

## Canadian High Value Household endorsements

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## COURSE OF CONSTRUCTION/RENOVATION ENDORSEMENT

Attached to and forming part of CERTIFICATE NUMBER: **{RESPONSE}**

In the event of any construction or renovation work at the premises described in the Declarations the following conditions shall apply.

### CONTRACTORS INSURANCE

You must ensure that the builder, general contractor, project manager and all subcontractors carry Commercial Liability cover with minimum limits of liability of \$ **{RESPONSE}** per occurrence.

**Failure to comply with this condition will render this insurance null and void.**

### WAIVERS OF SUBROGATION

You must not waive any rights of recovery against any person without our prior written agreement.

**Failure to comply with this condition will render this insurance null and void.**

### CONSTRUCTION DEBRIS

You must ensure that no burning of debris or waste will take place on the "residence premises". Refuse, waste and debris to be removed regularly from the site.

**Failure to comply with this condition will render this insurance null and void.**

### FIRE PROTECTIONS

You must ensure that visible and accessible fire extinguishers be placed on each level of the dwelling.

**Failure to comply with this condition will render this insurance null and void.**

### THEFT OF UNFIXED BUILDING MATERIALS

Theft of materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises" is limited to \$ **{RESPONSE}** subject to the deductible shown in the Declarations.

This endorsement is subject to the terms and conditions of this policy and to the following additional definitions, terms and conditions

**Extra Definition**

**Drone, model or hobby aircraft** means

any remotely controlled unmanned aerial vehicles, which:

- (i) include any articles or equipment installed in, or attached to, such vehicles; or
- (ii) are equipped to undertake any form of surveillance or data acquisition, including any articles or equipment installed in, or attached to, such vehicles.

**COVERAGE – Section Two – Personal Liability**

**We** will pay, up to the personal liability limit of insurance shown in the **declarations page**, all sums which **you** become legally liable to pay for an accident involving a **drone, model or hobby aircraft** which causes bodily injury or **property damage** and happens during the **period of insurance**, provided that:

1. **you** or the person in charge of the **drone, model or hobby aircraft** under **your** direct and proximate control maintain direct, unaided visual contact with it sufficient to monitor its flight path;
2. the weight of the **drone, model or hobby aircraft** does not exceed 1kg excluding its fuel, or such other weight limit stipulated by Canadian Aviation Regulation or any similar or successor legislation such that the **drone, model or hobby aircraft** does not require air traffic control permissions;
3. no item, either with or without a parachute, is dropped from the **drone, model or hobby aircraft**;
4. **you** or the person in charge of the **drone, model or hobby aircraft** under **your** direct and proximate control only flies it if reasonably satisfied that the flight can safely be made; and
5. **you** are in compliance with Canadian Aviation Regulations for small unmanned aircraft.
6. **your drone, model or hobby aircraft** is not being operated by any person under the age of 18 and **your** name, address, and telephone number are clearly marked on the **drone, model or hobby aircraft**.

**EXCLUSIONS**

The following is added to Exclusions of Section Two – Personal Liability

**We** do not cover loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with the following, regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to loss, damage, cost or expense:

1. any aircraft, not including the **drone, model or hobby aircraft**.
2. any **drone, model or hobby aircraft** while being used:
  - a. in any controlled airspace;
  - b. within an aerodrome traffic zone;
  - c. in connection with any commercial or business activity, or for any activity for which **you** receive recompense; and
  - d. in any competition or race;
  - e. contrary to proper and legal use as set out by Transport Canada, Canadian Aviation Regulations, The Aeronautics Act, the Criminal Code, or any other municipal, provincial and territorial laws or the common law, including but not limited to those rules and laws regulating trespassing and privacy;
  - f. at a height of more than 90 metres above ground level;
  - g. over or within 75 metres of any building or organised open-air assembly of more than 1,000 persons;
  - h. over or within 75 metres of any person at any time other than take-off or landing except **you** or the person in control of the **drone, model or hobby aircraft**; or

*Drone, Model or Hobby Aircraft Endorsement  
For use with Excellence Homeowners Insurance*

- i. over or within 75 metres of any vessel, vehicle or structure which is not under **your** control;
- j

All other terms of **your policy** remain unchanged.

*Earthquake and/or Volcanic Eruption Endorsement*

APPLICABLE ONLY IF THIS FORM NUMBER APPEARS IN THE DECLARATIONS PAGE OF THE POLICY

**EA Agreement**

This endorsement is subject to the terms and conditions of this **policy** and to the following additional terms and conditions.

In return for **your** payment of the premium as stated separately in the **declarations page** or included in the total premium **we** agree to add the following peril to the perils **you** are insured against.

**Additional Insured Peril**

**We** insure the property described in Section One against physical loss or physical damage occurring during the **period of insurance** caused by earthquake, volcanic eruption or tsunami.

