House Owner Insurance Policy Wordings

Introduction

These Policy Wordings consist of nine sections:

Section 1: Insuring Agreement	Describes the agreement between you and the Insurer for the provision of insurance protection under this Policy.
Section 2: Definitions	Describes the definitions that apply to all sections of your Policy. Additional definitions may also be embedded in specific sections of this Policy.
Section 3: Property Covers	Describes the insurance on your home and property for loss or damage insured under this Policy.
Section 4: Loss of Use Covers	Describes the insurance available to you if the Premises cannot be occupied as a result of loss or damage insured under this Policy.
Section 5: Liability Covers	Describes the insurance for unintentional Bodily Injury to, or Property Damage of, others arising from your personal actions or ownership or use of your Premises.
Section 6: Legal Protection Covers	Describes the insurance available to you to cover for legal costs.
Section 7: Exclusions	Describes the loss, damage or liability that is excluded and, therefore, not insured under this Policy.
Section 8: Policy Deductibles	Describes the deductibles specified on the Policy Declaration and how they apply to loss or damage insured under this Policy.
Section 9: Additional Conditions	Describes general conditions and statutory conditions (required under the Insurance Act of the province of your insured location) that apply to this Policy.

It is important to note that there are various terms, conditions, and exclusions that limit the insurance this Policy provides. Read this Policy carefully. If you do not understand any aspect of this Policy, contact us at **1.855.331.6933**.

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.

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 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.

2.3 Bodily Injury means any damage to a person's physical condition including pain, illness or resulting death.

2.4 Building means the main structure of your Premises (as defined) occupied by you or your tenants as a private residence.

2.5 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 twenty-one (21) years of age;

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(d) your rental to others of a portion of your Premises for use as a private residence, as long as this rental is noted on your Policy Declaration; or,

(e) your rental to others of not more than three (3) car spaces or parking stalls in residential garages.

2.6 Business Property means property pertaining to, or intended for, use in a Business (as defined).

2.7 China, Silverware and Furs means:

(a) any porcelain ware, plates, cups, saucers that are supplementary to everyday usage;

(b) eating and serving utensils made of silver that are supplementary to everyday usage;

(c) figurines made of porcelain or ceramic material; and

(d) furs and fur-trimmed garments.

2.8 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, or any person acting with authority under Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

2.9 Coastal Flood means the covering of dry land by seawater, including seawater caused by:

(a) high tides;

(b) sea or ocean waves;

(c) normal movements or changes in sea or ocean levels; or

(d) storm surge.

2.10 Collectibles means items collected as a hobby, for display, or as an investment whose value may appreciate, and includes sports card collections, comic book collections, sports memorabilia, rare or signed or first edition books, coin collections and stamp collections.

2.11 Condominium 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 Condominium Improvements means:

(a) any upgrades, additions or alterations to your Premises (as defined) made by you or a previous resident; or

(b) any countertops, flooring, glass or other fixtures in your Premises that you are responsible for insuring under the bylaws of your Condominium Corporation (as defined).

2.13 Detached Structures means all structures that are not attached to the Building (as defined) and includes garages, sheds and gazebos.

2.14 Electronic Data means collections or representations of information stored in electronic format.

2.15 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.

2.16 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.

2.17 Gardening Equipment means tools used for Landscaping (as defined) and includes garden-type tractors, lawn mowers, trimmers, and snow blowers, whether self-propelled or not.

2.18 Inland Flood means the covering of dry land by freshwater or wastewater that:

(a) has escaped or been released from the normal confines of a lake, river, stream, natural watercourse, reservoir, canal or dam; or

(b) is generated by snowmelt or rainfall that cannot be dispersed by soil absorption, runoff or drainage.

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;

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(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 Landscaping and Fences means trees, shrubs, lawns, fences, retaining walls, rockeries, permanent ornamental landscaping structures and other property used to improve the appearance of your Premises (as defined).

2.24 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.

2.25 Living Expenses means the cost of accommodations, food and residential utilities, which are ordinary to your occupancy of the Premises (as defined).

2.26 Medical Equipment means medical devices that are designed and intended for home use, and includes hearing aids, wheelchairs, scooters, artificial limbs, sleep apnea sensors, blood glucose and blood pressure machines, and walkers.

2.27 Military Property means military orders, decorations or medals issued by the Canadian government and awarded to, or inherited by an Insured.

2.28 Motor Vehicle means a self-propelled vehicle and its equipment, including trailers and camper units, but does not include:

(a) Gardening Equipment (as defined);

(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).

2.29 Musical Instruments means devices created or adapted for the purpose of making musical sounds.

2.30 Named Insured means the person(s) appearing under the heading "Named insured" on the Policy Declaration (as defined).

2.31 Occurrence means a single unintended or unexpected accident or event that causes loss or damage to insured property, Bodily Injury (as defined) or Property Damage (as defined) insured under this Policy (as defined). For loss or damage directly or indirectly resulting from earthquakes insured under this Policy, one Occurrence is defined as all earthquake shocks occurring within a period of one-hundred and sixty-eight (168) consecutive hours while this Policy is in force.

2.32 Oriental Rugs means a hand-woven or hand-knotted one-piece rug or carpet made in Asia.

2.33 Partner means your spouse, or the person (regardless of gender) with whom you are permanently cohabiting in a marriage-like relationship.

2.34 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; China, Silverware and Furs; Fine Arts, Collectibles and Oriental Rugs; Jewellery and Watches; Landlord's Property; Landscaping, Fences and Gardening Equipment; Musical Instruments; and Watercraft.

2.35 Policy means the application for insurance, the Policy Declaration (as defined) and these Policy Wordings, which together form your complete insurance Policy.

2.36 Policy Declaration means the document containing policy information, applicable covers, limits and deductibles, special conditions and the application of insurance.

2.37 Pollutants includes any solid, liquid, airborne, gaseous or thermal irritant or contaminant, and includes vapour, soot, fumes, acids, alkalis, chemicals and waste.

2.38 Power-Assisted Bicycles means bicycles that are regulated by pedalling, with electric motors totaling no more than 500 W that assist riders' efforts when pedalling, to speeds of no greater than 32km/h on level ground.

2.39 Premises means the land and all structures contained within the lot lines of the insured location on the Policy Declaration (as defined) reserved for you or your tenants' exclusive use or occupancy.

2.40 Property Damage means physical damage to, destruction of, or loss of use of tangible property.

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2.41 Replacement Cost means the actual cost to repair, replace or rebuild, whichever is less, with like kind and quality.

