10,000 in all;
- (2) collectables, meaning specifically, sports cards, sports memorabilia, and comic book collections up to \$2,500 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 \$1,000 in all;
- (5) silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter-ware for up to \$15,000 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) antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
- (8) books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$6,000 in all; but only while on "Your" "Premises". Other business property, including samples and goods held for sale, is not insured;
- (9) computer software, including "Digital Assets" for personal use up to \$5,000 in all. "We" do not insure the cost of gathering or assembling information or "Data";

- (10) harness, saddles, tack and other similar equipment usual to the ownership of pet animals for pleasure purposes up to \$2,000 in all;
- (11) 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 \$1,000 in all;
- (12) motorized lawn mowers, other motorized gardening equipment and motorized golf carts, including attachments and accessories up to \$20,000 in all for any one occurrence;
- (13) securities, books of account, deeds, evidences of 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 \$5,000 in all;
- (14) spare automobile parts up to \$3,000 in all;
- (15) watercraft, their furnishings, equipment, accessories and motors up to \$3,000 in all.

The following Special Limits apply, without a Policy deductible and without increasing the amount of insurance as shown on the "Declaration Page" for personal property.

- (1) Computer (software) – while traveling for your personal use only, computer software (programs, excluding the cost of gathering or assembling information or "Data") up to \$10,000 in all. Coverage applies while such property is at any temporary location or in transit anywhere in the world.
- (2) Hearing aids coverage up to \$2,000 in all, in any one event for scratching, marring, abrasion or chipping.
- (3) Home modification for physical limitations following an insured loss, whether pre-existing or not, increases the eligible rebuilding cost, up to \$20,000 in all, for building improvements/betterments, which are solely attributable to "Your" physical limitations.
- (4) Luggage (while travelling) while such property is at any temporary location or in transit anywhere in the world.
- (5) Motorized wheelchairs, motorized scooters for the handicapped and motorized golf carts original power source and power train not modified or customized up to \$20,000 in all, for any one occurrence.
- (6) Vision aids (Glasses) up to \$2,000 in all, for any one event for scratching, marring, abrasion or chipping.
- (7) Personal property owned by "You" or "Your" parent or family member who is dependent on "You" for support and maintenance or resides in a long term or health care facility or nursing home for an amount of \$20,000 in all, for any one occurrence.

#### **COVERAGE B – LOSS OF USE OF YOUR UNIT**

The amount of insurance shown on the "Declaration Page" for Loss of Use of Your Unit is the total amount of insurance "We" will pay 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" "Unit" 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" "Unit" or, if "You" permanently relocate, the reasonable time required for "Your" household to settle elsewhere.
- (2) **Maintenance Fees.** If, as a result of damage by an insured peril, "Your" "Unit" is unfit for occupancy or "You" have to move out while repairs of insured damage are being made, "We" will pay the "Maintenance Fees" for "Your" "Unit". Payment shall be for the reasonable time required to repair or rebuild "Your" "Unit" or if "You" permanently relocate, the reasonable time required for "Your" household to settle elsewhere.
- (3) **Fair Rental Value.** If, as a result of damage by an insured peril makes that part of the "Unit" or "Detached Private Structures" rented to others or held for rental by "You" unfit for occupancy, "We" insure its fair rental value to a maximum of 5% of the Personal Property limit Coverage A. Payment shall be for the reasonable time required to repair or replace that part of the "Unit" 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 "Unit" or "Detached Private Structures" rented or held for rental is unfit for occupancy.
- (4) **Prohibited Access.** If a "Civil Authority" prohibits access to "Your" "Unit":
  - (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 thirty (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 thirty (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:

- (a) "flood";
- (b) earthquake; or
- (c) 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.

### **COVERAGE C – CONDOMINIUM PROTECTION**

The amount of insurance shown on the "Declaration Page" for Condominium Protection is the total amount of insurance "We" will pay for any one occurrence for loss or damage caused by an insured peril. The applicable amount of insurance applies to any one or a combination of the following coverages:

#### **(1) Improvements and Betterments (including "Detached Private Structures")**

For damage to "Your" "Unit" improvements and betterments "We" will insure those made or acquired by "You" at "Your" expense and any upgrades to the standard unit as described in the bylaws of the "Condominium Corporation" and the current Ontario Condominium Act, including, but not limited to:

- (a) "Unit" fittings and fixtures;
- (b) "Unit" floor or wall or window coverings;
- (c) buildings or structures on the "Premises";
- (d) swimming pools, hot tubs, saunas and attached equipment on the "Premise"; or
- (e) materials and supplies on the "Premises" for use in such improvements.

