

Comprehensive Home Insurance Policy

January 19, 2022

Home owners

Renters

Condo owners

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE



Contents

Introducing your policy..... 2

- 1.1.1 How your policy works 2
- 1.1.2 How to read your policy wording 2
- 1.1.3 How much is covered 2

Section 1 4

Your property..... 4

- Home owner, renter and condo owner policy 4
- 1.1.4 Our promise to you 4
- 1.1.5 What's covered 4
- 1.1.6 How much is covered 4
- 1.1.7 Extra coverage 5
- Your personal property - Coverage "C" 5
- 1.1.8 What's covered 5
- 1.1.9 How much is covered 5
- 1.1.10 Extra coverage 6
- 1.1.11 What's covered 7
- 1.1.12 How much is covered 8
- 1.1.13 Some exclusions apply 8

Section 210

Your liability - Coverage "E"10

- 2.1.1 Our promise to you 10
- 2.1.2 What's covered 10
- 2.1.3 How much is covered 10
- 2.1.4 Extra coverage 10
- 2.1.5 Some exclusions apply 11

Section 313

Optional extras.....13

- 3.1 Our promise to you 13
- 3.2 Exclusions in this Section 13
- 3.3 Outdoor *drain* and surface water coverage 13
- 3.4 Flood coverage 13
- 3.5 Underground line and pipe coverage (*home* owners only) 13
- 3.6 Extra roof leak coverage 14
- 3.7 Earthquake coverage 14
- 3.8 Bareland Strata Protection Coverage (*Detached Home*) 15
- 3.9 Scheduled property coverage 15
- 3.10 Watercraft coverage 15
- 3.11 Glass coverage 16
- 3.12 Zero deductible glass coverage 16

- 3.13 Under construction coverage 16
- 3.14 *Vacancy* coverage 16
- 3.15 Storage coverage 16
- 3.16 Rented *home* coverage 17
- 3.17 Short-term rental coverage 18
- 3.18 Rental income coverage 18
- 3.19 Seasonal *home* coverage 18
- 3.20 Seasonal *home* theft and vandalism coverage 19
- 3.21 Identity theft coverage 19

Section 421

Coverage conditions21

- 4.1 General conditions 21
- 4.2 Standard Mortgage Clause 21
- 4.3 Statutory Conditions 22

Section 525

Definitions25

- 5.1 Applicable to Sections 1, 2, 3 & 4 25
-

Introducing your policy

1.1.1 How your policy works

Before we get started on outlining your BCAA Home Insurance coverage, it's important to know how your policy works. Here are a few details:

- 1) The legal insurance contract includes 3 parts:
 - a) the policy wording (describes the policy coverage); and
 - b) the application (captures the details about you and your *home*); and
 - c) the declaration page (shows how much coverage you have).
- 2) Losses to your property must happen suddenly and accidentally to be covered, but are still subject to some exclusions. Damage that occurs over time (such as wear and tear) isn't covered.
- 3) For covered losses to be paid by BCAA Insurance Corporation, you must
 - a) pay the policy premiums; and
 - b) provide accurate information about you and your *home* in your application, and during the policy period if anything changes; and
 - c) follow the policy's conditions (Section 4).

1.1.2 How to read your policy wording

Please read your policy wording carefully. It's important to understand what's covered in your policy and what's not, especially as there are some exclusions.

Your coverage limits can be found on your declaration page.

Coverages "A", "B" and "C" refer to your *home*, detached structures and personal property. Your increased living expenses are Coverage "D". Your liability limit is Coverage "E".

Your BCAA Home Insurance policy consists of 5 sections:

Section 1 – Your property

This part of your policy describes coverage for your property that's damaged or lost. It also describes the coverage for increased living expenses if you can't live in your *home* following *insured damage*. The property or properties covered are shown on the declaration page.

Section 2 - Your liability

This part of the policy describes your coverage if you're found legally liable to pay *compensatory damages* for *physical injury* or *property damage* that you accidentally caused. It also describes the coverage for your associated legal costs.

Section 3 - Optional extras

This part of the policy shows any extra coverage that you may have purchased.

Section 4 - Coverage conditions

This part of the policy describes additional and general conditions.

Section 5 – Definitions

This part of the policy provides more information on terms we use. Where certain words are italicized, the "Definitions" section explains more.

- Your policy covers everyone shown on the declaration page; and
- a) any of their relatives who lives with them; and
 - b) anyone under 21 years old who lives with them and financially depends on them or who's in their care; and
 - c) any students who financially depend on them while they're temporarily living elsewhere to study; and
 - d) if you pass away, anyone who used to be insured under "a", "b", or "c" who still lives on the insured *premises*.

All of the above individuals are referred to throughout the policy using "you", "your", "you're", "you've" or "you'd". And when you see "us", "our", "we", "we'll", "we're" or "we've" this means your insurer, BCAA Insurance Corporation.

