

Habitational Wordings Review 2010

Detailed Summary

New Brunswick

12/1/2010
Federation Insurance Company of Canada



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Homeowners Basic Form 8504

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (i) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (ii) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

- Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$500 in all;
- Garden type tractors including attachments and accessories up to \$5,000 in all;
- Each bicycle, its equipment and accessories, up to \$1,000 in all.

Coverage D - Additional Living Expenses

New Exclusion

4. Terrorism;

Extension of Coverage

New Definition

9. Tear out

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

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

Insured Perils

New Coverage

14. FUEL LEAKAGE. This peril means the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping).

New Exclusion

8. WATER DAMAGE vi) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.

Exclusions – Section I

New Exclusions

Property not insured:

1. Buildings or structures used in whole or in part for business or farming purposes UNLESS declared on the coverage summary page.

14. Caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

15. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

Section E – Liability

New Definition

Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, **except for** unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water damage has the same meaning as in Section I;

Exclusions – Section II

New Definition

11. (a) “Bodily injury”, “Property damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or

- a. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- b. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 7 and 11

10. Bodily injury or property damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

11. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Homeowners Broad Form 8505

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (iii) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (iv) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

- Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$500 in all;
- Garden type tractors including attachments and accessories up to \$5,000 in all;

Coverage D - Additional Living Expenses

New Exclusion

4. Terrorism;

Extension of Coverage

New Definition

9. Tear out

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

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

Insured Perils

New Coverage

14. FUEL LEAKAGE. This peril means the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping).

New Exclusion

8. WATER DAMAGE vi) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.

Exclusions – Section I

New Exclusions

Property Not Insured:

2. Loss of or damage to any property illegally acquired, kept, stored or transported, or property subject to forfeiture;

3. Evidences of debt or title;

4. Any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;

8. a. data; or

b. loss or damage caused directly or indirectly by a data problem, but you are still insured for ensuing loss or damage caused by fire, explosion, smoke or water damage, all as described in Specified Perils.

21. Caused by rust or corrosion, wet or dry rot or fungi spores.

26. Caused directly or indirectly, in whole or in part, by terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion.

27. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

Removed Exclusion 17

17. Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Section E –Liability

New Definition

Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, **except for** unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water damage has the same meaning as in Section I:

Exclusions – Section II

New Definition

11. (a) “Bodily Injury”, “Property Damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or

- c. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- d. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 10

10. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Homeowners Comprehensive Form 8585

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (v) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (vi) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

- Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$500 in all;
- Garden type tractors including attachments and accessories up to \$5,000 in all;

Coverage D - Additional Living Expenses

New Exclusion

4. Terrorism;

Extension of Coverage

New Definition

9. Tear out

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

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

Exclusions – Section I

New Exclusions

8. WATER Damage vi) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.
12. Caused by rust or corrosion, wet or dry rot, or mould fungi or spores;
27. Caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
28. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

Removed Exclusion 19

19. Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Section E –Liability

New Definition

Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, **except for** unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water damage has the same meaning as in Section I;

Exclusions – Section II

New Definition

11. (a) “Bodily Injury”, “Property Damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or
- e. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - f. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 10

10. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Homeowners Enhanced Comprehensive Form 8685

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (vii) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (viii) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

- Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$1,000 in all;
- Garden type tractors including attachments and accessories up to \$5,000 in all;

Coverage D - Additional Living Expenses

New Exclusion

4. Terrorism;

Extension of Coverage

New Definition

9. Tear out

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

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

Exclusions – Section I

New Exclusions

8. WATER DAMAGE vi) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.
12. Caused by rust or corrosion, wet or dry rot, or mould fungi or spores;
27. Caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
28. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

Removed Exclusion

19. Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Section E –Liability

New Definition

Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, **except for** unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water damage has the same meaning as in Section I:

Exclusions – Section II

New Definition

11. (a) “Bodily injury”, “Property Damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or
- g. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - h. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 10

10. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Tenant Standard Form 8508

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (ix) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (x) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

- Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$500 in all;
- Garden type tractors including attachments and accessories up to \$5,000 in all;
- Each bicycle, its equipment and accessories, up to \$1,000 in all.

Coverage D - Additional Living Expenses

New Exclusion

4. Terrorism;

Extension of coverage

New Definition

10. Tear out

If any tenants improvements or betterments insured by this policy must be removed or torn apart before water damage covered by this form can be repaired, we will pay the cost of such work and its restoration. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains is not insured.

Insured Perils

New Coverage

13. FUEL LEAKAGE: This peril means the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping).

New Exclusion

8. WATER DAMAGE v) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.

Exclusions – Section I

New Exclusions

Property not insured:

1. Buildings or structures used in whole or in part for business or farming purposes UNLESS declared on the Coverage Summary page.

