

Basic Seasonal Condominium Package

Sandbox Mutual Insurance Company
250 Willis Crescent
Saskatoon, SK S7T 0V2
800.667.3067 sandbox.ca



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PROPERTY COVERAGES

Phrases and words in italics have special meaning which are explained under the definitions section of this policy.

The amounts of insurance are shown under the heading Limit(s) on the Coverage Summary page. These amounts include the cost of removing debris of the property insured by this Rider as a result of an *Insured Peril*.

If you must remove insured property from the *premises* to protect it from loss or damage, it is insured by this policy for 30 days or until your policy term ends, whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

COVERAGE C - Personal Property

1. We insure the contents of *your dwelling or unit* and other personal property you own, wear or use (including personal property of others) which is usual to the ownership or maintenance of a *dwelling*, while on *your premises*.
We do not insure property of roomers or boarders who are not related to you.
2. We insure *your* personal property you normally keep throughout the year at *your premises* while it is temporarily away from *your premises* anywhere in the world. Personal property usually kept throughout the year at any location you own, rent or occupy, other than at the location(s) specified on the Coverage Summary page, is not insured, but personal property in storage is insured as long as it is not in a *vacant private dwelling*, *vacant private garage*, or *vacant farm detached private structure*. Personal Property stored in a commercial building you rent or own is also insured but personal property in a *vacant commercial storage building* is not insured. If you wish, you may apply up to **\$10,000** of the amount of insurance on *your* personal property to property of others while in *your* possession anywhere in the world.
3. We insure golf carts kept year round at a golf course.

Moving to New Premises If, during the term of this Policy, you remove from *your premises* personal property insured under Coverage C – Personal Property to another location within Canada which is to be occupied by you as *your principal dwelling*, we will insure *your* personal property at the location from which you are moving, while in transit and at the new location, for a period of 30 days from the date you commence moving or until your policy term ends, whichever occurs first.

Property not insured

We do not insure:

1. property illegally imported, acquired, used, kept or transported;
2. property away from *your premises* for the purpose of exhibition or display, or any time *your* property is being held for sale by others;
3. books of account and evidences of debt or title and documents or other evidence to establish ownership or the right or claim to a benefit or thing;
4. business property including samples or goods held for sale except as provided under **Special Limits of Insurance**;
5. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. sporting or hobby equipment where the loss or damage is due to its use;
7. contact lens unless the loss or damage is caused by a **Specified Peril**, theft or attempted theft.
8.
 - a) motorized vehicles or their equipment, except for watercraft, motorized lawn mowers and other gardening equipment, snow blowers, golf carts, motorized wheel chairs or scooters having more than 2 wheels and specifically designed for carrying a person who has a physical disability; electric bicycles with pedals, not more than 500 watts and not exceeding 32 km per hour, electric or battery powered children's toys with a maximum speed of 8 km per hour, and personal transporters
 - b) trailers, (except unlicensed boat trailers) camper units, truck caps or their equipment;
 - c) aircraft, drones, or their equipment.Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft, but does not include spare automobile parts.

Special Limits of Insurance

We will not pay more than the stated amounts for the following types of property or such other amount as may be specified on the Coverage Summary page.

We insure:

1. Books, tools, instruments, office furniture and office equipment pertaining to a business, profession, trade or occupation including farming for an amount up to **\$5,000** in all, but only while on *your premises* in a fully enclosed building. Other business property, including samples, supplies and goods held for sale, is not insured.
2. Computer hardware pertaining to a business, profession, trade or occupation including farming, for an amount up to **\$5,000** in all, but only while on *your premises* in a fully enclosed building.
3. Computer software pertaining to a business, profession, trade or occupation including farming for an amount up to **\$5,000** in all, but only while on *your premises* in a fully enclosed building. We do not insure the cost of gathering or assembling or recreating information or data.
4. Securities up to **\$5,000** in all.
5. Money or bullion up to **\$500** in all. Money includes gift cards, cash cards and gift certificates.
6. Watercraft, their furnishings, equipment, accessories, motors, jet propulsion personal watercraft and boat trailers that are not required to be licensed, up to **\$2,500** in all. These are insured only for **Specified Perils** and theft or attempted theft.
7. Animals, birds and fish up to **\$1,500** in all for the death or destruction made necessary within 30 days of injury caused by fire, lightning or smoke.
8. Spare automobile parts up to **\$1,000** in all.
9. Motorized lawn mowers, other motorized gardening equipment or snow blowers, including attachments and accessories, up to **\$10,000** on any one item.
10. Trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia, up to **\$2,500** in all, but not exceeding **\$200** on any one item.
11. Cemetery property anywhere in Canada up to **\$5,000** in all.
12. Belongings of each unmarried student while going to school and residing away from *your dwelling* up to **\$10,000** in all.
13. Belongings of an unnamed person as defined under you and your while residing away from *your dwelling* in an approved nursing or care home up to **\$10,000** in all.