1.1.3 How much is covered

- 1) **Limits of coverage:** Coverage limits are shown on the declaration page. You're covered up to these amounts for each *occurrence* you make a claim for, unless the policy says otherwise. The limits shown are the total collective maximum limits for everyone the policy insures. Inflation will be applied to your property coverage each year. We'll never pay more than your financial interest in any property to you.
- 2) **Deductibles:**
 - a) You must pay the first part of any claim (the "deductible") for the coverages under Section 1 ("Your property") and Section 3 ("Optional extras"), unless the policy says otherwise.
 - b) **Plumbing deductible (for home owners only):** A \$5,000 deductible applies to any *insured damage* caused by water escape from polybutylene/galvanized/cast iron plumbing systems and related fittings located inside your *home*. If the policy or water deductible shown on the declaration page is higher than \$5,000 then the higher deductible applies instead.
- 3) **How claims are paid for Coverages "A", "B" and "C" in Section 1:** Following *insured damage*, we'll cover the costs to repair or

replace your property (whichever is less) using materials of the same kind and quality and to the same design you had before, wherever possible. We'll make payment when your property has been repaired or replaced, unless we agree otherwise. If you don't repair or replace your property within a reasonable time frame, we'll give you the amount it would've cost to repair or replace it as it was at the time of the loss less depreciation, but only up to the coverage limit. In calculating depreciation we'll consider the condition of your property before the damage, whether it's become obsolete, and its life expectancy. The policy will explain when things work differently. If it's not possible to repair your property, we'll pay to replace it with new items of similar kind and quality that are available.

- 4) How claims are paid for Coverage "D" in Section 1: Following *insured damage*, we'll reimburse reasonable additional living expenses you've incurred and cover you for fair rental income you're no longer receiving. You're covered for the reasonable time needed to repair or rebuild your *home*, or for a reasonable time until you've moved elsewhere up to your Coverage "D" limit.
- 5) How claims are paid for Coverage "E" in Section 2: You're covered for *compensatory damages* you're found legally liable to pay up to your Coverage "E" limit. We'll pay for your associated legal defence costs in addition.
- 6) When multiple policies exist: If you have a different policy that also covers a loss, this policy will only cover the additional amount once the limits of the other are used up. If we insure you under a different policy for the same loss, your total maximum coverage limit for liability claims will be the limit of the policy with the highest coverage, and not the combined limit of all policies.

SECTION 1

Your property

HOME OWNER, RENTER AND CONDO OWNER POLICY

HOME AND DETACHED STRUCTURES - COVERAGES "A" AND "B"

1.1.4 Our promise to you

We agree to insure your property to the limits shown on the declaration page. Your property is insured against all sudden and accidental direct physical loss or damage in return for the payment of premiums and subject to this policy's terms, conditions and exclusions.

1.1.5 What's covered

- 1) **Coverage "A":** Your *home* is covered, including:
 - a) its attached structures; and
 - b) its swimming pools and hot tubs; and
 - c) its permanently installed equipment on the *premises*; and
 - d) any construction materials intended for use on your *home*.
- 2) **Coverage "B":** Your detached structures on the *premises* (such as sheds, garages, fences and retaining walls that aren't attached to your *home*) are covered. You're also covered for docks, piers, wharfs or floats on owned and non-owned foreshore.

1.1.6 How much is covered

- 1) **Guaranteed building replacement:** If our valuation of the property in Coverage "A" isn't sufficient to repair or replace your *home* following *insured damage*, we'll still pay the amount needed to do so provided the following conditions are met. To have this coverage you must:
 - a) accept our valuation and insure your *home* to this value; and
 - b) promptly tell us about any renovations, alterations or additions over \$25,000; and
 - c) within a reasonable time frame, rebuild on the same site and with materials and design of the same kind and quality.

"Guaranteed building replacement" coverage isn't available for *Manufactured homes* or detached structures (Coverage "B"), and doesn't apply to increased costs to comply with bylaw regulations.

- 2) **If you don't qualify for "Guaranteed building replacement":** You can choose one of the following settlement options:
 - a) The cost to repair or replace your *home* as it was at the time of the loss up to your Coverage "A" limit; or
 - b) If you don't want to repair or replace your *home* on the same site, or at all, following *insured damage* we'll pay the cost to repair or rebuild your *home* as it was at the time of the loss less depreciation up to your Coverage "A" limit; or
 - c) **Note – the following option isn't available for *manufactured homes*:** If it's necessary to completely rebuild your *home* following *insured damage* caused by *wildfire* you don't have to rebuild on the same site or to the same kind and quality. We'll pay the lower of:
 - i) what it would have taken to rebuild the *home* insured at the time of the loss; or
 - ii) the amount to build your new home; or
 - iii) your Coverage "A" and/or Coverage "B" limits shown on the declaration page.

If you do change site, we'll cover debris removal (1.1.7.6), and additional living expenses (Coverage "D") up to the coverage limits for the *home* insured at the time of the loss. Any costs associated with the sale or purchase of property aren't covered.

You can change the design and materials used in your *home* if you wish, as long as doing so doesn't increase our total cost. If you want to handle all or any part of your claim on your own, you may take a cash settlement without depreciation. You must take a cash settlement without depreciation for your entire claim, except for debris removal at the site of the loss, and release us from all rebuild obligations if you choose to rebuild outside B.C.

- 3) **For *manufactured homes*:** We'll pay the cost to repair or replace your *home* following *insured damage* up to your "Coverage A" limit. But depreciation will be deducted if your *manufactured home* is over 20 years old, or if you don't want to repair or replace it.
- 4) **Detached structures in Coverage "B":** You're covered up to the limits shown on the declaration page. But depreciation will be deducted if you don't want to repair or replace the structure(s), following *insured damage*.