#### **(2) Loss Assessment Coverage**

"We" will pay "Your" share of any special assessment if:

- (a) the assessment is valid under the "Condominium Corporation's" governing rules; and
- (b) it is made necessary by a direct loss to the collectively owned condominium property caused by an insured peril in this Policy.

"We" will pay that portion of the common expense to a total of \$10,000 made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with the current Ontario Condominium Act.

"You" may apply up to 10% of "Your" personal property limit to building fixtures and fittings pertaining to "Your" "Unit" while temporarily removed from the "Premises" for repair or seasonal storage.

#### **(3) Unit Contingency Coverage**

"We" insure items of real property that pertain exclusively to "Your" condominium "Unit" and that are not part of the standard unit as described in the bylaws of the "Condominium Corporation" and the current Ontario Condominium Act.

"We" will pay for loss or damage to the physical structure of "Your" "Unit" (excluding improvements and betterments made or acquired by "You"), caused by an insured peril, if the "Condominium Corporation" has no insurance, its insurance is inadequate, or it is not effective.

"We" will pay that portion of the common expense to a total of \$5,000 made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with the current Ontario Condominium Act.

### **EXTENSIONS OF COVERAGE**

#### **Bylaws Insurance**

If there is a loss insured by this Policy, "We" will pay up to a maximum of \$10,000 for the additional cost of demolition, construction or repair which is required to comply with any law regulating demolition, construction or repair of dwellings. "We" will not pay more than the minimum amount required to comply with an enforceable law.

#### **Change of Temperature**

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

**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.

**Emergency Services Forced Entry**

"We" will pay up to \$5,000 in all for loss or damage caused to the "Unit" or "Detached Private Structure" when the fire, police or ambulance service has to force entry to the "Unit" because of an emergency or perceived emergency involving "You" or "Your" family. No deductible applies to this coverage.

**Extended Warranty Coverage**

This coverage doubles the original manufacturer's warranty up to a maximum of one (1) year for normal household purchases of items for use in connection with the "Unit" insured by this Policy subject to the exclusions and conditions below. The extended warranty applies only to parts and/or labour costs resulting from mechanical breakdown or failure of the covered item. "We" will not pay more than the original purchase price to repair or replace the item subject to a maximum payable of \$10,000 in any one event. No deductible applies to this coverage.

Exclusions:

This coverage does not apply to:

- (1) used items;
- (2) to any motorized vehicles, aircraft, watercraft, trailers, snow blowers, lawnmowers or garden tractors or to their equipment or accessories;
- (3) any deductible in the manufacturer's warranty.

Conditions:

- (1) "You" must present a copy of the receipt and the original manufacturer's warranty for the item within ninety (90) days of the event for which a claim is being made.
- (2) The event must take place during the Policy period.
- (3) Any other insurance, warranty or extended warranty applies before this coverage takes effect.

**Fire Department Charges**

"We" will reimburse "You" 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 up to a maximum limit of \$5,000. No deductible applies to this coverage.

**Food Freezer**

"We" will pay for loss or damage by spoilage of foodstuffs while contained in "Your" food freezer located within "Your" "Unit", 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 loss or damage:

- (1) due to deliberate manual disconnection of the electrical power supply on "Your" "Premises";
- (2) due to inherent vice and/or natural spoilage; or
- (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.

**Inflation Protection**

"We" will automatically increase the amount(s) of insurance shown on the "Declaration Page" under this Form by amounts which are solely attributable to the inflation increase since the inception date of this Policy, the latest renewal or anniversary date or from the date of the most recent change to the amount(s) of insurance shown on the "Declaration Page", whichever is the latest.

**Lock Replacement**

"We" will pay up to \$1,000 to replace or re-key, at "Our" option, the locks for "Your" condominium "Unit" if the keys are stolen. No deductible applies to this coverage.

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

"You" may apply up to 5% of the amount of insurance on "Your" Personal Property to lawns, trees, shrubs and plants on "Your" "Premises". "We" will not pay more than \$1,000 for any one lawn, tree, shrub or plant, 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.

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

## **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 \$50,000, in any one (1) Policy year, subject to the Policy deductible, for costs to remove and restore property of the insured “Premises”.

## **Tear Out**

If any walls, ceilings or other parts of “Your” “Unit” must be torn apart before water damage from a plumbing, heating, air conditioning or sprinkler system or domestic appliance can be repaired “We” will pay the cost of such repairs. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public “Water Mains” is not insured.

## **INSURED PERILS**

“You” are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this Policy.