One or more earthquake shocks, volcanic eruptions or Tsunamis that occur within a consecutive 72 hour period shall be considered as a single earthquake, volcanic eruption or tsunami. Only damage occurring within the **period of insurance** shown in the **declarations page** will be covered.

**Percentage Deductible**

**We** will pay only for that portion of any physical loss or physical damage which exceeds the deductible shown in the **declarations page** up to the limit of insurance pertaining to this endorsement. The deductible, expressed as a percentage of the combined total of the limits of insurance for **your** dwelling building, detached buildings or structures and personal property, will apply to any loss covered under this endorsement. This earthquake and/or volcanic eruption deductible is not waived in the event the covered loss exceeds CAD50,000.

**Other Conditions that Apply**

All other terms and conditions of the **policy** to which this endorsement applies remain unchanged.

## This endorsement changes your policy. Please read it carefully.

### The following change is made to the General Exclusions:

General exclusion 1. e. is deleted and replaced by the following:

- e. i) any **computer virus** or hoax of a **computer virus**;
- ii) the deliberate or accidental use of any application, software or program or hoax of such use;
- iii) the inability to use any application, software or program;
- iv) erasure, loss, damage or corruption of electronic data (for example files or images) wherever it is stored;
- v) the failure of any equipment to correctly recognise the date or change of date;

However, where a fire or explosion occurs as a result of i), ii) or iii) above, **we** will still cover damage resulting from that fire or explosion.

### The following changes are made to Section One – Property Insurance

1. The deductible clause is deleted and replaced by the following:

#### **Deductible**

For each incident of loss **we** will pay for that portion of any covered physical loss or physical damage which exceeds the deductible amount shown in the **declarations page** up to the limit of insurance shown in the **declarations page**. The deductible will not apply to a covered loss of CAD50,000 or more.

If **your dwelling** is **vacant** at the time of a covered loss, a deductible of not less than 5% of the limit of insurance for **your dwelling** will apply unless **we** inform **you** otherwise. This **vacancy** deductible shall in no event be less than the deductible stated in the **declarations page** and is not waived in the event the covered loss exceeds CAD50,000.

2. The specific limit of insurance for **fine art , jewellery**, watches, precious and semi-precious stones shown under Coverage C – Personal Property are deleted and replaced by the following:

CAD250,000 for **fine art** but in no event more than CAD50,000 any one item;

CAD25,000 for **jewellery**, watches, precious and semi-precious stones;

3. Exclusion 4. of Property Not Covered is deleted and replaced by the following:

4. motorized vehicles and trailers, including their furnishings and equipment, other than:
  - a. motorized wheelchairs, motorized golf carts, remote-control caddies, electrically powered scooters or bikes, segways, watercraft, drawn machinery, motorized lawn mowers, other gardening equipment and snow blowers;
  - b. vehicles used to service the **residence premises** which are not licensed for road use;

## This endorsement changes your policy. Please read it carefully.

4. **EXCLUSIONS** are deleted and replaced by the following:

### EXCLUSIONS

The following extra exclusions apply to the whole of this section including the optional additional coverages and any endorsements.

- A. **We** do not cover loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with the following, regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to loss, damage, cost or expense:

1. earthquake, tsunami;
2. volcanic eruption, lava flow, volcanic ash, volcanic dust or shock waves emanating from the volcanic blast;
3. land shock waves or tremors before, during or after an earthquake or a volcanic eruption;
4. snowslide, landslide, mine subsidence, mudflow, earth sinking, rising, shifting or any other earth movement.

However, this exclusion does not apply to resulting physical loss or physical damage caused by fire, explosion, theft or glass breakage;

- B. **We** do not cover loss or damage:

1. caused by any criminal act or wilful 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 wilful negligence;
2. caused by wear and tear, deterioration, inherent defect or mechanical breakdown, rust or corrosion, extremes of temperature, wet or dry rot, smog or contamination;
3. caused by smoke from industrial or agricultural operations;
4. caused by settling, expansion, contraction, moving, bulging, buckling or cracking of the building or structures, however, **we** do cover resulting damage to building glass;
5. caused by vermin, rodents, birds or insects;
6. caused by vandalism or malicious acts or glass breakage occurring while **your dwelling** is under construction or **vacant**, irrespective of any permission granted elsewhere in this **policy**;
7. caused by flood, surface water, spray, waves, tidal waves, waterborne objects or ice, all whether driven by wind or not. However, this exclusion does not apply to resulting physical loss or physical damage:
  - a. caused by fire, explosion or theft;
  - b. caused by the escape of water from a public water main, swimming pool or equipment attached to such pool;