1.1.7 Extra coverage

You're covered for additional expenses you may suffer following insured damage. The following extra coverages do not increase the Coverage "A" or "B" limit shown on the declaration page:

- 1) **Removed fixtures and fittings:** If your *home's* fixtures and fittings have to be temporarily removed from the *premises* for repair or storage following *insured damage*, you're covered up to 10% of your Coverage "A" limit for such fixtures and fittings while they remain temporarily off the *premises*.
- 2) **Bylaws (applies to Coverage "A" only):** If costs to repair *insured damage* are increased because you're required to make changes or improvements to areas of your *home* to comply with municipal bylaws, you're covered up to the Bylaws limits shown on the declaration page. This coverage doesn't increase the amount of insurance under "Guaranteed building replacement" (1.1.6.1) and is only available if you rebuild or repair your *home* on the same site and with materials and design of the same kind and quality. We'll only pay the minimum amount required to comply with the bylaw.
- 3) **Lock replacement:** If you need to replace your locks due to *insured damage* caused by theft, you're covered up to \$1,000.
- 4) **Fire department service charge:** If you have to pay a service charge following *insured damage* caused by fire or *wildfire*, we'll cover the cost of the service charge. No deductible applies.
- 5) **Landscaping, trees, plants and lawns:** If these features on your *premises* are damaged by fire, lightning, explosion, theft, riot, vandalism or vehicle/*aircraft* impact you're covered up to 5% of your Coverage "A" limit. Any tree or plant is limited to \$1,000 including debris removal expenses. Covered cannabis plants are subject to different coverage limits (see 1.1.9.2iii). Trees or plants grown for *business* purposes aren't covered.
- 6) **Debris removal:** If *insured damage* requires your property to be cleaned or removed, you're covered for these costs. Payment for tree removal costs is limited to \$500, and only applies when tree removal is necessary after it's fallen on a structure on the *premises*.
- 7) **Property removed for its protection:** If you have to remove insured property to protect it from loss or damage it's covered up to 90 consecutive days, or until the policy term ends if sooner.
- 8) **Tear out:** If parts of your *home* have to be removed or torn out to repair *insured damage*, you're covered for the costs to repair the torn out property. If there isn't any *insured damage*, payment will be limited to \$500 to repair property torn out during the damage investigation process, and no deductible will apply. This

extra coverage doesn't apply to repair damage associated with public *water mains* or outdoor swimming pools and hot tubs.

YOUR PERSONAL PROPERTY - COVERAGE "C"

1.1.8 What's covered

- 1) Your personal property is covered:
 - a) while on your *premises*; and
 - b) anywhere in the world, as long as it's usually kept at your *premises*; and
 - c) for up to 90 consecutive days (or until the policy expires, if that's sooner) while in a storage facility or in transit if you're moving elsewhere in B.C.
- 2) Uninsured personal property of others (except *renters*) is covered while it's on your *premises*, in your care or that belongs to a *household employee* travelling with you.

1.1.9 How much is covered

Coverage for some of your personal property is limited.

- 1) Coverage for the following categories of personal property is subject to special reduced limits of insurance, as set out below. These limits are the most we will pay for insured loss or damage in any one *occurrence* and don't increase your total Coverage "C" limit shown on your declaration page.
- 2) The following limits apply to all *insured damage*:

i. Securities and bullion	\$1,000
ii. Money and gift cards	\$1,000
iii. Cannabis products, plants and associated equipment	\$1,000
iv. Motorized watercraft/sailing boats and accessories (jet powered watercraft not covered)	\$3,000
- 3) Personal Property with Special Limits

If you have any personal property included in the categories below ("Personal Property with Special Limits"), you are covered for *insured damage* up to the "Category Limit" shown on your declaration page for any one *occurrence*. The overall limit you can claim for all Personal Property with Special Limits in any one *occurrence* is the "Combined Limit".

The following categories apply:

- i. Jewellery, watches, and gems

- ii. Luxury goods such as fur clothing, high-end handbags/purses, wallets, luggage, and other items of similar nature.
- iii. *Fine Arts & Antiques*
- iv. Collectible sets and items such as figurines, plates, stamps, sports personality cards, coins, and comic books.
- v. Bikes and accessories
- vi. Golf equipment, accessories and unlicensed golf carts
- vii. *Business Property* and tools used by a self-employed tradesperson, or hobby or specialty tools. Coverage applies only while these are on your *premises*.
- viii. Garden tractors and accessories

4) Pairs, parts and sets

- a) If any piece or part of a pair, set or bigger assembled item suffers *insured damage*, we'll pay for the whole set or item provided:
 - i) the piece or part can't be repaired or replaced; and
 - ii) the entire pair or set is rendered totally unusable as a result of the loss or damage.
 Otherwise we'll only pay for the lost part or piece.
- b) If any piece or part of a pair, set or bigger assembled item suffers *insured damage* and you want to change or upgrade the pair or set, we'll pay the full cost of replacement for the original piece or part that was lost or damaged. If you don't want to repair or replace your personal property following *insured damage* depreciation will be deducted.

1.1.10 Extra coverage

Some extra coverages are included for your personal property. The following extra coverages **don't** increase the Coverage "C" limit shown on the declaration page:

- 1) **Personal property in a care facility:** If a policyholder's spouse or their parent(s) move into a care facility in B.C., their personal property is covered up to \$15,000. The limits in 1.1.9.2 and 1.1.9.3 still apply.
- 2) **Personal property in an RV:** You're covered up to \$3,000 for *insured damage* to your personal property normally kept in your recreational vehicle, excluding any items that are built-in to the vehicle.