The following special limits of insurance do not apply to loss or damage caused by a **Specified Peril**. We insure:

14. Jewellery, watches, gems, up to **\$10,000** in all.
15. Fur garments and garments trimmed with fur, up to **\$10,000** in all.
16. Numismatic property (such as coin collections) up to **\$500** in all.
17. Manuscripts, stamps and philatelic property (such as stamp collections) up to **\$2,500** in all.
18. Up to **\$1,500** on any one bicycle, tricycle or unicycle including its equipment and accessories.
19. Up to **\$1,500** on any one electric bicycle with pedals not more than 500 watts and not exceeding 32km per hour

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Specified Perils

Specified Perils means the following, all as defined and limited under the **Insured Perils** section of this policy.

1. Fire or Lightning;
2. Explosion or Implosion;
3. Smoke;
4. Falling Object;
5. Impact by Aircraft or Spacecraft;
6. Impact by Land Vehicle;
7. Riot;
8. Vandalism or Malicious Acts, excluding theft or attempted theft;
9. *Water Escape*, Rupture or Freezing;
10. Windstorm or Hail;
11. Weight of Ice, Snow or Sleet;
12. Transportation;
13. Electricity.

COVERAGE D - Additional Living Expenses

The amount of insurance for Coverage D – Additional Living Expenses is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

1. **Additional Living Expense:** If an *Insured Peril* makes your *dwelling*, mobile home or unit unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses incurred by you, including moving expenses, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or to rebuild your *dwelling* or unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value:** If an *Insured Peril* makes that part of the *dwelling*, mobile home, detached private structures, or unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or to replace that part of the *dwelling*, mobile home, detached private structures, or unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the *dwelling*, detached private structures, or unit rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your *dwelling* or unit, we insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding 2 weeks, if such prohibited access is a result of an *Insured Peril* causing damage to your or neighbouring premises.

We do not insure loss, damage or expense caused by the cancellation of a lease or agreement.

ADDITIONAL COVERAGES

Outdoor Trees, Shrubs and Plants: You may apply up to 5%, in all, personal property as shown on the Coverage Summary page to trees, shrubs, plants, or lawns on your premises. We will not pay more than **\$1,000** for any one tree, shrub, plant, or lawn, including debris removal expenses. We insure these items against loss caused by fire, lightning, explosion or implosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism and malicious acts, all as described and limited under the **Insured Perils** section of this policy.

We do not insure:

1. lawns or items grown for commercial purposes;
2. lawns or items located more than 65 meters (200 feet) from the unit.

Tree Removal Expense

We will pay up to **\$2,500** incurred by you for the removal of tree(s) which have fallen on to or are leaning against property insured under this policy, and which must be removed to properly assess the damage or to effect repairs to such property as a result of the peril windstorm. This includes, but is not limited to de-limbing, blocking and/or stacking wood and hauling the debris away to a dump site. This coverage is subject to your policy deductible as stated on the Coverage Summary page.

Conviction Reward: We will pay **\$1,000** for information which leads directly to the conviction of any person or persons who rob from any person insured by this policy, or steal, vandalize, burglarize or commit arson to any property insured by this policy. The **\$1,000** limit applies regardless of the number of people providing the information. This coverage does not apply to information given by law enforcement officers or agencies. No deductible applies to this coverage.

Fire Department Charges: We will pay up to **\$5,000** or such other amount as may be specified on the Coverage Summary page for End. #23 for your liability for Fire Department charges incurred when a Fire Department is called to save or protect your premises. No deductible applies to this coverage.

