

# RESIDENTIAL BUILDINGS AND CONTENTS

## Fire and Extended Coverage Rider - F2

### I. PROPERTY INSURED

This rider insures the following property but only those items for which an amount of insurance is specified on the Coverage Summary page: "BUILDING" as herein defined while occupied only as a Private Dwelling, situated on the premises at the location(s) stated. "CONTENTS" as herein defined, only while on the premises at the location(s) stated.

### 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 on the Coverage Summary page in any one occurrence, at each location.

### III. OPTIONAL LOSS SETTLEMENT CLAUSE (Applicable only if stated on the Coverage Summary page).

In the event of loss or damage to the building(s), at the option of the Insured, the Insurer agrees to make settlement on the basis of the cost of repairs to or the replacement cost of the building(s) whichever is the lesser with material of like kind and quality without deduction for depreciation, subject to the exclusions and the following provisions:

1. that if there is other valid insurance such insurance is written subject to this Optional Loss Settlement Clause in identical terms, and
2. that replacement must be on the same site, and
3. that repair or replacement must be executed with due diligence and dispatch.

In the event of the Insured exercising this option, the Insurer's Limit of Liability shall be the least of the following:

- (a) the amount of the actual expenditure for repair or replacement, or
- (b) the amount of insurance applicable to such buildings, or
- (c) that proportion of the cost of repair or replacement which the total amount of all valid insurance applicable thereto under all like options in force at the time of the loss or damage bears to 80% of the replacement cost of the entire building.

The Insurer shall not be liable under this clause for any increased costs of repair or replacement due to the enforcement of any by-law, regulation, ordinance or law regulating the zoning, demolition, repair or construction of buildings.

If this rider insures two or more buildings, this "Optional Loss Settlement Clause" shall apply separately to each building.

### IV. PERILS INSURED

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

1. FIRE OR LIGHTNING.
2. EXPLOSION or IMPLOSION.
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 the policy;
  - (b) caused by the Insured or any member of his household;
  - (c) caused by theft or attempted theft;
  - (d) caused by any employee, tenant, tenants' guest or members of the tenant's household. "Tenant" includes any person who has the Insured's permission to occupy the building 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, hot tub and any equipment attached and 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 or unit heated during the usual heating season.

This peril does not include damage:

- (a) caused directly or indirectly by continuous or repeated seepage or leakage;
- (b) caused directly or indirectly by the backing up of or escape of water or sewage from a sewer, drain, sump, septic tank, eavestrough or downspout;
- (c) to the system or appliance caused directly or indirectly by rust or corrosion;
- (d) to the watermains, outdoor swimming pools, outdoor hot tubs or similar installations or any 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 directly or indirectly 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 ten consecutive days; 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.
- (g) caused directly or indirectly by water escape, rupture or freezing of any outdoor appliance including piping or other equipment connected to said appliance used to heat the described "Building".

Under this peril, a plumbing system does not include sewers, sumps, septic tanks, weeping tile, eavestroughs or downspouts.

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, outdoor hot tubs or similar installations, or equipment attached, or 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.

10. **ELECTRICITY:** This peril means sudden and accidental loss or damage caused by artificially generated electrical current.

#### **V. PROPERTY EXCLUDED**

This rider does not insure:

1. any structures used in whole or in part for manufacturing, commercial or farming purposes;
2. any property illegally imported, acquired, kept or transported;
3. property away from your premises for the purpose of exhibition;
4. business property including goods or samples held for sale;
5. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. any building or structure that has been condemned by any authority;
7. watercraft, motorized vehicles, trailers, aircraft, their furnishings, equipment or appurtenances, except lawn mowers, snow blowers and garden tractors;
8. books of account and evidences of debt or title;
9. property of roomers, boarders and tenants;
10. money, bullion, platinum and other precious metals and alloys, and securities;
11. animals, birds or fish;
12. 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.

#### **VI. EXTENSIONS OF COVERAGE**

The following extensions are available in addition to the amount of insurance shown on the Coverage Summary page. We insure each of the following for an amount equal to 10% of the amount of insurance on the "Building".

1. **DETACHED PRIVATE STRUCTURES AND OUTBUILDINGS:** On detached private structures or outbuildings located on the "Premises". If there is more than one such structure, the insurance granted by this extension shall cover and attach on the several structures in the proportion that the value of each shall bear to the value of all at the time of a loss. "Structures" includes fences within 61 meters (200 feet) of the dwelling.
2. **FIXTURES AND FITTINGS:** On building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.
3. **RENTAL INCOME OR RENTAL VALUE:** On Rental Income (or if occupied by the owner, the Rental Value) of the "building(s)" insured hereunder (other than summer or seasonal dwelling) unfurnished. The Insurer shall only be liable where the "building(s)" 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 tenantable condition, less such charges and expenses as do not continue. The period described herein shall not be limited by the expiration of this Policy.

#### **VII. ADDITIONAL COVERAGES**

1. **Damage to building by theft:**

If the Coverage Summary page shows a specific amount of insurance on the building, the insurer will indemnify the Insured for up to \$1,000 for damage to the building caused by theft or attempted theft, including the vandalism or malicious acts committed on the same occasion. 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 any tenant, tenant's 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;
- (c) to glass, or lettering or ornamentation thereon;
- (d) to any detached private structure.

2. **Contents in Rented Dwellings:**

If the building is rented to others in its entirety, the Insurer will indemnify the Insured up to \$3,000 per unit for direct loss or damage by an insured peril to property not otherwise insured by this policy and contained inside the building and owned by the Insured. The Insurer will not be liable for more than the actual cash value of the property at the time of the loss.

3. **Outdoor Trees, Shrubs and Plants (Not applicable to a Seasonal Dwelling).**

If the Coverage Summary page shows a specific amount of insurance on the building, the insurer will indemnify the Insured up to 5% for trees, shrubs, plants or lawns on the premises. The maximum the Insurer will pay is \$500 for any one tree, shrub, plant or lawn, including debris removal expenses. These items are insured against loss caused by fire, lightning, explosion or implosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, all as described and limited under the Perils Insured of this rider.

We do not insure:

- a) lawns or items grown for commercial purposes;
- b) lawns or items located more than 61 metres (200 feet) from the dwelling or unit.

#### **VIII. 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, naphtha or other similar materials.

#### **IX. REINSTATEMENT**

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

#### **X. DEFINITIONS**

Wherever used in this rider:

1. "Building" means the building(s) described on the Coverage Summary page, including additions in contact therewith, building fixtures and fittings, frescoes, plate glass, other glass, and permanently installed outdoor equipment, and swimming pool and equipment attached thereto, all while located anywhere on the premises or adjacent thereto, intended for use in construction, alteration or repair of such building(s).
2. "Contents" means personal property usual to a private dwelling, whether required to be specifically mentioned by any applicable statutory Conditions of the Policy or not, all the property of the Insured, and only while on the premises described.
3. "Premises" means the entire area within the property lines at the location(s) described on the Coverage Summary page and areas under adjoining sidewalks and driveways.