- 3) **Damage to premises:** (for *condo owners* and *renters* only) You're covered up to \$500 for *insured damage* caused by theft or vandalism to parts of your *premises* that you don't own or that are reserved for your private use.
- 4) **Unauthorized financial transactions:** If you're legally obligated to pay for:
 - a) the unauthorized use of your stolen personal credit/bank card; or
 - b) forgery or fraud of your personal cheques; or
 - c) accepting counterfeit Canadian or U.S. paper currency in good faith,
 you're covered up to \$10,000. We'll also pay your legal defence costs if a suit is brought against you for refusing to pay a cheque involving fraud/forgery. Intentional purchases or dishonest acts by any authorized card user aren't covered. There's also no coverage if any authorized card user has breached the conditions of the card agreement.
- 5) **Property removed for its protection:** If you have to remove insured property to protect it from loss or damage, it's covered up to 90 consecutive days, or until the policy term ends, if that's sooner.
- 6) **Landscaping, trees, plants and lawns:** (for *condo owners* only) If these features on your *premises* are damaged by fire, lightning, explosion, theft, riot, vandalism or vehicle/aircraft impact you're covered up to 5% of your Coverage "C" limit. Any tree or plant is limited to \$1,000 including debris removal expenses. Covered cannabis plants are subject to different coverage limits (see 1.1.9.2.iii). Trees or plants grown for *business* purposes aren't covered.
- 7) **Change in temperature:** If your personal property in your *home* is damaged by a change in temperature caused by other *insured damage*, you're covered for its repair or replacement.
- 8) **Tear out:** (for *condo owners* only) If parts of your *home* have to be removed or torn out to repair *insured damage*, you're covered for the repair costs to repair the torn out property. If there isn't any *insured damage*, payment will be limited to \$500 to repair property torn out during the damage investigation process, and no deductible will apply. This extra coverage doesn't apply to repair damage associated with public *water mains* or outdoor swimming pools and hot tubs.
- 9) **Pets:** We'll insure your pets, but only for loss or damage caused by fire, *smoke*, theft, weather, vandalism or building collapse.
- 10) **Business property of others:** If the property is uninsured, you're covered up to \$500 while it's on your *premises*.
- 11) **Cemetery markers:** If located in B.C., we'll cover the grave markers of policyholders, their children or parents up to \$3,000.

- 12) **Spare automobile parts:** You're covered up to \$2,000 for parts stored on your *premises*.
- 13) **Food spoilage:** If food in your freezer spoils due to a power outage or mechanical breakdown, you're covered for its replacement.
- 14) **Personal property in a safety deposit box:** You're covered up to \$10,000 for your personal property stored in a safety deposit box.

The following extra coverages do increase the limits of coverage shown on your declaration page. You're covered for:

15) Strata Protection Coverage (for condo owners only):

The maximum amount payable for any *insured damage* arising from any of the *occurrences* described below shall not exceed the combined limit shown on your declaration page for Strata Protection Coverage:

- i. Strata unit protection: If your unit suffers *insured damage* that your *Strata Corporation* or *Association* doesn't repair, and your *Strata Corporation's* or *Association's* insurance policy isn't sufficient or available. If your unit suffers any direct and resulting loss or damage caused by the shaking of an earthquake that your *Strata Corporation* or *Association* doesn't repair and your *Strata Corporation's* or *Association's* insurance policy isn't sufficient or available, we will not pay more than the limit shown on the declaration page for Earthquake Coverage - Strata Unit Protection Limit. Earthquake coverage must be shown on your declaration for this coverage to apply.
- ii. Strata property damage: If your *Strata Corporation* or *Association* assesses *property damage* costs to you following *insured damage* to the *strata buildings* or *common assets* at a location you insure with us. For this coverage to be available, the damage and assessment must both occur within the policy term and the assessment must be allowed under the usual rules of the *Strata Corporation* or *Association*.
- iii. Building Improvements: If your unit suffers *insured damage*, you are covered for any improvements, changes or additions you've made to your premises or that you've purchased.

For strata *property damage* and strata unit protection *occurrences*, we won't pay for any portion of the *Strata Corporation's* or *Association's* insurance deductible (coverage for a strata insurance deductible may be available under 1.1.10.16 if it's assessed to you). Special levies, maintenance fees and fines aren't covered.*

All other terms, conditions, limitations and exclusions of this policy continue to apply.

16) Strata Insurance Deductible Coverage (for condo owners only):

If your *Strata Corporation* or *Association* assesses any share of its insurance deductible to you following *insured damage* to *strata buildings* or *common assets* at a location you insure with us, you're covered up to the limit shown on your declaration page.

If your *Strata Corporation* or *Association* assesses any portion of their policy deductible to you because of an earthquake, we will not pay more than the limit shown on the declaration page for Earthquake Coverage - Strata Insurance Deductible Limit.

Earthquake coverage must be shown on your declaration for this coverage to apply.

For this coverage to be available, the damage and assessment must both occur within the policy term and the assessment must be allowed under the usual rules of the *Strata Corporation* or *Association*. Special levies, maintenance fees and fines aren't covered.

- 17) **Unit improvements (for renters only):** We'll insure any improvements, changes or additions you've made to your *premises* or that you've purchased up to 25% of your Coverage "C" limit to a maximum of \$100,000.*

ADDITIONAL LIVING EXPENSES - COVERAGE "D"

This coverage is available if you can't live in your *home* as a result of *insured damage*.

1.1.11 What's covered

- 1) If you can't live in your *home* as a result of *insured damage* you're covered for:
 - a) reasonable additional living expenses (so you can maintain your normal standard of living); and
 - b) fair rental income, if you have a *renter*.
 You're covered for the reasonable time needed to repair or rebuild your *home*, or for a reasonable time until you've moved elsewhere up to your Coverage "D" limit.
- 2) If a civil authority prevents access to your *home* due to *insured damage* at a neighbouring *premises* you're covered up to \$2,500.
- 3) If you have to leave your *home* as part of an official evacuation order within Canada or the U.S.A, you're covered up to \$10,000 for reasonable additional living expenses until the order is lifted. But the following exclusions apply (as fully described in 1.1.14) unless you've purchased extra coverage, and then only to the extent covered under that extra coverage:
 - i. 1.1.13.5 flood*
 - ii. 1.1.13.23 earthquake*

And evacuations caused by the following also aren't covered:

- iii. 1.1.13.21 land/snow movements
- iv. 1.1.13.26 radioactive material or nuclear incidents or explosions
- v. 1.1.13.27 *terrorism*
- vi. 1.1.13.28 war
- vii. 2.1.5.15 the transmission of a communicable disease

This coverage is only available if the event that caused the evacuation order occurred suddenly and accidentally.