2.42 Sewer Backup means the backing up or escape of freshwater or wastewater from a sewer, storm drain, drain, sump or septic tank.

2.43 Terrorism means an ideologically motivated unlawful act or acts, including the use of violence or force or 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.

2.44 Under Construction means the period during which the Building insured under this Policy 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.

2.45 Under Renovation means the period during which the Building insured under this Policy is unoccupied and undergoing renovation.

2.46 Vacant means all occupants have left the home with no intention of returning and no new occupants have moved in to it. In the case of a newly constructed house, Vacant means occupants have not yet moved in to the home. In the case of a newly acquired home, Vacant means occupants have not moved in to the home within seven (7) days of your possession of it.

2.47 Watercraft means a commercially manufactured device, with seats, used to transport person(s) across a body of water.

2.48 Watercraft-Related Property means accessories, equipment and trailers for Watercraft (as defined).

3 Property Covers

The insurance provided under each cover, subject to the limits and deductibles specified on your Policy Declaration, is described below.

3.1 Building

3.1.1 Property insured.

This cover insures your Building and:

(a) all Fixtures and attached structures;

(b) any outdoor equipment permanently installed on your Premises;

(c) any swimming pools, hot tubs, and related equipment on your Premises; and

(d) any materials and supplies located on your Premises intended to be used in building, altering, or repairing your Building.

3.1.2 Loss or damage insured.

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

(a) all types of direct physical loss or damage to your Building;

(b) reasonable expenses incurred for a licensed tradesperson to determine if loss or damage to your Building is covered under this Policy. If it is determined that the loss or damage is not covered under this Policy, then the maximum payment for such expenses will be $1,500. These expenses only include the costs to investigate and determine the cause of the loss in order to confirm if the loss or damage is covered under this Policy, and specifically does not include the cost of any repairs; and

(c) reasonable expenses incurred as a result of loss or damage to your Building insured under this Policy to:

(1) remove debris from your Premises;

(2) remove or tear apart any walls, ceilings, or other parts of your Building;

(3) upgrade the portion of your Building sustaining loss or damage insured under this Policy so that it complies with the current laws/codes; and

(d) reasonable expenses incurred to remove trees which have fallen onto your Premises from an adjacent property that you do not own, to a maximum payment of $5,000 per occurrence.

3.1.3 Loss or damage not insured.

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

3.1.4 Basis of loss payment.

(a) If you repair or rebuild on the same site within a reasonable time, then payment will be made on a Replacement Cost basis, even if this cost exceeds the limit specified on your Policy Declaration. This basis of loss payment will apply provided you have advised us within 30 days of any alterations to your Building of more than $25,000.

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If you have not advised us of alterations to your Building as stipulated above, then this cover will pay on a Replacement Cost basis up to the limit specified on your Policy Declaration.

(b) If you do not repair or rebuild on the same site, then payment will be made on a Limited Depreciation basis for direct physical loss or damage up to the limit specified on your Policy Declaration.

(c) If the Building's roof is past its useful life at the time of loss, then payment for damage due to rain, wind, hail or weight of snow or ice to the Building's roof will be made on an Actual Cash Value basis up to the limit specified on your Policy Declaration.

3.2 Detached Structures

3.2.1 Property insured.

This cover insures your Detached Structures and any materials and supplies located on your Premises intended to be used in building, altering, or repairing your Detached Structures.

3.2.2 Property not insured.

This cover does not insure greenhouses, garden frames or the like.

3.2.3 Loss or damage insured.

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

(a) all types of direct physical loss or damage to your Detached Structures;

(b) reasonable expenses incurred as a result of loss or damage to your Detached Structures insured under this Policy to:

(1) remove debris from your Premises;

(2) remove or tear apart any walls, ceilings, or other parts of your Detached Structures required to repair your Detached Structures; and

(3) upgrade the portion of your Detached Structures sustaining loss or damage insured under this Policy so that it complies with the current laws/codes.

3.2.4 Loss or damage not insured.

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

3.2.5 Basis of loss payment.

(a) If you repair or rebuild on the same site within a reasonable time, then payment will be made on a Replacement Cost basis up to the limit specified on your Policy Declaration.

(b) If you do not repair or rebuild on the same site, then payment will be made on a Limited Depreciation basis up to the limit specified on your Policy Declaration.

(c) If the Detached Structure's roof is past its useful life at the time of loss, then payment for damage due to rain, wind, hail or weight of snow or ice to the Detached Structure's roof will be made on an Actual Cash Value basis up to the limit specified on your Policy Declaration.

3.3 Personal Property

3.3.1 Property insured.

This cover 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) at your option, the Personal Property of others in your care or possession or while temporarily on that portion of the Premises you occupy; and

(e) at your option, Medical Equipment of others in your care or possession.

3.3.2 Property not insured.

This cover does not insure:

(a) Personal Property or Medical Equipment of tenants, roomers or boarders who are not related to you;

(b) Personal Property or Medical Equipment illegally acquired, kept, stored, transported, or the proceeds of crime;

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(c) Personal Property or Medical Equipment 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; or

(h) aircraft or their parts or equipment.

3.3.3 Property not insured unless additional cover has been purchased.

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

(a) Bicycles and Sporting Equipment;

(b) Business Property;

(c) China, Silverware and Furs;

(d) Fine Arts, Collectibles and Oriental Rugs;

(e) Jewellery and Watches;

(f) Landlord's Property;

(g) Landscaping, Fences and Gardening Equipment;

(h) Musical Instruments; and

(i) Watercraft.

3.3.4 Loss or damage insured.

This cover 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.

3.3.5 Loss or damage not insured.

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

3.3.6 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.

3.4 Bicycles and Sporting Equipment

3.4.1 Property insured.

This cover insures your Bicycles and Sporting Equipment, and Power-Assisted Bicycles, at your Premises or while temporarily away from your Premises.

3.4.2 Property not insured.

This cover does not insure Bicycles and Sporting Equipment:

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(a) of tenants, roomers or boarders who are not related to you;

(b) illegally acquired, kept, stored, transported, or the proceeds of crime;

(c) undergoing a process or while being worked on, where the loss or damage results from the process or work; or

(d) used for Business.

3.4.3 Loss or damage insured.

This cover insures, subject to the limitations and exclusions in this Policy, all types of direct physical loss or damage.

3.4.4 Loss or damage not insured.

This cover does not insure loss or damage:

(a) excluded in Section 7; or

(b) caused by the use of your Bicycles and Sporting Equipment.