## This endorsement changes your policy. Please read it carefully.

- c. to **personal property** in transit;
8. caused by continuous or repeated seepage of water or steam from within a **plumbing**, heating or air conditioning system, sprinkler system, water bed, aquarium or household appliance;
  9. caused by seepage or leakage of water below the surface of the ground including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings, unless the physical loss or physical damage resulted from the escape of water from a public water main, swimming pool or equipment attached to such pool;
  10. caused by freezing, thawing, pressure or weight of water, whether driven by wind or not, to any fence, pavement, patio, swimming pool and equipment attached to such pool, foundation, retaining wall, bulkhead, pier, wharf, dock or bridge;
  11. caused by freezing of a **plumbing**, heating, sprinkler or cooling system or an appliance which uses or holds water while **your residence premises**:
    - a. are **vacant** (even if permission for **vacancy** has been given by **us**);
    - b. are under construction; or
    - c. are **unoccupied** ;unless:
    - i) **you** have shut off the water supply and drained the system and appliances of water; or
    - ii) **you** maintain heat at a temperature of at least ten degrees centigrade/fifty degrees fahrenheit throughout the **dwelling(s)** and have made arrangements to ensure that such heat continues during any time the **dwelling(s)** are **unoccupied**.
  12. caused by freezing of a **plumbing**, heating, sprinkler or cooling system or an appliance that uses or holds water, which is not within a building in where heat is maintained during the heating season;
  13. due to breakage of fragile articles such as art glass windows, glassware, statuary, marble, bric-a-brac and porcelains, unless caused by fire, theft or attempted theft, explosion, falling objects striking the exterior of a building, collapse of a building or part thereof, water, impact by aircraft or land vehicle, lightning, riot, vandalism or malicious acts, windstorm or hail, or by accident to land vehicle, watercraft or aircraft, or by rupture of a **plumbing**, heating or air conditioning system or household appliance.

Fragile articles do not include **jewellery**, watches, bronzes, cameras or photographic lenses.
  14. to **personal property** (except **jewellery**, watches and furs) undergoing any process or while being worked on, where the damage results from such process or work. However, this exclusion does not apply to resulting physical loss or physical damage to other property insured under this **policy**;
  15. caused by faulty design or workmanship or use of faulty materials;



## This endorsement changes your policy. Please read it carefully.

16. caused by computer programming error or by incorrect instruction to a computer;
  17. to any animal, bird or fish caused by theft, disappearance or impact by aircraft or land vehicle or death by disease or natural causes.
5. Extensions of Coverage item 6. Fire Department Charges is deleted and replaced by the following:

6. Fire Department Charges

If a fire department charges **you** for having been called to save or protect **your** property from physical loss or physical damage covered by this **policy**, **we** will reimburse **you** for such charges.

No deductible is applied to any payment by **us** under this extension of coverage.

6. Extensions of Coverage is amended to include the following:

Residential care

If **your policy** insures **your** primary residence **we** will also cover **your** parents' or grandparents' household goods, clothing and personal property while in the nursing or care home where they reside against physical loss or physical damage covered by this **policy** which occurs during the **period of insurance**.

The most **we** will pay for any one loss is CAD25,000.

**We** do not cover money, bank notes, securities or bullion.

7. The Unoccupied/Vacancy condition is deleted and replaced by the following:

**Vacancy**

**You** must tell **us** if the **dwelling** is, or is likely to be, **vacant**. **We** may then amend the terms and conditions of this insurance.

If **you** fail to comply with this condition **we** may not pay **your** claim or any payment may be reduced.

### The following changes are made to Section Two - Personal Liability Insurance

1. Item 5 - Electrically powered scooters under the cover section for Motorized Vehicles You Own is deleted.
2. Exclusion 1. a and Exclusion 1. i. are deleted and replaced by the following:
  - a. any **business** or any activity being carried out in or on the **residence premises** from which **you** derive an income, fee or reward except as provided under the "Business or Business Use" coverage of this section or as stated in the **declarations page**.
  - i.
    - a) any land that is not within the **residence premises** which has buildings or other structures on it;
    - b) any building that is not within the **residence premises**;

## **This endorsement changes your policy. Please read it carefully.**

### **The following change is made to the Fine Art Endorsement K2 – Agreement**

The Newly Acquired Articles clause under Additional Coverages is deleted and replaced by the following:

#### **Newly Acquired Articles**

If **you** acquire during the **period of insurance** any additional item(s) of a type already scheduled under this endorsement, **we** will automatically cover these items for a period of thirty consecutive calendar days from the date of the acquisition but not exceeding the expiry date of the **policy** to which this endorsement is attached. **You** must report the newly acquired item(s) to **us** within this same thirty calendar days and pay any additional premium **we** may require from the date **you** acquired such article(s).

Under this thirty day additional coverage, **we** will not pay more than 25% of the limit of insurance for the item being acquired or CAD50,000, whichever is the lesser.