1.1.12 How much is covered

- 1) The coverages described in 1.1.11 can't exceed your Coverage "D" limit shown on your declaration page, even if a combination of coverages are needed. But we'll continue to pay past the policy's expiry date while needed, or until the coverage is exhausted if that's sooner.
- 2) We won't pay for any regular living expenses, or for any expenses that stop following a loss.

WHAT'S NOT COVERED (PROPERTY EXCLUSIONS)

1.1.13 Some exclusions apply

It's important to know what your policy covers but it's just as important to know what it doesn't cover. Here are the exclusions that apply to Section 1 ("Your property").

Unless stated otherwise, in this Section "caused by" means "directly, indirectly or in any way caused by or resulting from". Coverage is excluded regardless of whether other causes, covered or not, acted concurrently or in any sequence to produce the loss.

All loss or damage is excluded if it's caused by:

- 1) wear and tear, except for resulting *insured damage* caused by water;
- 2) mold, rot, rust corrosion or condensation;
- 3) water escape from a blocked or backed up outdoor *drain*, sewer, sump or septic tank;*
- 4) water from heavy rainfall or snowmelt that's flowed over the ground before entering your *home*;*
- 5) water that's escaped from any natural water source like the sea, a river or lake, or any manmade water source like a reservoir. But you're covered if the water has come from your or your Strata's swimming pool, hot tub or *domestic water container*, unless caused by freezing, or from a *water main*;*
- 6) sudden water leaks through a roof or from around windows or skylights if the entry point was created by

anything listed in 1.1.14. Water leaks caused by faulty or defective workmanship, materials or design is also excluded;*

- 7) the continuous or repeated leakage or seepage of water;
- 8) water escape by freezing in unheated areas of your *home*, but only during the usual heating season;
- 9) water escape by freezing during the usual heating season if your *home* has been unoccupied for more than 14 consecutive days, unless it's checked inside every other day or your pipes and appliances are drained;
- 10) *ground water* or rising of the water table;
- 11) rodents, raccoons, skunks, insects, bats or birds but resulting damage is covered except for resulting water leaks through a roof;
- 12) mechanical or electrical breakdown, except for resulting spoilage of frozen food;
- 13) a) the erasure, destruction, corruption, misappropriation or misinterpretation of data
b) errors in creating, amending, entering, deleting or using data.
c) the inability to receive, transmit or use *data*.
But you're covered for the exclusions in (13a, b and c) if the loss or damage has resulted from fire, *wildfire*, explosion, *aircraft* or vehicle impact, falling objects, windstorm, hail, or weight of snow
- 14) costs to fix faulty or defective workmanship, materials or design;
- 15) inherent vice or latent defect;
- 16) extreme changes in temperature, except for resulting spoilage of frozen food following a mechanical breakdown;
- 17) wear and tear or freezing to a watercraft, its accessories and attached equipment;
- 18) hail to a *manufactured home* with a metal roof and/or siding, unless the hail creates a hole;
- 19) collision to a *manufactured home*, unless it's being transported in which case there's coverage for collision only;
- 20) the intentional or criminal actions of anyone this policy insures or anyone under their direction;
- 21) snow slide, landslide or earth movement. But resulting fire or explosion damage is covered;
- 22) settling, expansion, contraction, bulging, buckling, moving or cracking;
- 23) earthquake. But resulting fire or explosion damage is covered;*
- 24) tsunamis. But resulting fire or explosion damage is covered;

- 25) any form of pollution or contamination or their cleanup;
- 26) radioactive material or nuclear incidents as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or nuclear explosion;
- 27) *terrorism* or any measures taken to prevent or respond to *terrorism*. But resulting fire or explosion damage following an act of *terrorism* is covered;
- 28) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military action.

There also isn't any coverage for:

- 29) any loss or damage that's not physical in nature (such as a financial loss), unless this policy says otherwise;
- 30) any loss or damage if, to your knowledge, your *home* has been *vacant* for more than 30 consecutive days. Coverage remains in force after 30 days if we've approved the *vacancy* in advance, but glass breakage and damage caused by water or vandalism is excluded unless *vacancy* coverage is purchased;*
- 31) any structures used for *business*, unless we've approved the use in advance;
- 32) glass breakage, or for loss or damage caused by water, theft or vandalism if your *home* is being built or undergoing *substantial renovations*. But you're covered if you're living in the *home* as your main residence during the construction or renovations;*
- 33) *aircraft*, motor vehicles, their trailers, camper units or equipment. But unmanned hobby *aircraft*, wheelchairs, disability scooters, unlicensed golf carts, mowers, snow blowers and garden tractors are covered;
- 34) damage to an underground *drain*, line or pipe located outside your *home* but on your *premises* that transports waste, water or electricity;*
- 35) damage to a system or *domestic water container* from which water has escaped;
- 36) outdoor equipment, pavements, patios, swimming pools, hot tubs, foundations, retaining walls, bulkheads, pilings, piers, wharfs, docks, underground pipes, flues, *drains*, cesspools and septic tanks for losses caused by freezing or thawing or the weight or pressure of water, snow or ice;
- 37) the scratching of property, or breakage of fragile items caused by accident, earthquake, flood or by pets. But you're covered for flooding by freshwater and/or earthquake if you added the extra coverage to this policy;
- 38) sporting equipment damaged by its use;
- 39) any property at exhibition;
- 40) any property that's legally seized or confiscated, or illegally acquired, imported, transported, forfeit or stored;
- 41) any loss or damage if any part of your *premises* is used for the sale, production, storage or distribution of any *controlled substance*, whether the activity is legal or not, and regardless of whether you knew about it;
- 42) (applies to *condo owners* only) any property held by a *Strata Corporation* or *Association*, like the *common assets* and *strata building* unless your *Strata Corporation* or *Association* assesses loss or damage to these areas against you, in which case coverage may be available (see 1.1.10.15 and 1.1.10.16);
- 43) repair or replacement of undamaged areas or personal property.
- 44) increased costs or charges you incur for breaching any rental agreement, *Strata Corporation*, *Association* or municipal bylaws
- 45) (applies to *condo owners* only) any losses arising from damage to the *common assets* of your *Strata Corporation* or *Association*, and/or *strata building*, including your unit, if the *Strata Corporation* or *Association* has no property insurance policy in force that covers the *strata building*, *common assets* or your unit. This exclusion applies whether your *Strata Corporation* or *Association* assesses related damages to you, or not.

SECTION 2

Your liability - Coverage “E”

2.1.1 Our promise to you

We agree to insure you if you're found legally liable to pay *compensatory damages* for *occurrences* that cause *physical injury* or *property damage*, in return for the payment of premiums and subject to this policy's terms, conditions and exclusions.

2.1.2 What's covered

You're covered for claims arising from *occurrences* during the policy period that cause:

- 1) *physical injury* or *property damage* by:
 - a) your actions anywhere in the world; or
 - b) the ownership, use or occupancy of your *premises*. You're also insured if you assume *legal liability* of others for your *premises* through a written contract.
- 2) *property damage* to a *premises* or its contents that you don't own but are using, renting or is in your care caused by fire, explosion, the sudden escape of water or *smoke*.
- 3) *physical injury* to a *household employee* arising from their work for you.
- 4) You're covered for claims arising from:
 - a) **Watercraft you own, use or operate:** You're covered if each watercraft is:
 - i) not equipped with an inboard jet water propulsion system; and
 - ii) not used for *business* or carrying passengers for compensation; and
 - iii) not rented to others; and
 - iv) not more than 26 feet in length; and
 - v) not equipped with an outboard motor(s) greater than 16 HP in total or with an inboard-outboard motor greater than 50 HP in total.
 - b) **Watercraft you don't own:** You're covered for all types of watercraft you use or operate but don't own, but you must have the owner's consent for use to be covered.
 - c) **Motorized vehicle(s) you own, use or operate:** You're covered for the following motorized vehicles you own: wheelchairs, disability scooters, unlicensed golf carts while

in use on a golf course, self-propelled lawnmowers, snow blowers, and garden tractors.

- d) **Motorized vehicle(s) you don't own:** You're covered for all types of motorized vehicles you use or operate but don't own, except those subject to vehicle registration or licensed for public road use or *aircraft*. You must have the owner's consent for use to be covered for any non-owned motorized vehicles insured by this policy.
 - e) **Trailer(s), camper unit(s) or their equipment:** You're covered for trailers, camper units or their associated equipment that you own, use or operate provided they're stationary and detached or removed from any towing or carrying vehicle.
- 5) **You're also covered for claims arising from:**
- a) renting out your *premises* occasionally, as long as you usually live there, and provided we've approved the rental arrangement in advance; and
 - b) renting out part of your *premises*, provided we've approved the rental arrangement in advance; and
 - c) the temporary or part-time *business* pursuit of an insured person under 21 years old.

2.1.3 How much is covered

- 1) The maximum coverage limit for any one claim on this policy, regardless of the number of people making a claim, is shown as Coverage “E” on the declaration page.
- 2) We'll pay the cost of repair or replacement less depreciation, up to the policy limit, for *property damage* you cause, subject to the terms, conditions and exclusions of this policy.
- 3) The *legal liability* limit shown on the declaration page is the maximum coverage amount available for any one *occurrence* that causes *physical injury* or *property damage* no matter how that loss is caused or which location it arises from.
- 4) If you don't live on the insured *premises*, your coverage is limited to the ownership, use or occupancy of your *premises* only (2.1.2.1b), plus related legal defence costs (2.1.4.1).

2.1.4 Extra coverage

In addition to the Coverage “E” limit shown on your declaration page, you're also covered for:

- 1) **Legal defence costs:** We'll pay your defence costs for a lawsuit brought against you for a claim covered under Section 2 (“Your liability”), if you agree we can investigate and defend the case as

we see fit, and negotiate and settle the lawsuit on your behalf if we decide to do so.

- 2) **Emergency medical treatment:** You're covered for reasonable emergency medical treatment you're required to pay for another person who has been injured due to an *occurrence* covered by this policy.
- 3) **Other expenses:** We'll reimburse you for any other reasonable expenses you suffer at our request, except for loss of earnings.