10. To personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured.

14. Caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

15. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

Section E – Liability

New Definition

Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, **except for** unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water damage has the same meaning as in Section I;

Exclusions – Section II

New Definition

11. (a) “Bodily Injury”, “Property Damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or

- i. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- j. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 10

10. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Tenant Comprehensive Form 8608

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (xi) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (xii) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

- Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$500 in all;
- Garden type tractors including attachments and accessories up to \$5,000 in all;

The following Special Limits of Insurance **do not apply to any claim caused by a Specified Peril. (Use to be stolen)**

- 9. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$3,000 in all.
- 10. Numismatic property (such as coin collections) up to \$1,000 in all.
- 11. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$1,500 in all.
- 12. Collectible cards (such as sports personality cards) up to \$1,000 in all.

Coverage D - Additional Living Expenses

New Exclusion

- 4. Terrorism;

Extension of Coverage

New Definition

- 10. Tear out

If any tenants improvements or betterments insured by this policy must be removed or torn apart before water damage covered by this form can be repaired we will pay the cost of such work and its restoration. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains is not insured.

Added Coverage

1. Damage to dwelling

You may apply up to \$1,000 of your Personal Property insurance to pay for damage, not including fire damage:

3. to the portion of the dwelling you occupy as a private residence directly caused by vehicle impact while the vehicle is being operated by you.

5. Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage, or further loss or damage insured against by this form.

This coverage is not subject to a deductible. **(\$1,000 limit removed)**

6. Freezer Foods

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer.

This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired. **(\$2,000 limit removed)**

Insured Perils

New Exclusion

8. WATER DAMAGE vi) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.

Exclusions – Section I

New Exclusions

Property not insured:

26. Caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

15. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

Removed Exclusion

18. Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Section E – Liability

New Definition

Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, **except for** unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water damage has the same meaning as in Section I:

Exclusions – Section II

New Definition

11. (a) “Bodily Injury”, “Property Damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or

- k. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- l. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 10

10. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Condo Standard Form 8510

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (xiii) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (xiv) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

- Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$500 in all;
- Garden type tractors including attachments and accessories up to \$5,000 in all;
- Each bicycle, its equipment and accessories, up to \$1,000 in all.

Coverage D - Additional Living Expenses

New Exclusion

4. Terrorism;

Extension of coverage

New Definition

9. Tear out

If any unit improvements or betterments made or acquired by you must be removed or torn apart before water damage covered by this form can be repaired we will pay the cost of such work and its restoration.

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

Insured Perils

New exclusion

8. WATER DAMAGE v) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.

GLASS BREAKAGE coverage is removed

New Coverage

10. TRANSPORTATION. This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier. This peril means loss or damage to:

- a. your personal property while it is temporarily removed from your premises;
- b. unit fixtures and fittings when they are temporarily removed from your premises for repair or seasonal storage.

This peril does not include loss or damage to:

- a. property in a vacation or home trailer which you own;
- b. any watercraft, their furnishings, equipment or motors.

Exclusions – Section I

New Exclusions

Property not insured:

13. To personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured.

23. Caused by rust or corrosion, wet or dry rot, or mould fungi or spores;

24. Caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

25. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

Removed Exclusion

19. Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Basis of Settlement

Unit Additional Protection and Unit Improvements and Betterments

If loss or damage is not replaced or repaired we will pay the actual cash value of the loss or damage at the date of the occurrence.

Basis of Settlement

In determining the cost of repairs or replacement we will not pay or include the increased costs of repairs or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings or related services.

Subrogation

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

We agree to waive our rights to any claim against the Condominium Corporation, its Directors, Property Managers, agents and employees, except for arson, fraud and vehicle impact.

We shall not consider independent contractors as being agents or employees of the Condominium Corporation, its Directors, Property Managers or of the unit owners.

Section E – Liability

New Definition

Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, **except for** unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water damage has the same meaning as in Section I;

Exclusions – Section II

New Definition

11. (a) “Bodily Injury”, “Property Damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or
- m. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - n. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 10

10. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Condo Comprehensive Form 8610

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (xv) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (xvi) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

- Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$500 in all;
- Garden type tractors including attachments and accessories up to \$5,000 in all;

Coverage D - Additional Living Expenses

New Exclusion

4. Terrorism;

Extension of Coverage

New Definition

9. Tear out

If any unit improvements or betterments made or acquired by you must be removed or torn apart before water damage covered by this form can be repaired we will pay the cost of such work and its restoration. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains is not insured.

Removal of:

11. Contingent liability for enforcement of building by-laws

We will pay up to a maximum of \$10,000 in case of a loss by a peril insured against under Unit Improvements and Betterments, Loss Assessment and Unit Additional Protection.

We agree to indemnify you for:

1. loss occasioned by the demolition of any undamaged portion of your unit or structures, or
2. the cost of demolishing, and clearing the site of, any undamaged portion of your unit or structures, or 3. any increase in the cost of repairing, replacing, constructing or reconstructing the unit or structures on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy; arising from enforcement of the minimum requirements of any by-law, regulation, ordinance or law which:

a) regulates zoning or the demolition, repair or construction of damaged buildings or structures; and

b) is in force at the time of such loss or damage.