**We** also reserve the right not to continue the insurance of the newly acquired item beyond the thirty calendar day period.

All other terms and conditions remain unchanged

*Home Office Liability Endorsement*  
*For use with Excellence Homeowners Insurance*

This endorsement is subject to the terms and conditions of this policy and to the following additional definitions, terms and conditions

**You** have declared to **us** that **you** conduct business activities from the **residence premises** which are of a clerical and administrative nature only. If the nature of **your** business activity changes during the **period of insurance** **you** must tell **us** as soon as possible. Not doing so could result in **your** insurance being invalid or **your** claim not being paid.

In return for the additional premium **you** have paid **we** agree to extend Section Two – Personal Liability Coverage as follows.

**Section Two – Personal Liability Coverages**

**Business & Business Use**

**We** will pay, up to the personal liability limit of insurance shown in the **declarations page**, all sums on **your** behalf which **you** become legally liable to pay as compensatory damages for an accident which causes bodily injury, sickness, disease, disability or **property damage** and occurs during the **period of insurance** and arises out of a person visiting **your** home for the purposes of the business activities described above.

**Voluntary Medical Payment to Others**

**We** will pay reasonable medical expenses incurred within three years of the date of an accident causing bodily injury, if **you** unintentionally injure another person visiting **your** home for the purposes of the business activities described above or if they are accidentally injured on the **residence premises**. This cover applies even though **you** are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service, x-ray, rehabilitation, prosthetic devices and funeral expenses.

**We** will pay a maximum of CAD25,000 for each person in respect of an accident, unless a greater limit has been agreed by **us** and shown in the **declarations page**.

**Claim Investigation & Defence**

**We** will defend **you** against any suit which makes claims against **you** for which **you** are insured under this extension and which alleges bodily injury, sickness, disease, disability or **property damage** and seeks compensatory damages, even if it is groundless, false or fraudulent. **We** reserve the right to investigate, negotiate and settle any claim or suit if **we** decide this is appropriate.

**Deductible**

With respect to each occurrence **we** will pay only that part of damages for **property damage** which exceeds CAD1,000.

All other terms of **your policy** remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MECHANICAL BREAKDOWN COVERAGE**

### **A. Extra definitions**

With respect to the coverage provided by this endorsement, the following definitions are added:

1. **Mechanical breakdown** means direct physical loss or physical damage to a **household appliance** located on the **residence premises** caused by, resulting from, or consisting of:
  - a. Failure of pressure or vacuum equipment;
  - b. Mechanical failure; or
  - c. Rupture, bursting, bulging, implosion or steam explosion.
2. **Household appliance** means equipment or appliances usual to the occupancy, maintenance or use of a dwelling that generate, transmit or utilize energy to operate, including, but not limited to, the following:
  - a. Central air conditioning systems;
  - b. Central vacuum systems;
  - c. Chairlifts and elevators;
  - d. Heating systems, including water heaters;
  - e. Home automation and security systems;
  - f. Saunas, hot tubs and therapeutic baths;
  - g. Swimming pool pumps and filtration systems;
  - h. Stoves, wall ovens and refrigerators; and
  - i. Well water pumps and sump pumps.

For purposes of this endorsement, **household appliance** does not include any part of a plumbing system, fire protection system or any roof drain, gutter, downspout or similar fixtures or equipment.

### **B. Section One – Property Insurance**

#### **Additional Coverages**

The following coverage is added:

#### **Mechanical Breakdown Coverage**

**We** will pay for direct loss to a **household appliance** caused by and confined to a **mechanical breakdown**.

### **C. Section One – Exclusions**

With respect to the coverage provided by this endorsement, Exclusion 3 is replaced by the following:

3. wear and tear, deterioration, inherent defect, rust or corrosion, extremes of temperature, wet or dry rot, smog or contamination;

### **D. Section One – Conditions**

With respect to the coverage provided by this endorsement, the following is added to **Limits of Insurance**:

However, **our** total liability in any one **period of insurance** for all damages resulting from the total of all incidents of **mechanical breakdown** during the **period of insurance** will not be more than the Mechanical Breakdown Coverage Aggregate Limit Of Liability shown in the Declarations Page. This is the most **we** will pay regardless of the number of:

1. Claims made; or
2. Items of **household appliances** which suffer a **mechanical breakdown**.

### **E. How we deal with your claims**

With respect to the coverage provided by this endorsement, "Valuation of Property and Loss Payment" under "How we deal with your claim" is extended to include the following:

Mechanical breakdown to household appliance

**Our** payment for a **mechanical breakdown** to a **household appliance** will not be more than the least of the following amounts:

1. The cost at the time of the **mechanical breakdown** to repair the damaged **household appliance**;
2. The cost at the time of the **mechanical breakdown** to replace the damaged **household appliance** with property of like kind and quality;
3. The amount actually spent to repair or replace the damaged **household appliance**; or
4. The Mechanical Breakdown Coverage Aggregate Limit Of Liability shown in the Declarations Page.