You also have extra coverage for *physical injury or property damage* you cause, even if you're not legally liable, but still want to pay for:

- 4) **Voluntary payment for medical expenses:** You're covered for uninsured medical expenses of someone you accidentally injure on your *premises*, as long as that person doesn't live with you (but *household employees* are covered). The maximum coverage provided is shown as Coverage "F" on your declaration page. Medical expenses are only covered if they're incurred within 1 year from the date of the *occurrence*.
- 5) **Voluntary payment for *property damage*:** You're covered for accidental *property damage* to the property of anyone that doesn't live with you, and that isn't covered under Section 1 of this policy. You're also covered for *property damage* intentionally caused by a child under 12 years old while that child is in your care. The maximum coverage limit is shown as Coverage "G" on your declaration page. We'll pay the lower of the coverage limit, the cost of repair, or the replacement value less depreciation.

The following extra coverages don't increase the Coverage "E" limit shown on your declaration page:

- 6) **Strata liability: (for *condo owners only*)** You're also covered up to the limit shown on your declaration page for your share of any judgment made against your *Strata Corporation or Association* that has been assessed to you. You're only covered if the type of loss or damage involved is covered by this policy, and provided we insure the *home* the assessment was made against. Special levies, maintenance fees, fines and strata insurance deductibles aren't covered.
- 7) **Additional insureds:** The following people are insured by this policy in the scenarios described below:
 - i. any person for *legal liability* in connection with your watercraft or dog. But no coverage exists if your watercraft or dog are being used for *business* purposes or without your permission.
 - ii. a *household employee* while working for you and in connection with the ownership, use or operation of motorized vehicle(s), trailer or camper unit that's covered by this policy.
 - iii. your legal representative for *legal liability* arising from the insured *premises* while they have temporary custody of the *premises* if you pass away while insured by this policy.

WHAT'S NOT COVERED (LIABILITY EXCLUSIONS)

It's important to know what your policy covers but it's just as important to know what it doesn't cover. Here are the exclusions that apply to Section 2 ("Your liability").

2.1.5 Some exclusions apply

Unless stated otherwise in this Section "arising from" means "directly, indirectly or in any way caused by or resulting from". Coverage is excluded regardless of whether other causes, covered or not, acted concurrently or in any sequence to produce the loss.

There's no coverage for claims arising from:

- 1) injury to anyone insured by this policy;
- 2) injury to anyone who lives with you, except *household employees*;
- 3) loss or damage to any property you own, occupy or that's in your care (coverage may be available under Section 1);
- 4) an *occurrence* that occurs outside the policy term;
- 5) your *legal liability* for punitive or exemplary damages, injunctive relief, or any form of judicial remedy. Only *compensatory damages* are covered;
- 6) anything involving watercraft, motorized vehicle(s), trailer(s), camper unit(s), *aircraft* or *aircraft* facilities, except those outlined in "What's covered" (2.1.2.4);
- 7) damage to any watercraft, motorized vehicle(s), trailer(s), or camper unit(s) or their equipment covered in 2.1.2.4;
- 8) any watercraft (except sailboats), motorized vehicle(s), trailer(s), or camper unit(s) or their equipment used in any race;
- 9) the use or operation of any watercraft or motorized vehicle(s) while rented to others, or that's used for *business* or carrying passengers for compensation;
- 10) your *business* or any *business* use of your *premises*, except as specifically provided for in this policy;
- 11) you providing, or failing to provide, a professional service;
- 12) any costs you incur or promise to pay without our permission including legal defence costs, emergency medical treatment, voluntary payments for medical expenses, or voluntary payments for *property damage*, except as outlined in 2.1.4.2;
- 13) the intentional or criminal actions of anyone this policy insures or anyone under their direction;
- 14) any liability applied under any workers' compensation statute;
- 15) the transmission of a communicable disease;
- 16) any form of defamation, libel or slander;
- 17) any form of abuse including, sexual, physical, psychological, and emotional abuse, molestation, harassment and electronic aggression. Negligent supervision leading to any form of abuse is also excluded;
- 18) the release of *pollutants* or contaminants at your *premises*;

- 19) any loss or expense arising from a government direction that you test for, monitor, clean up, remove, contain, treat, or neutralize *pollutants*. But these expenses are covered if they result directly from fire;
- 20) any damage or injury caused by *fungi* or *spores*;
- 21) the sale, production, storage or distribution of any *controlled substance*, regardless of whether you knew about it;
- 22) (applies to *condo owners* only) the ownership, use or occupancy of any property held by a *Strata Corporation* or *Association* (such as the *strata building* or *common assets*) unless your *Strata Corporation* or *Association* assesses related damages against you, in which case coverage may be available (2.1.4.6);
- 23) (applies to *condo owners* only) the ownership, use or occupancy of any property held by a *Strata Corporation* or *Association* (such as the *strata building* or *common assets*) if the *Strata Corporation* or *Association* has no liability insurance policy in force. This exclusion applies whether your *Strata Corporation* or *Association* assesses related damages against you, or not.
- 24) the production, storage, use or release of nuclear energy. Any liability required to be covered under a nuclear energy liability policy (issued by the Nuclear Insurance *Association* of Canada) is also excluded;
- 25) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military action;
- 26) *terrorism* or any measures taken to prevent or respond to *terrorism*, regardless of whether any other contributing cause exists that acts concurrently or in any sequence.

SECTION 3

Optional extras

You have the option to customize your BCAA Home Insurance policy by adding additional coverage. Details of these options are provided in this section. If you've purchased any of these coverages, they'll be noted on your declaration page.

3.1 Our promise to you

We agree to provide the insurance described in this Section, in return for the payment of premiums. Unless stated otherwise, all terms, conditions, limitations and exclusions within this policy remain unchanged and continue to apply.