We do not insure losses occasioned by the enforcement of any by-law, regulation, ordinance or law, which prohibits rebuilding or repairing on the same site.

Insured Perils

New Exclusion

8. WATER DAMAGE vi) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.

Exclusions – Section I

Removal of:

Loss or damage caused directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

19. Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

New Exclusions

Property not insured:

12. Caused by rust or corrosion, wet or dry rot, or mould fungi or spores;

27. Caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

28. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act.

Basis of Settlement

In determining the cost of repairs or replacement we will not pay or include the increased costs of repairs or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings or related services.

Subrogation

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

We agree to waive our rights to any claim against the Condominium Corporation, its Directors, Property Managers, agents and employees, except for arson, fraud and vehicle impact.

We shall not consider independent contractors as being agents or employees of the Condominium Corporation, its Directors, Property Managers or of the unit owners.

Section E – Liability

New Definition

Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, **except for** unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water damage has the same meaning as in Section I;

Exclusions – Section II

New Definition

11. (a) “Bodily Injury”, “Property Damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or
- o. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - p. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 10

10. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.

Residential Basic Form 8522

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (xvii) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (xviii) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

Extension of Coverage

New Definition

4. Tear out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage covered by this form can be repaired we will pay the costs of such repairs work and its restoration. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains is not insured.

Insured Perils

New Exclusion

8. WATER DAMAGE vi) caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.

Exclusions – Section I

New Exclusions

12. Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) bullion and securities;

14. To personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured;

16. Caused directly or indirectly, in whole or in part, by terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

17. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product

derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act whether or not the “insured” is aware of such use of the property.

Removed Exclusion

19. Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Seasonal Residence Building and/or Contents Named Perils Form 8520

New Definitions

- Data means representations of information or concepts, in any form.
- Domestic water container means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (xix) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (xx) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

New Special Limits

3. Books, tools and instruments pertaining to a business, profession or occupation but only while on the premises. for an amount up to \$2,000 in all Other business property, including samples and goods held for sale, is not insured;
4. Computer software up to \$2,500 in all. We do not insure the cost of gathering or assembling information or data;
5. Spare automobile parts up to \$1,000 in all.

The following special limits of insurance apply if loss or damage is caused by burglary or robbery:

6. Securities up to \$2,000 in all.
7. Money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account), or bullion up to \$200 in all.
8. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$2,000 in all.
9. Numismatic property (such as coin collections) up to \$200 in all.
10. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$1,000 in all.
11. Collectible cards (such as sports personality cards) up to \$1,000 in all;
12. Each bicycle, its equipment and accessories, up to \$500 in all.

Extension of Coverage

3. Fire Department

We will reimburse you for up to \$1,000 for fire department charges incurred for charges attending your premises to save or protect insured property from loss or damage, or further loss or damage insured against by this form. This coverage is not subject to a deductible.

Insured Perils

New Exclusion

8. WATER DAMAGE

- vi) Caused by shoreline ice build-up or by waterborne ice or other objects, all whether driven by wind or not.

12. Glass breakage (only if Glass Breakage Coverage is shown on the Coverage Summary page). Glass that forms part of your dwelling or private structures on your premises, including glass in storm windows and doors, is insured against accidental breakage.

This peril does not include loss or damage occurring while a building is under construction or vacant even if permission for construction or vacancy has been given by us.

Exclusions – Section I

New Exclusions

Property not insured:

6. Loss of or damage to personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured

17. Caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

18. Loss or damage to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act whether or not the “insured” is aware of such use of the property.

REMOVED:

17. Loss or damage caused directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

10. Loss or damage arising out of the actual or threatened discharge, dispersal, release or escape of pollutants. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Basis of settlement

In determining the cost of repairs or replacement we will not pay or include the increased costs of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

Liability Insurance Rider Personal Liability Form 8586

New Definitions

- Data means representations of information or concepts, in any form.
- Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.
- Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household, the following persons:
 - his or her spouse;
 - the relatives of either; and
 - any person under 21 in their care.
- Spouse means:
 - (xxi) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
 - (xxii) either of two (2) persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they are the natural or adoptive parents of a child, for a period of one (1) year.
- Spore(s) includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.
- Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s), for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

Section E – Liability

New Definition

2. Damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces.

Exclusions – Section II

New Definition

11. (a) “Bodily Injury”, “Property Damage”, “Personal Injury” or Voluntary Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”, or
 - q. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - r. any obligation to pay damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

The above applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or cost.

12. Claims arising directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to terminate Terrorism. This exclusion applies

regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

Removed Exclusion 10

10. Bodily injury or property damage caused by any criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the criminal act or willful negligence.