Lock Replacement: We will pay up to **\$1,000** per unit to replace or re-key, at your option, locks on the *dwelling*, if your keys are stolen. No deductible applies to this coverage.

Emergency Entry Damage: We will pay for damage to the *dwelling* caused by forcible entry by police, ambulance, fire department, or other persons to save and preserve life. This coverage is not subject to any deductible.

Evacuation: We will pay any necessary and reasonable increase in living expenses incurred by you while access to your principal private residence is prohibited by order of civil authority, but only when such order for evacuation is given as a direct result of a sudden and accidental event occurring within Canada or the United States of America.

You are insured for additional living expenses incurred during a period of up to 2 weeks from the date of the order of evacuation and up to the amount shown for Coverage D – Additional Living Expenses.

You are not insured for any claim arising from an evacuation order resulting from:

1. flood, waves including tidal waves and tsunami, or spray from any of these, ice or waterborne objects or the weight or pressure or melting of ice or snow, whether or not driven by wind, including storm surge and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
2. earthquake;
3. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
4. nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
5. an event for which you are insured under Coverage D - Additional Living Expenses

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The term **civil authority** means any person acting under the authority of the Federal Government or the Government of a Province or Territory with respect to the protection of persons and property in the event of an emergency.

Temperature Change (Personal Property): We insure *your* personal property damaged by change of temperature resulting from physical damage to *your dwelling, unit* or equipment by an *Insured Peril*. This only applies to personal property in the *dwelling, unit* or detached private structures.

Home Freezer and Food Spoilage: Under Coverage C – Personal Property we will pay for loss or damage to food while contained in a home freezer at *your principal residence premises*, resulting directly from the failure of the freezer's refrigeration equipment or the interruption of electrical power; as well as for loss or damage to the freezer resulting from the food spoilage. Settlement of loss will not include any expenses incurred in the acquisition of food.

Tear Out: We will replace or repair any parts of *your* improvements and betterments that must be removed or torn apart before any insured damage can be repaired, except damage related to an outdoor swimming pool, outdoor hot tub, or similar installation, or *watermains* or sewers.

Glass Breakage:

If you are a *condominium unit owner*, we will pay for accidental breakage of glass or safety glazing material which is part of *your condominium unit* including storm windows or doors. We will only pay if you are held responsible for the damage by the *condominium corporation's* by-laws or it is part of *your* improvements and betterments.

Condominium Unit Owner's Improvements and Betterments:

If you are a *condominium unit owner*, we also insure improvements and betterments made by you or acquired at *your* expense, including:

1. any building, structure or swimming pool on the *premises*;
2. materials and supplies on the *premises* for use in such improvements or betterments;
3. permanently installed flooring in *your unit* that is part of the building, but not insured by the *condominium corporation*.

If you are a *condominium unit owner*, we will pay up to 400% of the amount of insurance on *your* personal property or such other amount as may be shown in the Coverage Summary page for END. #16 – Improvements and Betterments.

The loss or damage must be caused by an *insured peril* for which you are insured.

Condominium Unit Owner's Loss Assessment Coverage: If you are a *condominium unit owner*, we will pay up to the amount of insurance as shown on the Coverage Summary page for END. #13 – Loss Assessment Cover Property of your share of any special assessment, if:

1. the assessment is valid under the *Condominium Corporation's* governing rules and by-laws; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by an *Insured Peril*.

We will only pay in excess of any other insurance covering the collective interest of the *condominium unit owners*.

Condominium Unit Owner's Contingent Coverage: If you are a *Condominium Unit Owner*, we provide insurance as described in END. #12 – Condominium Unit Owner's Contingent Protection Endorsement.

Credit Card, Fund Transfer Card, Forgery and Counterfeit Money

We will pay for:

1. *your* legal obligation to pay because of the theft or unauthorized use of credit cards issued to you or registered in *your* name, including the unauthorized use of information on such cards, provided you have complied with all of the conditions under which the card was issued;
2. loss caused by theft or unauthorized use of debit or automated teller cards issued to you or registered in *your* name, provided you have complied with all of the conditions under which the card was issued;
3. loss you sustain caused by forgery or alteration of any cheque or negotiable instrument;
4. loss you sustain through acceptance in good faith of counterfeit Canadian or United States of America paper currency.