### **F. Deductible**

For each incident of loss **we** will pay that portion of any covered physical loss or physical damage which exceeds the deductible amount shown in the Declarations Page.

If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.

All other provisions of this policy apply.

## ***Overland Water Endorsement***

APPLICABLE ONLY IF THIS FORM NUMBER APPEARS IN THE DECLARATIONS PAGE OF THE POLICY

### **OLW Agreement**

This endorsement is subject to the terms and conditions of this **policy** and to the following additional terms and conditions.

In return for **your** payment of the premium as stated separately in the **declarations page** or included in the total premium **we** agree to add the following peril to the perils **you** are insured against.

### **Additional Insured Peril**

**We** insure the property described in Section One against physical loss or physical damage occurring during the **period of insurance** caused by **overland water**.

**Overland water** means a general and temporary condition of partial or complete inundation of normally dry land areas due to the unusual or rapid accumulation or runoff of surface waters from any source including waves, tidal wave, tides, tidal water, or the overflow of any body of water whether or not driven by wind.

**We** do not include tsunami within **overland water**.

All **overland water** in a continuous or protracted event will constitute a single loss occurrence.

### **Limits of Insurance**

For each incident of loss **we** will pay up to the **overland water** limit of insurance shown in the **declarations page** for physical loss or physical damage, covered under this section, to the **dwelling, detached buildings or structures** or **personal property**.

The **overland water** limit of insurance shown in the **declarations page** will apply regardless of any physical loss or physical damage caused by, contributed to by, resulting from or arising out of or in connection with water which backs up through sewers or drains or overflows or is otherwise discharged from a sump, sump pump or related equipment.

### **Exclusions**

The following exclusions apply to this endorsement:

- A.** **We** do not cover loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with the following, regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to loss, damage, cost or expense:
1. Tsunami.
  2. Water which:
    - (a)** Backs up through sewers or drains; or
    - (b)** Overflows or is otherwise discharged from a sump, sump pump or related equipment;unless caused solely and directly by **overland water**.

3. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure unless caused solely and directly by **overland water**.
4. **Overland water** that is already in progress at the inception date of this insurance.

B. **We** do not insure loss, damage, cost or expense:

1. for surface drainage or any technique or practice to stabilize or control the erosion or sedimentation of land at the **residence premises** while reshaping or stabilizing the ground surface.
2. to excavate, replace or stabilize any land.

### **Deductible**

**We** will pay only for that portion of any physical loss or physical damage which exceeds the deductible shown in the **declarations page** up to the limit of insurance pertaining to this endorsement.

### **Other Conditions that Apply**

All other terms and conditions of the **policy** to which this endorsement applies remain unchanged.

HIS SERVICE LINE COVERAGE ENDORSEMENT  
For use with Excellence Homeowners Insurance

This endorsement is subject to the terms and conditions of the **policy** to which it is attached and to the following additional terms, conditions, exclusions and definitions.

In return for the additional premium **you** have paid **we** agree to extend Section One – Property Insurance as follows.

All of the terms and conditions of the attached **policy** apply to this extension.

### SERVICE LINE COVERAGE ENDORSEMENT

#### DEFINITIONS

For the purposes of this endorsement only, the following definition is added:

#### Underground

**service line** Underground piping and wiring, including permanent connections, valves or attached devices, as described below, which are located on the **residence premises** and are owned by **you** or for which **you** are legally liable for their repair or replacement.

- (a) water piping that connects from the **dwelling** or **detached private structure** to a (i) public water supply system; (ii) private well system; (iii) cistern or retention pond; or (iv) heating system that is located outside the **dwelling** or other **detached private structure**;
- (b) Steam piping that connects from the **dwelling** or **detached private structure** to a heating system that is located outside the **dwelling** or **detached private structure**;
- (c) ground loop piping that connects to a heat pump;
- (d) sewer piping that connects from the **dwelling** or **detached private structure** to a: (i) public sewer system; or (ii) private septic system;
- (e) drain piping that connects from the **dwelling** or **detached private structure**;
- (f) power line or electrical wiring; or
- (g) communication or data transmission wiring, including but not limited to telephone, cable internet or fibre optic wiring.

#### COVERAGE

If the declarations page indicates that this endorsement applies at a location **we** insure, **your policy** is extended to include the following Coverage.

If an initial leak, break, tear, rupture, collapse or electrical arcing of **your underground service line** causes other leaks, breaks, tears, ruptures, collapse or electrical arcing of **your underground service line**, all will be considered one incident of loss under this **policy**.