3.4.5 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.

(e) If any single item or set is valued at more than $3,000, then you must have provided us with acceptable evidence of its value prior to the loss or damage; otherwise, the maximum payable for any single item or set is $3,000.

3.5 Business Property

3.5.1 Property insured.

This cover insures your Business Property at your Premises or while temporarily away from your Premises and, at your option, the Business Property of others in your care or possession.

3.5.2 Property not insured.

This cover does not insure:

(a) Business Property of tenants, roomers or boarders who are not related to you;

(b) Business Property illegally acquired, kept, stored, transported, or the proceeds of crime;

(c) Business Property undergoing a process or while being worked on, where the loss or damage results from the process or work;

(d) books of account and evidences of debt or title; or

(e) Electronic Data.

3.5.3 Loss or damage insured.

This cover insures, subject to the limitations and exclusions of this Policy, all types of direct physical loss or damage.

3.5.4 Loss or damage not insured.

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

3.5.5 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.

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(e) If any single item is valued at more than $3,000, then you must have provided us with acceptable evidence of its value prior to the loss or damage; otherwise, the maximum payable for any single item is $3,000.

3.6 China, Silverware and Furs

3.6.1 Property insured.

This cover insures your China, Silverware and Furs at your Premises or while temporarily away from your Premises.

3.6.2 Property not insured.

This cover does not insure China, Silverware or Furs:

(a) of tenants, roomers or boarders who are not related to you;

(b) illegally acquired, kept, stored, transported, or the proceeds of crime;

(c) undergoing a process or while being worked on, where the loss or damage results from the process or work; or

(d) used for Business.

3.6.3 Loss or damage insured.

This cover insures, subject to the limitations and exclusions of this Policy, all types of direct physical loss or damage.

3.6.4 Loss or damage not insured.

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

3.6.5 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.

(e) If any single item or set of items is valued at more than $6,000, then you must have provided us with acceptable evidence of its value prior to the loss or damage; otherwise, the maximum payable for any single item or set of items is $6,000.

3.7 Fine Arts, Collectibles and Oriental Rugs

3.7.1 Property insured.

This cover insures your Fine Arts, Collectibles and Oriental Rugs at your Premises or while temporarily away from your Premises.

3.7.2 Property not insured.

This cover does not insure Fine Arts, Collectibles or Oriental Rugs:

(a) of tenants, roomers or boarders who are not related to you;

(b) illegally acquired, kept, stored, transported, or the proceeds of crime;

(c) undergoing a process or while being worked on, where the loss or damage results from the process or work;

(d) on exhibit or in transit to or from their exhibition; or

(e) used for Business.

3.7.3 Loss or damage insured.

This cover insures, subject to the limitations and exclusions of this Policy, all types of direct physical loss or damage.

3.7.4 Loss or damage not insured.

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

3.7.5 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.

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(b) If it is not possible to repair or replace due to age, history or rarity, then payment will be made on a market value basis up to the limit specified on your Policy Declaration.

(c) 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.

(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.

(e) If any single item is valued at more than $3,000, then you must have provided us with acceptable evidence of its value prior to the loss or damage; otherwise, the maximum payable for any single item is $3,000.

3.8 Jewellery and Watches

3.8.1 Property insured.

This cover insures your Jewellery and Watches at your Premises or while temporarily away from your Premises.

3.8.2 Property not insured.

This cover does not insure:

(a) raw precious stones;

(b) Jewellery and Watches of tenants, roomers or boarders who are not related to you;

(c) Jewellery and Watches illegally acquired, kept, stored, transported, or the proceeds of crime;

(d) Jewellery and Watches undergoing a process or while being worked on, where the loss or damage results from the process or work;

(e) Jewellery and Watches while on exhibit or in transit to or from their exhibition; or

(f) Jewellery and Watches used for Business.

3.8.3 Loss or damage insured.

This cover insures, subject to the limitations and exclusions of this Policy, all types of direct physical loss or damage.

3.8.4 Loss or damage not insured.

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

3.8.5 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.

(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 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) or (b) , of the pair or set.

(d) If any single item is valued at more than $6,000, then you must have provided us with acceptable evidence of its value prior to the loss or damage; otherwise, the maximum payable for any single item is $6,000.

3.9 Landlord's Property

3.9.1 Property insured.

This cover insures your Landlord's Property at your Premises.

3.9.2 Property not insured.

This cover does not insure Landlord's Property:

(a) of tenants, roomers or boarders who are not related to you;

(b) illegally acquired, kept, stored, transported, or the proceeds of crime; or

(c) undergoing a process or while being worked on, where the loss or damage results from the process or work.

3.9.3 Loss or damage insured.

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

(a) all types of direct physical loss or damage to your Landlord's Property;

(b) reasonable expenses incurred:

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(1) to protect your Landlord's Property from further damage following a loss;

(2) to remove your Landlord's Property from your Premises to protect it from further damage;

(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.

3.9.4 Loss or damage not insured.

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

3.9.5 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.

3.10 Landscaping, Fences and Gardening Equipment

3.10.1 Property insured.

This cover insures your Landscaping and Fences and your Gardening Equipment at your Premises or while temporarily away from your Premises.

3.10.2 Property not insured.

This cover does not insure:

(a) greenhouses, garden frames or the like; or

(b) Landscaping and Fences or Gardening Equipment:

(1) of tenants, roomers or boarders who are not related to you;

(2) illegally acquired, kept, stored, transported, or the proceeds of crime;

(3) undergoing a process or while being worked on, where the loss or damage results from the process or work; or

(4) used for Business.

3.10.3 Loss or damage insured.

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

(a) all types of direct physical loss or damage to your Landscaping, Fences and Gardening Equipment; and

(b) reasonable expenses incurred as a result of loss or damage to your Landscaping and Fences insured under this policy to remove debris from your Premises.

3.10.4 Loss or damage not insured.

This cover does not insure:

(a) your Landscaping and Gardening Equipment for loss or damage excluded in Section 7; or

(b) your trees, shrubs, plants or lawns for loss or damage due to disease, drought, water, wind, hail, or weight of ice or snow.

3.10.5 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.

SAMPLE

(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.

3.11 Musical Instruments

3.11.1 Property insured.

This cover insures your Musical Instruments at your Premises or while temporarily away from your Premises and, at your option, Musical Instruments of others in your care or possession.

3.11.2 Property not insured.

This cover does not insure Musical Instruments:

(a) of tenants, roomers or boarders who are not related to you;

(b) illegally acquired, kept, stored, transported, or the proceeds of crime;

(c) undergoing a process or while being worked on, where the loss or damage results from the process or work; or

(d) used for Business.