The unauthorized use of cards referred to in 1. and 2. above must occur while this policy is in effect and be discovered up to one year after cancellation or other termination of this policy. You must notify the credit card company, bank or fund transfer company and us as soon as you discover the loss, otherwise this insurance will not be effective.

If a claim is made or suit brought against you for liability because of loss covered by clauses 1, 2, or 3 above, we will provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals the amount of insurance for this coverage.

Exclusions: We do not insure any loss:

1. arising from the use of *your* credit, debit or automated teller card by a resident of *your* household or by a person to whom the card has been entrusted;
2. caused by *your* dishonesty; or
3. if you allow others to find out *your* personal identification number or if you do not keep *your* personal identification number and card completely separate to prevent losing both at the same time. If you store both of these in different compartments of the same object, such as *your* wallet, handbag, dresser, or vehicle – this shall not be considered separate.

Amount of Insurance:

The most we will pay under this coverage is **\$5,000** or such other amount as may be specified on the Coverage Summary page during any one **annual policy period**. **Annual policy period** means 12 consecutive months from the effective or last renewal date of this policy, but ends if the policy is terminated before the expiry of the 12 months. This coverage is not subject to a deductible.

BASIS OF CLAIM PAYMENT - Coverage C – Personal Property

We will pay for insured loss or damage up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one *occurrence*.

We do not pay for any loss, expense or increased cost of repair or replacement due to the operation of any law or ordinance regulating zoning, demolition, repair or construction of buildings and their related services.

Settlement of loss will not include any time and expenses incurred in establishing *your* claim. Time and expenses not recoverable include but are not limited to:

1. the completion of claim documents;
2. obtaining competitive estimates;
3. the acquisition of replacement property.

Any loss or damage shall not reduce the amounts of insurance provided by this policy.

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mutual insurance

DEDUCTIBLE: WE ARE RESPONSIBLE ONLY FOR THE AMOUNT BY WHICH THE LOSS OR DAMAGE CAUSED BY ANY OF THE *INSURED PERILS* EXCEEDS THE AMOUNT OF THE DEDUCTIBLE SHOWN ON THE COVERAGE SUMMARY PAGE IN ANY ONE OCCURRENCE.

WHEN TWO OR MORE ITEMS ARE LOST OR DAMAGED IN ONE OCCURRENCE OR SEVERAL INSURED PERILS OCCUR AT THE SAME TIME CONTRIBUTING TO THE LOSS, WE WILL USE ONLY ONE DEDUCTIBLE. WE WILL USE THE LARGEST SINGLE DEDUCTIBLE OF ALL THAT APPLY.

IF YOUR CLAIM INVOLVES PERSONAL PROPERTY ON WHICH THE SPECIAL LIMITS OF INSURANCE APPLY, THE LIMITATIONS APPLY TO LOSSES EXCEEDING THE DEDUCTIBLE AMOUNT.

Obsolescence: We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. In the event that new property of like kind and quality is not obtainable because material or parts are unavailable or obsolete, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality.

Insurance Under More Than One Policy: If you have insurance on specifically described property, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, our policy will pay its rateable proportion of the loss or claim.

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

If you are a *Condominium Unit Owner*, 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.

Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

Improvements and Betterments: If you are a *Condominium Unit Owner* and, within a reasonable time after damage, you replace or repair loss or damage to your improvements or betterments with materials of similar quality, we will pay on the basis of the actual cost of repairs or replacement (whichever is less) without deduction for depreciation, up to the applicable amount of insurance.

If loss or damage is not replaced or repaired within a reasonable time, we will pay the **Actual Cash Value** of the loss or damage at the date of the occurrence, up to the applicable amount of insurance.

Personal Property: We agree to pay any loss insured by Coverage C - Personal Property, on the basis of **Replacement Cost** provided that:

1. the property at the time of loss was useable for its original purpose and
2. you have repaired or replaced the property within 180 days of the date of the actual cash value settlement,

otherwise the Basis of Claim Payment will be the **Actual Cash Value** of the loss or damage at the date of occurrence, but not exceeding what it would cost to repair or replace the property with material of similar quality and in no event exceeding the applicable amount of insurance shown on the Coverage Summary page.

Replacement Cost settlement does not apply to:

1. property no longer in use for its originally intended purpose;
2. antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with a similar article;
3. fur garments or garments trimmed with fur, which are more than 5 years old from the date of original purchase.