All leaks, breaks, tears, ruptures, collapse or electrical arcing of **your underground service line** that are the result of the same event will be considered one incident of loss under this **policy**.

#### COVERAGE 1 – Physical damage to underground service line

**We** cover the **underground service line** against physical loss or physical damage caused by a leak, break, tear, rupture, collapse or electrical arcing which occurs during the **period of insurance**.



HIS SERVICE LINE COVERAGE ENDORSEMENT  
For use with Excellence Homeowners Insurance

**COVERAGE 2 – Excavation costs**

If there is a leak, break, tear, rupture, collapse or electrical arcing of **your underground service line** **we** will pay the necessary and reasonable excavation costs required to carry out repairs or replacement of the **underground service line**.

**COVERAGE 3 – Additional expenses**

If there is a leak, break, tear, rupture, collapse or electrical arcing of **your underground service line** **we** will pay the necessary and reasonable extra costs **you** incur to make temporary repairs and expedite any permanent repairs or replacement of such **underground service line**.

**COVERAGE 4 – Additional Living Expenses**

If a loss covered under this endorsement makes a part of the **dwelling** uninhabitable **we** will pay, up to the additional living expenses limit of insurance shown in the **declarations page**, any necessary and reasonable increase in living expenses, including moving expenses, if necessary, incurred by **you** so that **your** household can maintain its normal standard of living.

The period of time covered is not limited by the expiration of this **policy**.

There is no deductible for this coverage.

**COVERAGE 5 – Rental value**

If a loss covered under this endorsement makes a part of the **dwelling** uninhabitable **we** will pay, up to the additional living expenses limit of insurance shown in the **declarations page**, the fair rental value of that part of the **dwellings** rented or held for rental by **you**. However this shall not include any expense that does not continue while the **dwelling** is uninhabitable.

The period of time covered is not limited by the expiration of this **policy**.

**We** do not cover loss or expense due to cancellation of a lease or agreement.

**COVERAGE 6 – Outdoor property**

**We** will replace or repair **your** permanently installed outdoor equipment, trees, shrubs, plants, lawns, walkways or driveways which are damaged as a direct result of:

1. a leak, break, tear, rupture, collapse or electrical arcing of **your underground service line**; or
2. the necessary excavation work required to carry out repair or replacement of **your underground service line** as a result of a leak, break, tear, rupture, collapse or electrical arcing of such **underground service line**.

**EXCLUSIONS**

The exclusions shown in the attached **policy** do not apply to this endorsement.

The following exclusions apply to the whole of this endorsement.

**We** do not cover loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with the following, regardless of any other contributing

HIS SERVICE LINE COVERAGE ENDORSEMENT  
For use with Excellence Homeowners Insurance

or aggravating cause or event that contributes concurrently or in any sequence to loss, damage, cost or expense:

1.
  - a. earthquake, tsunami;
  - b. volcanic eruption, lava flow, volcanic ash, volcanic dust or shock waves emanating from the volcanic blast;
  - c. land shock waves or tremors before, during or after an earthquake or a volcanic eruption;
  - d. snowslide, landslide, mine subsidence, mudflow, earth sinking, rising, shifting or any other earth movement other than the thawing of the ground.
  - e. fire; and resultant damage caused by water or other means used to extinguish a fire;
  - f. lightning;
  - g. explosion;
  - h. impact by aircraft, spacecraft or land vehicle;
  - l. riot or civil commotion;
  - j. vandalism or malicious acts;
  - k. windstorm or hail;
  - l. flood, surface water, spray, waves, tidal waves, waterborne objects all whether driven by wind or not;
  - m. backing up or escape of water from a sewer, sump or septic tank, storm drain, drain, eaves trough or downspout; or
  - n. theft.
2. blockage or low pressure of an **underground service line** or any failure to such **underground service line** that is not a leak, break, tear, rupture, collapse or electrical arcing.
3. the cost or increased cost to alter or relocate **underground service lines**, unless such alteration or relocation is required by law or ordinance.

**PROPERTY NOT COVERED**

**We** do not cover:

1. septic systems including leach fields, sewage lagoons, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields;
2. water wells, including pumps and motors;
3. heating and cooling systems, including heat pumps;
4. irrigation or sprinkler systems;
5. an **underground service line** that is damaged while it is being installed, dismantled or repaired;
6. clean up or removal pollutants, hazardous waste or sewage.
7. that part of piping or wiring that runs through or under a body of water, including but not limited to a swimming pool, pond or lake;

HIS SERVICE LINE COVERAGE ENDORSEMENT  
For use with Excellence Homeowners Insurance

8. that part of piping or wiring that runs through or under the **dwelling** or **detached private structure**;
9. piping that is connected to outdoor property, including but not limited to sprinklers, irrigation systems, swimming pools, hot tubs and decorative ponds;
10. piping or wiring that is not connected and ready for use; or
11. piping or wiring that is connected to any building other than a **dwelling** or **detached private structure**.