3.11.3 Loss or damage insured.

This cover insures, subject to the limitations and exclusions of this Policy, all types of direct physical loss or damage.

3.11.4 Loss or damage not insured.

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

3.11.5 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.

(e) If any single item is valued at more than $3,000, then you must have provided us with acceptable evidence of its value prior to the loss or damage; otherwise, the maximum payable for any single item is $3,000.

3.12 Watercraft

3.12.1 Property insured.

This cover insures:

Unless otherwise noted on your Policy Declaration, this cover insures:

(a) your Watercraft of no more than twenty (20) feet in length equipped with:

(1) motors of no more than 100 horsepower in total; or

(2) no motor; and

(b) your Watercraft-Related Property.

3.12.2 Property not insured.

This cover does not insure Watercraft and Watercraft-Related Property:

(a) of tenants, roomers or boarders who are not related to you;

(b) illegally acquired, kept, stored, transported, or the proceeds of crime;

(c) undergoing a process or while being worked on, where the loss or damage results from the process or work;

(d) while used for Business;

(e) while used in any race or any speed test;

(f) while used in any illicit or prohibited trade or transportation; or

(g) while being repaired or upgraded.

SAMPLE

3.12.3 Loss or damage insured.

This cover insures, subject to the limitations and exclusions of this Policy, all types of direct physical loss or damage.

3.12.4 Loss or damage not insured.

This cover does not insure loss or damage:

(a) excluded in Section 7;

(b) caused by deterioration, including that caused by marine life, rust, corrosion, wet or dry rot or mould, freezing, extremes of temperature, marring or scratching;

(c) caused by electrical or mechanical breakdown; or

(d) caused by latent or structural defect.

3.12.5 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.

(e) If any single item is valued at more than $10,000, then you must have provided us with acceptable evidence of its value prior to the loss or damage; otherwise, the maximum payable for any single item is $10,000.

3.13 Identity Theft and Financial Loss

3.13.1 Loss or damage insured.

This cover insures, subject to the limitations and exclusions of this Policy and up to the limit specified on your Policy Declaration:

(a) financial losses incurred as a result of:

(1) the theft or illegal access to your identity or credit;

(2) the theft or unauthorized use of credit cards, debit or automated teller cards issued to you or registered in your name provided you have complied with all the conditions under which the card was issued;

(3) the fraudulent transfer or removal of funds from bank accounts;

(4) forgery or alteration of cheques, drafts or other negotiable instruments; and

(5) your acceptance, in good faith, of counterfeit Canadian paper currency.

(b) reasonable expenses incurred to resolve credit issues, including:

(1) legal costs incurred in order to clear your name, reconstruct credit data, remove criminal records, rectify consumer credit reports, defend against lawsuits by businesses or collection agencies or rectify civil judgments made against you; and

(2) lost wages resulting from time required away from your business or employment to deal with matters pertaining to an identity theft.

3.13.2 Loss or damage not insured.

This cover does not insure financial losses or expenses incurred:

(a) that are recoverable by you from any other party, including a credit card company, a financial institution, a retailer, a credit grantor, a government body or a utility provider;

(b) as a result of:

(1) any Business activity in which you participate;

(2) your own use of your identity or credit;

(3) the use of your identity or credit authorized by you;

(4) your intentional misuse of your identity or credit; or

(5) the use of a credit card by any other Insured or any person entrusted with the card.

SAMPLE

4 Loss of Use Covers

The insurance provided under each cover, 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 cover insures, subject to the limitations and exclusions of this Policy and:

(a) up to the limit specified on your Policy Declaration, for 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; or

(b) up to $10,000, for 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 cover does not insure loss or damage excluded in Section 7.

4.2 Rental Income

4.2.1 Loss or damage insured.

This cover insures, subject to the limitations and exclusions of this Policy and up to the limit specified on your Policy Declaration, the rental income to the portion of your Premises that is rented to others that:

(a) becomes unfit for occupancy as a result of direct physical loss or damage insured under this Policy; or

(b) your tenant is prohibited by a Civil Authority from inhabiting as a result of direct physical loss or damage insured under this Policy to neighbouring premises.

4.2.2 Loss or damage not insured.

This cover does not insure:

(c) lost rental income due to loss or damage excluded in Section 7:

(d) from roomers or boarders sharing your living unit; or

(e) expenses due to cancellation of a lease or agreement.

4.2.3 Basis of loss payment.

(f) Payment will be for the reasonable time required to repair or rebuild that portion of the Premises rented.

(g) Payment for rental income from long-term rentals will be limited to the fair market value of the rental unit.

(h) Payment for rental income from short-term rentals will be limited to the lesser of the:

(3) Actual income earned during the same time period of the prior year; and

(4) Projected income based on the average income earned during the past six (6) months.

(i) Payment will only include expenses that continue while that portion of the Premises rented is unfit for occupancy.

5 Liability Covers

The insurance provided under each cover, subject to the limits and deductibles specified on your Policy Declaration, is described below.

5.1 Personal Liability

5.1.1 Loss or damage insured.

This cover 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 your personal actions anywhere in the world;

SAMPLE

(b) beyond the limit specified on your Policy Declaration:

(1) expenses directly related to defending you against any lawsuit insured under this cover 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 cover;

(3) interest accruing after judgment, as determined by the courts, on the portion of the judgment directly related to a lawsuit insured under this cover;

(4) expenses that you have incurred for emergency medical or surgical treatment to others following an Occurrence insured by this cover; 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 cover.

5.1.2 Loss or damage not insured.

This cover does not insure:

(a) loss, damage or liability:

(1) arising from your ownership, use or occupancy of your Premises;

(2) arising from Business activity;

(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; or,

(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.

5.2 Premises Liability

5.2.1 Loss or damage insured.

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

(a) up to the limit 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 your ownership, use or occupancy of your Premises;

(b) beyond the limit specified on your Policy Declaration:

(1) expenses directly related to defending you against any lawsuit insured under this cover 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 cover;

SAMPLE

(3) interest accruing after judgment, as determined by the courts, on the portion of the judgment directly related to a lawsuit insured under this cover;

(4) expenses that you have incurred for emergency medical or surgical treatment to others following an Occurrence insured by this cover; 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 cover.