## **EXCLUSIONS**

### **Property Excluded**

“We” do not insure the loss of or damage to:

- (1) “Your” insured property, when “Your” “Unit” has, to “Your” knowledge, been “Vacant”, even if partially or fully furnished, for more than thirty (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 pretense;
- (5) outdoor trees, shrubs, plants and lawns except as provided under Extension of Coverage;
- (6) books of account and evidences of debt or title except as provided under Special Limits of Insurance;
- (7) 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;
- (8) animals, birds or other pets unless the loss or damage is caused by a specified peril other than impact by aircraft or land vehicle;
- (9) sporting equipment where the loss or damage is due to its use;
- (10) property at any fairground, exhibition or exposition for the purpose of exhibition;
- (11) retaining walls not constituting part of any insured building except for fire, lightning, impact by aircraft or land vehicle or vandalism and malicious acts; or
- (12) 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.

### **Perils Excluded**

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

- (1) by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or “Pollutants”, except damage caused by 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 “Unit” as provided under the Extensions of Coverage;
- (2) 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;
- (3) by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, “Fungi” or “Spore(s)”, or contamination;
- (4) by scratching, marring, abrasion or chipping of any property or breakage of any fragile or brittle articles unless caused by a specified perils, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
- (5) by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects or household pets, except loss or damage to building glass;
- (6) resulting from any intentional or criminal act or failure to act by “You”, “Your” employees or anyone to whom the damaged or lost property is entrusted;
- (7) due to the cost involved to correct faulty material, workmanship, or design;
- (8) by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
- (9) by smoke from agricultural smudging or industrial operations;
- (10) by buildup of smoke. Smoke damage must be sudden and accidental;
- (11) 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;

- (12) by collapse of:
  - (a) outside property such as awnings, fences, or trellises unless resulting from structural collapse of foundations, walls, floors or roof of a building;
  - (b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
- (13) by water unless the loss or damage directly resulted from:
  - (a) the sudden and accidental escape of water from within a "Water Main", swimming pool, hot tub or equipment attached;
  - (b) the sudden and accidental escape of water or steam from within a heating, sprinkler, air conditioning or plumbing system, "Domestic Water Container" or waterbed which is located inside "Your" "Unit";
  - (c) the sudden and accidental escape of water from a "Domestic Water Container" located outside "Your" "Unit", but such damage is not insured when the escape of water is caused by freezing;
  - (d) water which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded; or
  - (e) water from the accumulation of ice or snow on the roof or eaves trough, which enters the "Unit" through the roof;

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 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 Water", unless the water escapes from a "Water Main" or from a "Domestic Water Container" located outside "Your" "Unit";
  - (e) caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
  - (f) to "Water Mains" or system or "Domestic Water Container" and equipment attached from which the water escaped;
  - (g) occurring while the "Unit" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "Us";
  - (h) caused by freezing during the usual heating season:
    - i. within a normally heated portion of "Your" "Unit" if the heat has been intentionally turned off by "You" or at "Your" direction; or
    - ii. within a normally unheated portion of "Your" "Unit";
- (14) by change of temperature unless the loss or damage:
  - (a) is to personal property kept in "Your" "Unit"; and
  - (b) is the result of physical damage to "Your" "Unit" or equipment caused by a peril not otherwise excluded;
- (15) caused by vandalism or malicious acts or glass breakage occurring while "Your" "Unit" is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "Us";
- (16) from the part of "Your" "Unit" rented to others, caused by theft or attempted theft by any "Tenant", "Tenant's" employee, or members of a "Tenant's" household.

**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 or will recover any amount from any insurance covering the collective interests of the unit owners, 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.

#### **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 collectors' items;
  - (c) property that has not been maintained in good or workable condition; or
  - (d) property that is no longer used for its originally purpose;for which "We" will pay only on the basis of Actual Cash Value.

#### **Improvements and Betterments and Unit Contingency Coverage**

"We" agree to pay the cost of repairs or replacement (whichever is less) for insured loss or damage to "Your" "Unit's" improvements and betterments and to "Your" "Unit" (less any amount recoverable from any insurance covering the collective interests of the "Unit" owners), without deduction for depreciation, provided that:

- (1) "You" repair or replace the damaged or destroyed "Unit" or "Unit" improvements on the same site;
- (2) with a "Unit" of the same occupancy;
- (3) constructed with materials of similar quality and currently available; and
- (4) "You" repair or replace the property promptly.

Otherwise the Basis of Claim Payment will be the Actual Cash Value of the damage on the date of the occurrence.

#### **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.

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" ratable proportion of the loss or claim under this Policy.

#### **Waiver of Rights**

"We" agree to waive "Our" rights to any claim against the "Condominium Corporation", its Directors, Property Managers,

Agents or Employees of the Condominium, except for arson, fraud and vehicle impact. "We" will not consider Independent Contractors as being Agents or Employees of the "Condominium Corporation", its Directors and Property Managers or of the "Unit" owners.