

CONDOMINIUM UNIT OWNERS CONTINGENT

INSURANCE - ALL RISKS - RIDER MP32

1. This Rider insures the Insured's interest in the condominium unit owned by him, excluding improvements or betterments made or acquired by him, up to the amount specified on the declaration page, to the extent that it is not so insured by the Condominium Corporation or to the extent that the insurance placed by the Condominium Corporation is not effective or is inadequate.
2. In the event of loss or damage to the property insured herein during the term of this policy by the peril(s) insured against, the liability of the Insurer shall be determined as follows:
 - (a) If the property is repaired or replaced with due diligence and dispatch, the Insurer shall pay the actual expense (if any) incurred by the Insured for such repairs or replacement with material of like kind and quality without deduction for depreciation, less any recovery for the benefit of the Insured for loss or damage to the unit owned by the Insured, from any insurance covering the collective interests of the unit owners.
 - (b) If the property is not repaired or replaced with due diligence and dispatch, the Insurer shall pay the actual cash value of the damaged or destroyed unit, less any recovery for the benefit of the Insured for loss or damage to such unit owned by the Insured, from any insurance covering the collective interests of the unit owners.
3. This Rider insures against all risks of direct physical loss or damage except as provided herein.
4. This Rider does not insure:
 - (a) wear and tear or mechanical breakdown;
 - (b) loss or damage caused by deterioration, contamination, inherent vice or latent defect, smoke from agricultural smudging or industrial operations, rust or corrosion, wet or dry rot, mould, faulty material or workmanship;
 - (c) settling, expansion, contraction, moving, shifting, bulging, buckling or cracking unless glass breakage ensues and the Insurer is then liable only for such ensuing loss or damage;
 - (d) loss or damage caused by snowslide, earthquake, landslide or other earth movement unless loss by fire or explosion ensues, and the Insurer is then liable only for such ensuing loss or damage;
 - (e) cracking or falling of ceiling or wall plaster, unless caused by a peril not otherwise excluded elsewhere in this form;
 - (f) loss or damage by theft or attempted theft of any property
 - (i) which at the time of loss is not an integral part of the Insured's unit;
 - (ii) from a building in course of construction, or of materials and supplies for use in the construction, until the unit is completed and ready for occupancy;
 - (iii) by any tenant or a member of a tenant's household;
 - (g) loss or damage to an outdoor radio or television antenna (including satellite receivers) or its appurtenances caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
 - (h) loss or damage
 - (i) caused by vandalism or malicious acts or glass breakage
 - (a) occurring while the Insured's unit is vacant irrespective of any permission for vacancy elsewhere in this Policy;
 - (b) occurring while the Insured's unit is in course of construction irrespective of any permission elsewhere in this Policy to complete construction;
 - (ii) caused by any other peril occurring while the Insured's unit is, to the knowledge of the Insured, vacant for more than thirty consecutive days;
 - (i) vandalism or malicious acts by any tenant or member of a tenant's household;
 - (j) loss or damage
 - (i) caused by flood, surface water, waves, tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing ice or waterborne objects, all whether driven by wind or not;
 - (ii) directly or indirectly caused by rupture of or escape from a sewer or drain, nor by rupture of or escape of water from a sump, septic tank, eavestrough or down spout;

- (iii) caused by water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless

such loss or damage arises from escape of water from a public watermain, swimming pool and equipment attached thereto;

- (k) accumulative damages however caused;
- (l) loss or damage caused by birds, vermin, rodents, insects unless glass breakage occurs;
- (m) loss or damage caused by domesticated animals;
- (n) loss or damage to a heating, plumbing, sprinkler or air conditioning system or a household appliance or by escape of water from any such system directly or indirectly caused by freezing
 - (i) of any part of any such system or appliance which is not within a building in which heat is maintained during the usual heating season;
 - (ii) occurring while the Insured's unit is vacant irrespective of any permission elsewhere in this Policy;
 - (iii) occurring at any time during the usual heating season while all the inhabitants are absent from the Insured's unit, but this exclusion does not apply if the Insured establishes that the inhabitants were not so absent for a period in excess of four consecutive days (96 hours); or the water supply was shut off and the systems drained; or he had made provision that the unit be entered daily by a competent person to ensure that heating was being maintained; but this exclusion does not apply to loss or damage caused by escape of water from a public watermain;
 - (iv) occurring while the Insured's unit is in course of construction irrespective of any permission elsewhere in this Policy to complete construction;
 - unless
 - (v) loss or damage by fire or explosion ensues and then the Insurer is liable only for such ensuing loss or damage; or
 - (vi) such loss or damage arises from theft.
- (o) loss or damage resulting from the Insured's intentional or criminal acts;
- (p) loss or damage to electrical devices or appliances caused by electrical currents other than lightning, unless fire or explosion ensues and the Insurer is then liable only for such ensuing loss or damage;
- (q) loss or damage caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance.

5. DEDUCTIBLE CLAUSE

The Insurer is liable only for the amount by which the loss or damage caused by any of the perils insured against under this form exceeds the sum stated on the declaration page in any one occurrence.

- 6. "Unit" means the unit as defined in provincial legislation relating to condominium or co-ownership by declaration and includes a strata lot.