5.2.2 Loss or damage not insured.

This cover does not insure:

(a) loss, damage or liability:

(1) arising out of your personal actions anywhere in the world;

(2) arising from Business activity; or

(3) excluded in Section 7;

(b) Property Damage to:

(1) property you own; or

(2) property you use, occupy, lease or rent or in your care, custody or control;

(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, exemplary damages or any other sum over and above actual compensatory damages.

6 Legal Protection Covers

Legal protection insurance is provided by DAS Legal Protection Insurance Company Limited. All the definitions, terms, conditions and exclusions applicable to this insurance are described solely and wholly in the attached **Addendum A: Legal Protection Policy Wordings**.

7 Exclusions

Loss, damage or liability that is excluded and, therefore, not insured under this Policy is described below. 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 Covers (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, your tenants, or any other person at your or your tenant's direction;

(b) the failure to act or the failure to act of you, your tenants, or any other person at your or your tenant's direction;

(c) the act of willful negligence by you, your tenants, or any other person at your or your tenant's 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 or illegal substance or 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 Covers (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;

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(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, including the actual or threatened discharge of fuel oil used to heat the Premises, whether above or below ground;

(h) caused by wear and tear, deterioration, 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;

(i) caused by snowslide, landslide or other earth movement except for loss or damage caused directly by earthquake;

(j) due to settling, sinking, expansion, contraction, moving, bulging, buckling or cracking of any Building or Detached Structures;

(k) to make good faulty design, material or workmanship; or

(l) caused by birds, bats, vermin, racoons, 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 a Building or 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; or

(f) caused by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to fence, pavement, patio, swimming pool and equipment, foundation, retaining wall, bulkhead, pier, wharf, dock, bridge 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 Covers (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;

SAMPLE

(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 transmission of Electronic Data;

(i) libel, slander, defamation, invasion of privacy, mental anguish or injury, false arrest or imprisonment, wrongful detention, wrongful entry or eviction, malicious prosecution or humiliation;

(j) the discharge, dispersal, release or escape of Pollutants;

(k) any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants; or

(l) fungi, spores, bacteria or mould.

8 Policy Deductibles

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 in Sections 8.2 through 8.7, the Standard Deductible as specified on your Policy Declaration applies per Occurrence.

8.2 Earthquake Deductible

For loss or damage directly or indirectly resulting from earthquakes insured under this Policy, the Earthquake Deductible as specified on your Policy Declaration applies per Occurrence.

8.3 Water Deductible

For loss or damage directly or indirectly resulting from water insured under this Policy, the Water Deductible as specified on your Policy Declaration applies per Occurrence.

8.4 Glass Deductible

For loss or damage to glass that forms part of the Building or Detached Structures on your Premises insured under this Policy, the Glass Deductible as specified on your Policy Declaration applies per Occurrence.

8.5 Crime Deductible

For loss or damage directly or indirectly resulting from vandalism, theft, burglary and mysterious disappearance insured under this Policy, the Crime Deductible as specified on your Policy Declaration applies per Occurrence.

8.6 Sewer Backup Deductible

For loss or damage directly or indirectly resulting from Sewer Backup insured under this Policy, the Sewer Backup Deductible as specified on your Policy Declaration applies per Occurrence.

8.7 Wind and Hail Deductible

For loss or damage directly or indirectly resulting from wind and hail insured under this Policy, the Wind and Hail Deductible as specified on your Policy Declaration applies per Occurrence.

8.8 Inland Flood Deductible

For loss or damage directly or indirectly resulting from Inland Flood insured under this Policy, the Inland Flood Deductible as specified on your Policy Declaration applies per Occurrence.

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9 Additional Conditions

General Conditions, Statutory Conditions (required under the Insurance Act of the province of your insured location), and the Standard Mortgage Clause that apply to this Policy are described below.

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 covers, 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. All Named Insureds 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.

SAMPLE

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 Covers (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 of 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.

SAMPLE

(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 fifteen (15) days mentioned in subparagraph (a) (1) of this condition commences to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

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:

(iii) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of amount of loss claimed;

(iv) 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;

(v) stating that the loss did not occur though any willful act or neglect or the procurement, means or connivance of the Insured;

(vi) stating the amount of other insurances and the names of other insurers;

(vii) 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;

(viii) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued; and

(ix) 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

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(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 subparagraphs (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 In case of disagreement.

(a) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in *The Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(b) There is no right to a dispute resolution process under this condition until:

(1) a specific demand is made in writing; and

(2) the proof of loss has been delivered to the Insurer.

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.

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(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 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

(Approved by the Insurance Bureau of Canada.)

It is hereby provided and agreed that:

9.4.1 Breach of conditions by mortgagor, owner or occupant.

This insurance and every documented renewal thereof – AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN – is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy or the occupancy of the property for purposes more hazardous than specified in the description of the risk.

PROVIDED ALWAYS that the mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond 30 consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by this policy) shall be paid for by the mortgagee – on reasonable demand – from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

9.4.2 Right of subrogation.

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

9.4.3 Other insurance.

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

9.4.4 Who may give proof of loss.

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

9.4.5 Termination.

The term of this mortgage clause coincides with the term of the policy; PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the mortgagee without the notice stipulated in such Statutory provision.

9.4.6 Foreclosure.

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

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the mortgagee.

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Addendum A: Legal Protection Policy Wordings

Introduction

This Legal Protection Policy is issued under the Master Legal Protection Policy Number SQ1-2013. The Wordings for this Legal Protection Policy are provided below. These Wordings consist of eight sections:

Section 1: Agency and Insurer	Describes the Agency selling, and the Insurer underwriting, this Policy.
Section 2: Insuring Agreement	Describes the agreement between you and the Insurer for protection under this Policy.
Section 3: Definitions	Describes the definitions that apply to all sections of this Policy.
Section 4: Insured Events	Describes the types of events insured under this Policy.
Section 5: Limit of Indemnity	Describes the limits of insurance under this Policy.
Section 6: General Exclusions	Describes the exclusions under this Policy.
Section 7: General Conditions	Describes general conditions that apply to this Policy.
Section 8: Making a Claim	Describes the process by which claims are to be made under this Policy.

It is important to note that there are various terms, conditions, and exclusions that limit the insurance this Policy provides. Read this Policy carefully. If you do not understand any aspect of this Policy, contact us at **1.855.331.6933**.