PAIR: If there is loss to one item of an identical pair by an Insured Peril, we will pay for the pair. The undamaged item becomes our property.

SET: For items that are part of a set of two or more pieces, we will only pay for those particular items that were lost or damaged by an Insured Peril.

Replacement Cost means the cost, at the time of loss, of repair or replacement (whichever is less) with new property of similar kind and quality, without deduction for depreciation; but we will not pay more than the applicable amount of insurance shown on the Coverage Summary page.

Actual Cash Value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

Special Limits on Personal Property: Special Limits of Insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately in different Riders, but they are not cumulative and only one limit per specified class of personal property will be applied to each loss occurrence.

INSURED PERILS, EXCLUSIONS and LIMITATIONS COVERAGES C – PERSONAL PROPERTY AND D – ADDITIONAL LIVING EXPENSES

INSURED PERILS

If the Coverage Summary page specifies Basic Seasonal Condominium Package, you are insured against direct loss or damage caused by the following *insured perils* as described and limited, subject to the exclusions, limitations, terms and conditions of this policy.

1. FIRE or LIGHTNING
2. EXPLOSION or IMPLOSION
3. SMOKE: This *insured peril* means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
4. FALLING OBJECT: This *insured peril* means a falling object which strikes the exterior of a building but not objects which strike the building because of snowslide, landslide or any other earth movement.
5. IMPACT BY AIRCRAFT OR SPACECRAFT: Including self-propelled missiles.
6. IMPACT BY LAND VEHICLE: Animals are not insured under this *insured peril*.
7. RIOT
8. VANDALISM or MALICIOUS ACTS:
This *insured peril* does not include loss or damage:
 - a) occurring while the *dwelling* or unit is under construction or *vacant* even if we have given permission for construction or vacancy;
 - b) caused by you;
 - c) caused by theft or attempted theft;
 - d) caused by any employee, *tenant*, *tenant's* guest, *tenant's* employee, or member of the *tenant's* household, unless fire ensues and then only the loss or damage caused by the ensuing fire is covered. *Tenant* includes any person who has your permission to occupy your *dwelling* or any part of it.

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9. **WATER ESCAPE, RUPTURE, FREEZING:** This *insured peril* means:
- 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 attached equipment and *watermains*;
 - 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;
 - freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building or unit for which the heat has been maintained during the usual heating season;
 - accidental discharge of water from a waterbed or aquarium.

This *insured peril* does not include damage:

- caused by continuous or repeated seepage or leakage;
- to the system or appliance caused by rust or corrosion or deterioration;
- to *watermains*, outdoor swimming pools, outdoor hot tubs or similar installations, or equipment attached;
- caused by backup, escape or overflow of water or sewage from a sewer, sump, septic system, or eavestroughs or downspout connected to your sewer or from drains or sewers outside your *dwelling*;
- occurring while the *dwelling* or *unit* is under construction or *vacant* even if we have given permission for construction or vacancy;
- caused by freezing which occurs during the usual heating season if the occupant has been away from your *premises* or is no longer residing there for more than 10 consecutive days. However, you would still be insured if:
 - arrangements had been made for a reliable person to enter your *dwelling* or *unit* daily to ensure that heating was being maintained, or
 - the water supply had been shut off and all the pipes and appliances had been drained, or
 - your *dwelling* or *unit* was equipped with a 24 hour monitored low temperature alarm system;
- caused by *water escape*, rupture or freezing of any outdoor appliance including piping or other equipment connected to said appliance used to heat the described *Dwelling Building*.

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

10. **WINDSTORM or HAIL:** This *insured peril* does not include loss or damage to your personal property or improvements and betterments within a building or to the interior of a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. We cover damage to watercraft and their equipment caused by windstorm or hail but only while they are inside a fully enclosed building. This limitation does not apply to rowboats and canoes on the *premises*.

