

CONDOMINIUM UNIT OWNERS FORM - Rider F3

I. PROPERTY INSURED

This rider insures the following but only those items for which an amount of insurance is specified in the Declarations:
"CONTENTS" as herein defined.
"UNIT IMPROVEMENTS AND BETTERMENTS" as herein defined.
"CONDOMINIUM UNIT OWNERS CONTINGENT PROTECTION" as herein defined.
"LOSS ASSESSMENT" as herein defined.
"RENTAL INCOME OR RENTAL VALUE" as herein defined.

II. DEDUCTIBLE

The Insurer is liable only for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified in the Declarations in any one occurrence, at each location.

III. PERILS INSURED

This rider insures against direct physical loss or damage caused by the following perils:

1. FIRE OR LIGHTNING.
2. EXPLOSION: this peril does not include water-hammer.
3. SMOKE: this peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises but excluding smoke from fireplaces.
4. FALLING OBJECT: this peril means a falling object which strikes the exterior of the building but not objects which strike the building because of snowslide, landslide or other earth movement.
5. IMPACT BY AIRCRAFT OR LAND VEHICLE.
6. RIOT.
7. VANDALISM OR MALICIOUS ACTS: this peril does not include loss or damage:
 - (a) occurring while the building is under construction or vacant irrespective of any permission for construction or vacancy elsewhere in this policy;
 - (b) caused by the Insured or any member of his household;
 - (c) caused by theft or attempted theft;
 - (d) caused by any tenant, tenants' guest or members of their household. "Tenant" includes any person who has the Insured's permission to occupy the dwelling or any part of it.
8. WATER ESCAPE, RUPTURE, FREEZING: this peril means:
 - (a) accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pool or equipment attached and public watermains;
 - (b) sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water;
 - (c) freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season.

This peril does not include damage:

- (a) caused by continuous or repeated seepage or leakage;
- (b) caused by the backing up of or escape of water from a sewer, drain, sump, septic tank, eavestrough or downspout;
- (c) to the system or appliance caused by rust or corrosion;
- (d) to the public watermains, outdoor swimming pools, hot tubs or similar installations or equipment attached;
- (e) occurring while the building is under construction or vacant irrespective of any permission for construction or vacancy elsewhere in this policy;
- (f) caused by or resulting from freezing occurring at any time during the usual heating season while all the inhabitants are absent from the building insured or containing the property insured, but this exclusion does not apply if the Insured establishes that
 - (i) the inhabitants were not so absent for a period in excess of four consecutive days (96 hours); or
 - (ii) the water supply was shut off and the systems drained; or
 - (iii) provision had been made that the dwelling be entered daily by a competent person to ensure that heating was being maintained.

The Insurer agrees to repair or replace any parts of the "building" that must be removed or torn apart before any insured damage can be repaired, except damage related to an outdoor swimming pool, hot tubs or similar installations, or equipment attached, or public watermains.

9. WINDSTORM OR HAIL: There is no liability for loss or damage:
 - (a) to an outdoor radio or television antenna mounted on the ground, outdoor satellite receivers or outdoor attachments of the foregoing or fences;

- (b) directly or indirectly by any of the following, whether driven by wind or due to windstorm or not; snow-load, ice-load, tidal wave, high water, overflow, flood, water borne objects, waves, ice, land subsidence, landslide;
- (c) to the interior of a building insured or to property insured contained in a building unless, subject always to the exclusions in (b) hereof, the damage occurs concurrently with and results from an aperture in the building caused by windstorm or hail.

IV. PROPERTY EXCLUDED

This rider does not insure:

1. any structures used in whole or in part for manufacturing, commercial or farming purposes;
2. lawns, trees, shrubs and plants in the open;
3. watercraft, motorized vehicles, trailers, aircraft, their furnishings, equipment or appurtenances, except lawn mowers, snow blowers and garden tractors;
4. books of account and evidences of debt or title;
5. property of roomers, boarders and tenants;
6. money, bullion, platinum and other precious metals and alloys, and securities;
7. animals, birds or fish;
8. property used for the cultivating, harvesting, processing, manufacturing, distributing or selling of marijuana, or any other substance falling under the Controlled Drug and Substances Act.

V. PERMISSION

Permission is hereby granted:

1. for other insurance concurrent with this rider;
2. to make ordinary additions, alterations and repairs without limit of time, but extraordinary additions, alterations or repairs are prohibited without prior notice to and the consent of the Insurer in writing;
3. to keep and use coal oil, fuel oil, liquified petroleum gas, gasoline, benzene or other similar materials.

VI. REINSTATEMENT

Loss under any item of this rider shall not reduce the applicable amount of insurance.

VII. DEFINITIONS

Wherever used in this rider:

1. "Contents" means personal property usual to a private dwelling, all the property of the Insured, and only while on the premises described.
2. "Premises" means the entire area within the property lines at the location(s) described in the Declarations and areas under adjoining sidewalks and driveways.
3. "Unit Improvements and Betterments" means building improvements, alterations and betterments to the condominium unit owned by the insured at the premises described made or acquired at the expense of the insured.
4. "Condominium Unit Owners Contingent Protection" means the Insured's interest in the Condominium Unit owned by him, excluding "unit improvements and betterments", to the extent that the unit is not insured by the Condominium Corporation or to the extent that the insurance placed by the Condominium Corporation is inadequate or not effective.
5. "Loss Assessment" means the Insured's share of special assessments levied against the Unit Owners by the Condominium Corporation in accordance with the Corporation's governing rules, when such assessment is made necessary by direct loss to the condominium property collectively owned by the unit owners caused by a peril insured by this Rider. The Insurer shall not be liable for any portion of such special assessments resulting from a deductible in the insurance of the Condominium Corporation.
6. "Rental Income or Rental Value" means the Rental Income (or if occupied by the owner, the Rental Value) of the condominium unit(s) at the premises described insured hereunder (other than summer or seasonal dwelling) unfurnished. The Insurer shall only be liable where the condominium unit(s) at the premises described become untenable as a direct result of the perils insured against for the period of time required with the exercise of due diligence and dispatch to restore same to tenable condition, less such charges and expenses as do not continue. The period described herein shall not be limited by the expiration of this policy.

VIII. BASIS OF LOSS SETTLEMENT - Condominium Unit Owners Protection

Subject to the Amount of Insurance shown in the Declarations, the Insurer's liability for Condominium Unit Owner's Contingent Protection Insurance shall be as follows:

- (1) If the property is repaired or replaced within a reasonable time after the loss or damage, the actual expenses incurred by the insured for repairs or replacement, without deduction for depreciation, less any amount recoverable from any insurance covering the collective interests of the Unit owners.
- (2) If the property is not repaired or replaced within a reasonable time after the loss or damage, the actual cash value of the loss or damage at the date of the occurrence, less any amount recoverable from any insurance covering the collective interests of the Unit owner.