1 Agency and Insurer

1.1 Agency and Master Policyholder:

This Policy is sold by:
Square One Insurance Services Inc.
Suite 1218 – 650 West Georgia Street
Vancouver, BC V6B 4N8
Tel: **1.855.331.6933** Fax: **1.855.331.6935**

1.2 Insurer:

This Policy is underwritten by:
DAS Legal Protection Insurance Company Limited
Suite 1610 – 390 Bay Street
Toronto, ON M5H 2Y2
Tel: **1.877.8.DASLEGAL** (1.877.832.7534)

2 Insuring Agreement

2.1 In return for payment of the premium, We will provide the insurance described in this Policy subject to the terms, definitions, conditions, exclusions and limitations set out in this Policy and the Policy Declaration, provided that:

(a) the claim has Reasonable Prospects of success; and

(b) the Date of Occurrence of the insured event happens within the period We have agreed to cover an Insured Person; and

(c) the insured event occurs within the Territorial Limit and any legal proceedings will be dealt with by a court, or other body which We agree to, within the Territorial Limit.

2.2 Except where stated otherwise, we will pay legal costs incurred in making or defending an appeal, as long as:

(a) the matter being appealed was previously accepted as a claim under this policy;

(b) the Insured Person tells us within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal); and

(c) We agree there are Reasonable Prospects of success.

2.3 The Policy, together with the Policy Declaration and any endorsement, and incorporating the application and any information You have provided, forms the contract of insurance between You and Us.

3 Definitions

The following definitions apply only to **Addendum A: Legal Protection Insurance Policy**.

3.1 Appointed Representative means the lawyer, accountant or other suitably qualified person appointed by Us on behalf of the Insured Person to act for an Insured Person.

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3.2 Contract of Employment means an agreement, written or oral, between You and any person for that person to act as Your Superintendent.

3.3 Date of Occurrence means:

(a) for civil cases and residential tenancy disputes, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events;

(b) for criminal cases, the date of the incident, or the earliest date in a series of related incidents, for which an Insured Person is charged with a criminal offence;

(c) for a Tax Appeal: when the Canada Revenue Agency ("CRA") or a provincial tax authority first issues the Insured Person a notice of assessment, reassessment or determination with which the Insured Person disagrees; and

(d) for a Tax Audit, when the CRA or a provincial tax authority first contacts the Insured Person in relation to commencing an audit.

The insured event must occur within the period We have agreed to cover the Insured Person.

3.4 Insured Person means You, or Your spouse or civil partner or any son or daughter, normally living with you. Anyone claiming under this Policy must have Your agreement to claim.

3.5 Legal Costs means, in respect of the insured events described in this Policy:

(a) all reasonable and necessary costs incurred by the Appointed Representative, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports;

(b) the costs awarded by a court in Canada to opponents in civil cases if the Insured Person has been ordered to pay them, or pays them with Our agreement; and

(c) the Insured Person's net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the Appointed Representative, up to a maximum of $500 per Insured Person per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

3.6 Order means an order of a residential tenancy tribunal that if issued would:

(a) grant You vacant possession of the rented premises;

(b) order a Tenant to pay You rent that is in arrears;

(c) order a Tenant to pay You damages pursuant to and as permitted by applicable residential tenancy legislation; or

(d) provide You with any other relief as against the Tenant that is permitted under residential tenancies legislation as a result of the Tenant's activities.

3.7 Policy means the application for insurance, the Policy Declaration (as defined) and these Policy Wordings, which together form your complete insurance Policy.

3.8 Policy Declaration means the document that describes the applicable covers, limits and deductibles.

3.9 Premises means the land and all structures contained within the lot lines of the insured location on the Policy Declaration reserved for your or your tenants exclusive use or occupancy.

3.10 Reasonable Prospects means:

(a) for civil cases, that We agree that it is always more likely than not that an Insured Person will recover losses or damages (or obtain other legal remedy which We have agreed to) or make a successful defence;

(b) for appeals relating to any insured event, that We agree that it is always more likely than not that the appeal will be successful; and

(c) for residential tenancy disputes, that we agree that it is always more likely than not that You will obtain an Order in Your favour.

3.11 Superintendent means a person who resides in a superintendent's premises.

3.12 Superintendent's Premises means any of your rental units that is used by a person employed as your janitor, manager, security guard or superintendent.

3.13 Tenant means a person to whom you have rented residential accommodations and entered into a valid residential tenancy agreement with and includes any other person who, with your knowledge and consent, also resides in that unit as part of the Tenant's immediate family and includes any sub-tenants of the tenant whom you consent to.

3.14 Tax Appeal means an appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

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3.15 Tax Audit means an inspection and verification by the CRA or a provincial tax authority of the Insured Person's financial accounting records to determine whether or not they have paid the correct amount of tax.

3.16 Territorial Limit means Canada.

3.17 We, Us, Our means DAS Legal Protection Insurance Company Limited.

3.18 You, Your means The policyholder shown on the Policy Declaration.

4 Covers

The insurance provided under each cover, subject to the Limit of Indemnity (as described in Section 5), is described below.

4.1 Property Protection

4.1.1 What is covered.

We will pay an Insured Person's Legal Costs to pursue their legal rights in a civil action relating to the Premises for the following:

(a) an event which causes physical damage to the Premises provided that the amount in dispute exceeds $250;

(b) a legal nuisance (meaning any unlawful interference with the Insured Person's use or enjoyment of their land, or some right over, or in connection with it); and

(c) a trespass.

4.1.2 What is not covered.

Any claim relating to any of the following:

(a) a contract entered into by the Insured Person;

(b) any building or land other than the Premises;

(c) someone legally taking the Insured Person's physical property from them, whether the Insured Person is offered money or not, or restrictions or controls placed on the Insured Person's physical property by any governmental, quasigovernmental or public or local authority;

(d) work done by, or on behalf of, any governmental, quasi-governmental or public or local authority, unless the claim is for accidental physical damage;

(e) the first $500 of any claim for legal nuisance or trespass. This is payable to Us as soon as We accept the claim;

(f) a motor vehicle;

(g) mining, subsidence, heave or landslide; or

(h) defending an Insured Person's legal rights, other than in defending a counter-claim.

4.2 Employee Legal Defence

4.2.1 What is covered.

We will pay an Insured Person's Legal Costs to defend their legal rights in relation to their being prosecuted for an alleged criminal offence arising from their work as an employee.

4.2.2 What is not covered.

Any claim relating to an Insured Person being prosecuted for a breach of highway traffic laws or regulations in connection with the ownership, use or operation of a motor vehicle.

4.3 Tax Protection

4.3.1 What is covered.

We will pay an Insured Person's Legal Costs in respect of a Tax Appeal or a Tax Audit relating to their personal tax affairs, provided that the Insured Person has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.