## HOW WE DEAL WITH YOUR CLAIM

**Your** insured losses will be settled as follows:

1. For each incident of loss described in Coverage 1, 2, 3 and 6 above **we** will pay the lesser of:
  - a. CAD10,000. This limit of **our** liability is a combined amount which applies to all of the coverages described above;
  - b. the cost to repair the damaged property;
  - c. the cost to replace the damaged property on the same "premises" or
  - d. the necessary amount actually spent to repair or replace the damaged property.

**You** are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.

For each incident of loss **we** will pay for that portion of any covered loss or damage which exceeds CAD1,000.

2. For each incident of loss described in Coverage 4 and 5 above **we** will pay, up to the additional living expenses limit of insurance shown in the **declarations page**, for:
  - a. any necessary and reasonable increase in living expenses, including moving expenses, if necessary, incurred by **you** so that **your** household can maintain its normal standard of living;
  - b. the fair rental value of that part of the **dwellings** rented or held for rental by **you**. However this shall not include any expense that does not continue while the **dwelling** is uninhabitable.

In determining the fair rental value due consideration shall be given to the rental experience of that part of the **residence premises** before the date of the leak, break, tear, rupture, collapse or electrical arcing of **your underground service line** and the probable experience had the loss not occurred.

Any payment for loss or increased cost of living as described above shall be for the shortest time required to repair or replace the **underground service line**.

*Short Term Rental Endorsement*  
*For use with Excellence Homeowners Insurance*

This endorsement is subject to the terms and conditions of this policy and to the following additional terms and conditions.

**You** have declared to **us** that **you** rent the **dwelling** or a portion of the **dwelling** on a short term rental basis. Short term means a period of time, no longer than 30 consecutive days, during which **you** have allowed a private individual(s) or family, with whom **you** have an agreed rental contract, to stay at the **residence premises**.

The following amendments are made to **your** policy and apply while the **residence premises** are being occupied as living accommodation by a paying tenant on a short term rental basis.

## **SECTION ONE – PROPERTY INSURANCE**

### **EXCLUSIONS**

While the **residence premises** are let on a short term rental basis **we** do not cover:

1. any claim if any loss, damage, cost or liability covered under this policy is also covered wholly or in part under other insurance, including other insurance arranged by a rental agency or third party rental facilitator, except in respect of any excess beyond the amount which would have been covered under such other insurance had this **policy** not been effected.
2.
  - a. the **dwelling**;
  - b. **detached buildings or structures**;
  - c. **personal property**; or
  - d. property of paying tenants and tenant's guests

located at such **residence premises** against loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with theft, vandalism, malicious acts or mysterious disappearance.

### **ADDITIONAL COVERAGES**

#### **Rental Value**

If a loss covered under this section makes that part of the **dwelling** rented to others on a short term rental basis uninhabitable **we** will pay, up to the additional living expenses limit of insurance shown in the **declarations page**, the fair rental value of that part of the **dwellings** rented or held for rental by **you**. However this shall not include any expense that does not continue while the **dwelling** is uninhabitable.

In determining the rental value due consideration shall be given to the rental experience of that part of the **residence premises** before the date of physical loss or physical damage and the probable experience had the loss not occurred.

Any payment for loss as described above shall be for the shortest time required to repair or replace the **dwelling**.

The period of time covered is not limited by the expiration of this **policy**.

**We** do not cover loss or expense due to cancellation of a lease or agreement.

## **SECTION TWO – PERSONAL LIABILITY INSURANCE**

### **EXCLUSIONS**

**We** do not cover loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with **your** ownership, use, operation or maintenance of the following, regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to loss, damage, cost or expense:

1. Watercraft

*Short Term Rental Endorsement*  
*For use with Excellence Homeowners Insurance*

2. Motorized Vehicles

All other terms of **your policy** remain unchanged.

## Identity Fraud Endorsement

We will pay for a covered person's identity fraud expenses, up to a maximum of \$15,000 for each identity fraud occurrence. The policy deductible applies to each identity fraud occurrence.

"Identity fraud" means the act of knowingly transferring or using, without lawful authority, a covered person's means of identity which constitutes a violation of federal law or a crime or offence under any applicable state, provincial, territorial or local law.

"identity fraud expenses" means:

- the costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- The loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- The telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- Earnings lost by a covered person as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel, up to CAD 250 a day, to a total of CAD 10,000.
- The reasonable lawyer fees incurred with prior notice to us for:
  - the defence of a covered person against any suit(s) by businesses or their collection agencies;
  - the removal of any criminal or civil judgements wrongly entered against a covered person; and
  - any challenge to the information in a covered person's consumer credit report.