This *insured peril* does not include:

- damage due to waves including tidal waves and tsunamis, or spray from any of these, *flood*, *surface water*, ice or waterborne objects or the weight or pressure or melting of ice or snow, whether or not driven by wind, including storm surge;
 - any dent damage to the outer metal cover of any mobile home unless the metal cover is punctured (pierced to make an opening in the metal roofing or siding).
11. **GLASS BREAKAGE:** If you are a *condominium unit owner*, we insure glass that forms part of your *dwelling*, *unit* or private structures on your *premises*, including glass in storm windows and doors, against accidental breakage. This *insured peril* does not include loss or damage occurring while a building or *unit* is under construction or *vacant* even if we have given permission for construction or vacancy.
12. **TRANSPORTATION:** This *insured 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 *insured peril* means loss or damage to:
- your personal property while it is temporarily removed from your *premises*;
 - if you are a *condominium unit owner*, building or *unit* fixtures and fittings when they are temporarily removed from your *premises* for repair or seasonal storage.

This *insured peril* does not include loss or damage to any watercraft, their furnishings, equipment or motors.

13. **THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT**

This *insured peril* does not include loss or damage:

- caused by any employee, *tenant*, *tenant's* guest, *tenant's* employee or member of a *tenant's* household. *Tenant* includes any person who has your permission to occupy your *dwelling* or *unit* or any part of it;
- to property in or from a *dwelling* or *unit* under construction or of materials and supplies for use in the construction until the *dwelling* or *unit* is completed and ready to be occupied;
- of animals, birds or fish.

If the Coverage Summary page indicates Theft restricted to burglary, or limited theft this peril is limited to theft of your personal property from within your *dwelling* or *unit* following illegal and forcible entry or exit which leaves visible marks at the point of forced entry or exit.

14. **WEIGHT OF ICE, SNOW or SLEET:** This *insured peril* insures loss or damage caused by the weight of ice, snow or sleet but does not include loss or damage to outdoor equipment (other than outdoor radio and T.V. antennae) awnings, fences, pavements, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks, however caused. We do not pay for the cost of making good faulty or defective materials or workmanship.
15. **ELECTRICITY:** This *insured peril* means sudden and accidental loss or damage caused by artificially generated electrical current.

LOSSES NOT INSURED

We do not insure:

- loss or damage occurring after your *dwelling* or *unit* has, to your knowledge, been *vacant* for more than 30 consecutive days, unless a vacancy permit is shown on the Coverage Summary page;
- loss or damage occurring after your *dwelling* or *unit* has, to your knowledge, been unoccupied for more than 12 consecutive months;
- loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- losses, expenses or increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair or construction of buildings and their related services;
- loss or damage resulting from any intentional or criminal act or failure to act by:
 - any person insured by this policy; or
 - any other person at the direction of any person insured by this policy;
- loss of or damage to personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured;
- the cost of gathering or assembling information or data for a computer software system;
- loss or damage to a building or structure or its contents occurring while the building or structure is raised or being raised off its foundation or while being moved or while at any location other than the location specified on the Coverage Summary page;
- to a mobile home or its contents occurring while the mobile home is being moved, except in an emergency to protect it when endangered by an *Insured Peril*. Moving includes the period of time during which the levelling jacks or blocks are removed or all utilities are disconnected.

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11. loss or damage caused, 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*. Such loss or damage is excluded 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 from fire or explosion;
12.
 - a) to *data*, or
 - b) caused by a *data problem*. However, if loss or damage caused by a *data problem* results in the *occurrence* of further loss of or damage to property insured that is directly caused by fire, lightning, explosion, smoke or water escape, rupture or freezing, this exclusion shall not apply to such resulting loss or damage;
13.
 - a) consisting of or caused, in whole or in part, by any *Fungi* or *Spores*;
 - b) for the cost or expense for any testing, monitoring, evaluating or assessing of *Fungi* or *Spores*;
14. loss or damage to any outdoor hot water heating unit(s) on the *premises*, including the structure or enclosure housing the unit(s), and all contents of the same structure if caused by or resulting from the use of the heating unit;
15. loss or damage caused by any illegal or unauthorized activity related to and including the growing, harvesting, manufacturing, processing, storing, sale or distribution of any drug or narcotic or the possession of any substances falling under the Controlled Drugs and Substance Act Narcotic Control Regulations, whether or not *you* have any knowledge of or are able or unable to control such illegal activity. This includes any alteration of the premises to facilitate such illegal activity;
16. caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence.
17. accumulative damage however caused;
18. any loss or damage not due to a sudden unexpected event.