4.3.2 What is not covered.

(a) For a Tax Audit, the first $500, and, for a Tax Audit or a Tax Appeal, any amount in excess of $10,000, in either case in Legal Costs in respect of each claim.

(b) The tax affairs of a corporation, or if the Insured Person is carrying on business, involved in a business partnership, or otherwise self-employed, the tax affairs relating to such activities.

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(c) Any claim arising from a tax avoidance scheme, arrangement, or plan of any kind.

(d) Any claim arising from an investigation or enquiry by the CRA into alleged gross negligence, dishonesty or criminal offences.

4.4 Contract Disputes

4.4.1 What is covered.

We will pay an Insured Person's Legal Costs to pursue or defend their legal rights in a dispute relating to an agreement or an alleged agreement that the Insured Person has entered into for: buying or selling goods; or obtaining services.

4.4.2 What is not covered.

Any claim:

(a) where the amount in dispute is less than $350;

(b) where the cause of action arises within the first 90 days of inception of this Policy;

(c) relating to a contract regarding an Insured Person's trade, profession, occupation, employment or any business venture;

(d) relating to construction work, or designing or structurally renovating any building where the amount in dispute exceeds $10,000;

(e) relating to the settlement payable under an insurance policy (we will cover a dispute arising from the Insured Person's insurer refusing their claim, but not a dispute over the amount of the claim);

(f) relating to a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under (e) above);

(g) relating to a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, we will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement; or

(h) relating to a contract involving a motor vehicle.

4.5 Residential Tenancy Disputes

4.5.1 What is covered.

We will pay Your Legal Costs to pursue an application before a residential tenancy tribunal to obtain an Order relating to the Premises as a result of:

(a) non-payment of rent;

(b) abandonment of the Premises by a Tenant;

(c) a Tenant giving You notice to terminate a tenancy by a certain date but fails to do so;

(d) a Tenant not complying with the terms of a prior court order or mediated settlement that is in Your favour and pertains to the tenancy with that Tenant;

(e) a Tenant's employment as a Superintendent having ended;

(f) a Tenant causing damage to your property;

(g) a Tenant conducting an illegal activity in or on the Premises;

(h) a Tenant disturbing Your quiet enjoyment or that of any other tenant;

(i) overcrowding of the Premises;

Provided that:

(a) in all cases, You have provided the Tenant with the proper and valid statutory notice of Your intention to bring an application to obtain an order; and

(b) in a claim for monies owing to You pursuant to the lease,

(1) You obtained a satisfactory reference for each Tenant at the commencement of the tenancy; and

(2) the amount owed by the Tenant exceeds $500 and is a legal rent; and

(c) in a claim for damage to Your property,

(1) You have detailed information and descriptions of Your property, including the condition of any contents and fixtures owned by You as of the commencement of the tenancy; and

(2) the cost to repair the damage exceeds $1,000.

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4.5.2 What is not covered.

(a) any claim where the cause of action arises within the first 60 days of inception of this policy;

(b) any claim relating to a commercial tenancy;

(c) any claim relating to the drafting of a tenancy agreement, lease or any agreement to enter into a tenancy agreement or lease;

(d) any claim (except an application for an Order) relating to a dispute with an employee or ex-employee which arises out of, or relates to, a Contract of Employment with You;

(e) any claim related to rent control, rent review or applying for an increased rent; or

(f) the cost to enforce an order.

4.6 Landlord Order Enforcement

4.6.1 What is covered.

For any order obtained under the Residential Tenancy Disputes cover that grants You vacant possession of the Premises, We will pay Your Legal Costs to obtain vacant possession.

4.6.2 What is not covered.

Any cost or expense related to:

(a) changing locks;

(b) removing the tenant's property from the Premises;

(c) disposing of the tenant's property;

(d) repairing or remediating any damage to the Premises; or

(e) returning the property to a rentable condition.

4.7 Landlord Legal Defence

4.7.1 What is covered.

We will pay Your Legal Costs if, as a result of You renting residential accommodations to a Tenant, You are prosecuted for a criminal offence.

4.7.2 What is not covered.

Any claim arising from or related to any property you own or rent to others that is used, or allegedly used, for the growing, processing or manufacture of any illegal substance including, but not limited to, marijuana, tobacco or alcohol.

4.8 Telephone Legal Advice

4.8.1 We will provide You and any other Insured Person access to a legal advice helpline through which You or they can receive confidential general legal advice and information over the phone relating to any personal (non-automobile related) legal or tax problem and/or any residential tenancy legal problem. The helpline lawyer will help determine Your legal rights and options under the applicable provincial laws and federal laws. The helpline lawyer cannot provide case specific research or review documents.

4.8.2 We will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, We will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

4.8.3 To contact this service call 1-877-8-DASLEGAL (1-877-832-7534).

4.8.4 We will not accept responsibility if the advice service is unavailable for reasons We cannot control.

5 Limit of Indemnity

Except where a lower limit is specifically stated otherwise in this Policy, We will pay up to the limit of indemnity shown on the Policy Declaration in respect of Legal Costs related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, in any twelve-month period of insurance, the first of which commences on the inception date of this Policy, We will pay, in aggregate, Legal Costs of no more than five times the limit of indemnity shown on the Policy Declaration in respect of all claims that arise in that period of insurance that result from different originating causes.

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6 General Exclusions

This insurance does not apply to:

6.1 Wilful acts.

Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an Insured Person.

6.2 Late reported claims.

A claim reported to Us more than 120 days after the Date of Occurrence.

6.3 Costs not agreed with us.

Legal Costs incurred before Our written agreement to pay them.

6.4 Contingency fee agreements.

Any Legal Costs arising as a consequence of a contingency fee agreement.

6.5 Disputes with any governmental or public body.

Any Legal Costs relating to a review or dispute regarding the lawfulness of any decision or action of any federal or provincial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this Policy.

6.6 Class action proceedings.

Any claim where an Insured Person is a party to a legal action brought under applicable class proceedings legislation.

6.7 Costs awarded outside of Canada.

Any Legal Costs awarded in any jurisdiction outside of Canada.

6.8 Damages, fines and penalties.

Damages, fines, penalties, compensation or restitution orders which the Insured Person is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

6.9 Legal action not agreed with us.

Legal action an Insured Person takes which We or the Appointed Representative have not agreed to or where an Insured Person does anything that hinders Us or the Appointed Representative.

6.10 Disputes with DAS.

Any dispute with Us not otherwise dealt with under General condition 7.9. Disputes over Legal Costs for a claim.