However, "identity fraud expenses" does not include expenses incurred due to any fraudulent, dishonest or criminal act by a covered person or any person acting with a covered person, or by any authorized representative of a covered person, whether acting alone or in collusion with others.

In addition to the duties described in Policy Terms, Liability Conditions, Your duties after a loss, a covered person shall notify an applicable law enforcement agency.

## **JEWELLERY CLAUSE**

This insurance does not cover loss of jewellery or watches by theft or disappearance unless such property is:

- a. being worn; or
- b. deposited in a bank or locked safe or hotel/motel safe
- c. being carried by hand under the personal supervision of the Insured.

This exclusion only applies to individual items of jewellery and watches with a value of CAD15,000 or more .

All other terms, conditions, limitations and exclusions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SECONDARY/SEASONAL HOME ENDORSEMENT**

**Attached to and forming part of CERTIFICATE NUMBER:**

**Your policy** is amended as follows:

**PROTECTIONS CLAUSE**

**You** must ensure that all the physical protections at the **dwelling** are in use and all security systems at the **dwelling** are engaged whenever the **dwelling** is **unoccupied**. If **you** fail to comply with this condition **we** will not cover loss or damage caused by theft, attempted theft or vandalism.

If **you** have told **us** that a fire alarm system is installed at the **dwelling** **you** must ensure that it is kept in full working order at all times during the **period of insurance**. If **you** fail to comply with this condition **we** will not insure **you** against loss or damage caused by fire unless **we** are required to provide such cover in any statute or legislation which is in effect at the time of such loss.

**You** must advise **us** as soon as reasonably possible if for any reason any physical protection, fire alarm or security system at the **dwelling** is not working properly. **We** may then amend the terms of this **policy**.

If **you** make a claim under this insurance and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim. However, if a fire arises from **your** failure to comply with **your** obligations under this condition and fire insurance is required in any statute or legislation in effect at the time of such loss or damage, then any physical loss or damage arising directly from such fire shall be covered.

**DEDUCTIBLE**

The unoccupancy deductible shown in **your policy** is amended to read CAD(response). This unoccupancy deductible is not waived in the event the covered loss exceeds CAD50,000.

**PREMISES LIABILITY**

The Personal Liability and Voluntary Medical Payments to Others coverage provided under the attached policy are restricted to apply only with respect to "Personal Injury" and "Property Damage" arising out of the ownership, maintenance or use of the **dwelling**.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VACANT DWELLING ENDORSEMENT**

Attached to and forming part of CERTIFICATE NUMBER: {RESPONSE}

**You** have told to **us** that **your dwelling** is **vacant**. **We** have therefore made the following amendments to **your policy**:

1. Exclusion 7 of Section One of **your policy** does not apply while **your dwelling** is **vacant**.
2. The following additional conditions apply to **your policy**:

**PROTECTIONS CLAUSE**

**You** must ensure that all the physical protections at the **dwelling** are in use and all security systems at the **dwelling** are engaged. If **you** fail to comply with this condition **we** will not cover loss or damage caused by theft, attempted theft or vandalism.

If **you** have told **us** that a fire alarm system is installed at the **dwelling** **you** must ensure that it is kept in full working order at all times during the **period of insurance**. If **you** fail to comply with this condition **we** will not insure **you** against loss or damage caused by fire unless **we** are required to provide such cover in any statute or legislation which is in effect at the time of such loss.

**You** must advise **us** as soon as reasonably possible if for any reason any physical protection, fire alarm or security system at the **dwelling** is not working properly. **We** may then amend the terms of this **policy**.

All security systems and fire alarms must be serviced, at least once a year, and maintained by a reputable company. If **you** make a claim under this insurance and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim. However, if a fire arises from **your** failure to comply with **your** obligations under this condition and fire insurance is required in any statute or legislation in effect at the time of such loss or damage, then any physical loss or damage arising directly from such fire shall be covered.

**REGULAR VISITS CLAUSE**

**You**, or a responsible adult appointed by **you**, must inspect the **dwelling** on a weekly basis to ensure that there are no visible signs of loss or damage to the insured property or evidence of forcible entry to **your** property. If **you** make a claim under this insurance and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim. If a fire arises from **your** failure to comply with **your** obligations under this condition and fire insurance is required in any statute or legislation in effect at the time of such loss or damage, then any physical loss or damage arising directly from such fire shall be covered.

**DEDUCTIBLE**

The vacancy deductible shown in **your policy** is amended to read CAD(response). This vacancy deductible is not waived in the event the covered loss exceeds CAD50,000.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

**PREMISES LIABILITY**

The Personal Liability and Voluntary Medical Payments to Others coverage provided under the attached policy are restricted to apply only with respect to "Personal Injury" and "Property Damage" arising out of the ownership, maintenance or use of the **dwelling**.

For use on Hiscox Excellence Home Insurance