6.11 Fraudulent claims

Any claim which is fraudulent, exaggerated or dishonest.

6.12 Claims under this Policy by a third party.

Apart from Us, only an Insured Person may enforce all or any part of this Policy and the rights and interests arising from or connected with it.

6.13 Nuclear, war, terrorism and pollution or contamination risks.

Any claim caused by, contributed to, or arising from any of the following:

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

(b) an event which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;

(c) terrorism or a decision of a government agency or other entity to prevent, respond to or terminate terrorism; or

(d) pollution or contamination.

7 General Conditions

7.1 Observance of Policy terms.

The Insured Person must:

(a) comply with the terms and conditions of this Policy;

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(b) notify Us immediately of any change in circumstance which may materially affect Our assessment of the risk;

(c) take reasonable steps to avoid and prevent claims;

(d) take reasonable steps to avoid incurring unnecessary costs;

(e) send everything We reasonably ask for in writing; and

(f) report to Us full and factual details of any claim as soon as practicable and give Us any information We reasonably need.

7.2 Notice of insured event.

The Insured Persons shall notify us of any event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the person insured where such non-compliance has caused prejudice to Us.

7.3 Conduct and control of claim.

If it is necessary to take legal proceedings, including a Tax Appeal, an Appointed Representative will be appointed by Us on behalf of the Insured Person in accordance with Our standard terms of appointment and will be retained by the Insured Person.

Where We have agreements with more than one law firm with respect to a specialty, the Insured Person may select their Appointed Representative from that panel of law firms.

The Insured Person must cooperate reasonably with Us and with the Appointed Representative and must keep Us up-to-date regarding the progress of the claim.

The Insured Person must give the Appointed Representative any instructions that We reasonably require.

7.4 Consent to access information.

The Insured Person will provide written consent, at the commencement of the retainer of the Appointed Representative, permitting the Appointed Representative, at Our reasonable request, to give us, or Our reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the Appointed Representative's possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at Our reasonable request.

7.5 Offers to settle a claim.

The Insured Person must tell Us if anyone offers to settle a claim and must not negotiate or agree to a settlement without Our written consent, not to be unreasonably withheld.

If the Insured Person does not accept an offer we, based on the advice of the Appointed Representative, consider reasonable to settle a claim, We may refuse to pay further Legal Costs.

We reserve the right to pay the Insured Person the reasonable amount of damages that the Insured Person is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the Insured Person must allow Us to take over and conduct in their name the pursuit or settlement of any claim. The Insured Person will also allow Us to pursue at Our own expense and for Our own benefit, any claim for compensation against any other party and must give Us all information and assistance required.

7.6 Withdrawal of coverage.

If an Insured Person settles or negotiates a claim without Our consent, not to be unreasonably withheld, or withdraws a claim without Our consent, not to be unreasonably withheld, or does not give to the Appointed Representative any instructions that We reasonably require, We can withdraw coverage and will be entitled to reclaim from the Insured Person any Legal Costs We have paid.

7.7 Assessment and recovery of costs.

The Insured Person must instruct the Appointed Representative to have Legal Costs taxed, assessed or audited if We ask for this.

The Insured Person must take every reasonable step to recover Legal Costs that We have to pay and must pay Us any amounts that are recovered.

Where a settlement is made on a without costs basis the Appointed Representative will determine what proportion of that settlement will be deemed Legal Costs and payable to or by us.

7.8 Cancellation of a representative's appointment.

If the Appointed Representative refuses to continue acting for the Insured Person with good reason, or if the Insured Person dismisses the Appointed Representative without good reason, the coverage We provide will end immediately, unless We agree to appoint another Appointed Representative.

7.9 Disputes over Reasonable Prospects for a claim.

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If there is a dispute between an Insured Person and Us over Reasonable Prospects, the Insured Person may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the Insured Person and us, on the merits of a claim or proceedings. If the lawyer's opinion indicates that Reasonable Prospects exist, We will reimburse the reasonable cost of obtaining the opinion.

7.10 Complaint handling.

If you are not satisfied with any aspect of Our service, please write to Us at DAS Legal Protection Insurance Company Limited, 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2.

Alternatively you can telephone Us at 1-888-5-TALKTODAS (1-888-582-5586) or email Us at customerrelations@das.ca.

If you are still not happy, you can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after the Insured Person has first tried to resolve the issue directly with us.

If you are a resident of Quebec and you are not satisfied with the resolution offered by Us, You may request that We send a copy of Your file to the Autorité des marchés financiers (AMF), which will assess the complaint and, if necessary, offer mediation services between You and Us. The AMF does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the AMF complaint process can be obtained at http://www.lautorite.qc.ca/en/file-complaint-conso.html or toll free at 1-877-525-0337.

7.11 Continuation of Policy.

On payment of the premium due, this Policy will continue until terminated by either you or us. We reserve the right, from time to time, to vary the premium, terms, conditions and exclusions but We will notify you of any changes at least 30 days before doing so.

7.12 Termination of Policy.

You can cancel this Policy at any time by giving Us written notice of cancellation and We will refund any premium paid which exceeds Our pro-rata premium for the time you were insured.

We can cancel this Policy at any time by giving you 15 days' notice of cancellation by registered mail or 5 days' written notice personally delivered. We will refund any premium paid which exceeds Our pro-rata premium for the time you were insured.

7.13 Other insurance.

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Policy did not exist.

7.14 Applicable law.

This Policy will be governed, interpreted and enforced in accordance with the laws of the province of where this Policy was issued and the federal laws of Canada.

7.15 Currency.

All of the dollar limits described in this Policy are in Canadian funds.

7.16 Action against us.

Any action or proceeding against Us for the recovery of any claim under this Policy is absolutely barred unless commenced within two years after the date of occurrence, or prior to the expiry of the applicable limitation period in the province where this Policy was issued, whichever is earlier. Any such action or proceeding shall be held in the province where this Policy was issued and in accordance with its laws and the federal laws of Canada.

7.17 Communication with us.

The Insured Person can communicate with Us by telephone, mail or email. New claims may also be reported to Us by mail or telephone, or via Our website.

8 Making a Claim

Please contact Us as soon as practicable following an insured event, and in no event later than 120 days after the Date of Occurrence of the insured event.

Please note that We will not pay for any costs you may incur before We have accepted Your claim, even if We later accept the claim.

You may report a claim to Us by mail at Our Head Office address: 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2 or by telephone at **1.877.8.DASLEGAL** (1.877.832.7534).

We will then advise You on next steps.

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