3.2 Exclusions in this Section

Unless stated otherwise, when "caused by" is used in Section 3 to describe an exclusion, this means "directly, indirectly or in any way caused by or resulting from". Coverage is excluded regardless of whether other causes, covered or not, acted concurrently or in any sequence to produce the loss.

3.3 Outdoor *drain* and surface water coverage

3.3.1

With this extra coverage, we'll pay for *insured damage* to your property caused by:

- 1) water from a blocked or backed up outdoor *drain*, sewer, sump or septic tank;
- 2) water from heavy rainfall or snowmelt that's flowed over the ground before entering your *home* or detached structure(s).

All other terms, conditions, limitations and exclusions of this policy continue to apply. For example, damage caused by flooding from any natural water source remains excluded.

3.4 Flood coverage

3.4.1

With this extra coverage, we'll pay for *insured damage* to your property caused by fresh water that rises or escapes from any natural

source like a river or lake, or from a manmade fresh water source like a reservoir. You're covered up to the limit shown on the declaration page.

3.4.2

The applicable deductible for this coverage is shown on the declaration page.

3.4.3

A single flood includes all flooding that occurs over 7 consecutive days during the policy term. This means all loss or damage caused over 7 days from the first date of damage is counted as a single claim and the deductible only applies once. But there's no coverage for any damage caused by flooding after the policy expires.

3.4.4

(For home owners only, but not including *manufactured homes*): If it's necessary to completely rebuild your *home* following *insured damage* caused by flood (as described in 3.4.1), you don't have to rebuild on the same site or to the same kind and quality. We'll pay the lower of:

- a. what it would have taken to rebuild the *home* insured at the time of the loss; or
- b. the amount to build your new *home*; or
- c. your Coverage "A" and/or Coverage "B" limits shown on the declaration page.

If you do change site, "Guaranteed building replacement" (1.1.6.1) isn't available and we'll cover debris removal, additional living expenses and increased costs from bylaws up to the coverage limits for the *home* insured at the time of the loss. Any costs associated with the sale or purchase of property aren't covered.

You can change the design and materials used in your *home* if you wish, as long as doing so doesn't increase our total cost. If you want to handle all or any part of your claim on your own, you may take a cash settlement without depreciation. You must take a cash settlement without depreciation for your entire claim, except debris removal at the original site of the loss, and release us from all rebuild obligations if you choose to rebuild outside of B.C.

3.4.5

The following additional exclusions apply to this coverage extension. You're not covered for flooding caused by:

- a) tides; or
- b) wave; or
- c) rising of the water table.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.5 Underground line and pipe coverage (for *home owners only*)

3.5.1

With this extra coverage, you're covered for excavation costs to access and repair a burst or collapsed line on your property. You're also covered for the line's repair or replacement, and the replacement of excavated property.

3.5.2

Covered lines include underground *drains*, lines or pipes located outside your *home* but on your *premises* that transport waste, water, electricity or gas. You must own the line or be legally liable for its repair to be covered.

3.5.3

Sprinkler systems, water well systems, septic systems and heating/cooling systems aren't covered.

3.5.4

You're covered for costs to access and repair a burst or collapsed line on your property caused by:

- a) 1.1.13.1 wear and tear;
- b) 1.1.13.2 mold, rot, rust corrosion or condensation;
- c) 1.1.13.11 rodents, raccoons, skunks, insects, bats or birds;
- d) 1.1.13.14 faulty or defective workmanship, materials or design;
- e) 1.1.13.15 inherent vice or latent defect;
- f) 1.1.13.21 snow slide, landslide or earth movement;
- g) 1.1.13.22 settling, expansion, contraction, bulging, buckling, moving or cracking.

The exclusions listed above don't apply if they've caused damage as described.

3.5.5

The most we'll pay for this coverage is \$10,000 in total, less your deductible. Within this \$10,000 limit, any single tree or plant is limited to \$1,000.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.6 Extra roof leak coverage

3.6.1

With this extra coverage, you have broader coverage for loss or damage to your property caused by sudden and accidental water leaks through a roof or from around windows or skylights.

3.6.2

You're covered for damage to your property resulting from sudden water entry through your roof, windows or skylights caused by:

- 1) 1.1.13.1 wear and tear;
- 2) 1.1.13.6 faulty or defective workmanship, materials or design;
- 3) 1.1.13.11 rodents, raccoons, skunks, insects, bats or birds;

- 4) 1.1.13.15 inherent vice or latent defect;
- 5) 1.1.13.16 extreme changes in temperature.

The exclusions listed above don't apply if they've caused damage as described. You're not covered for loss or damage to the roof, windows or skylights themselves.

All other terms, conditions, limitations and exclusions of this policy continue to apply. For example, repeated or continuous water leaks and flooding from any natural water source remain excluded.

3.7 Earthquake coverage

3.7.1

With this extra coverage, you're covered for direct and resulting loss or damage caused by the shaking of an earthquake.

3.7.2

A higher deductible applies to this coverage (shown on the declaration page).

3.7.3

A single earthquake includes all shaking that occurs over 7 consecutive days during the policy term. This means all loss or damage caused over 7 days from the first shake is counted as a single claim and the deductible only applies once. But there's no coverage for any damage caused by shaking after the policy expires.

3.7.4

(For home owners only, but not including manufactured homes): If it's necessary to completely rebuild your *home* following *insured damage* caused by earthquake, you don't have to rebuild on the same site or to the same kind and quality. We'll pay the lower of:

- a) what it would have taken to rebuild the *home* insured at the time of the loss; or
- b) the amount to build your new *home*; or
- c) your Coverage "A" and/or Coverage "B" limits shown on the declaration page.

If you do change site, "Guaranteed building replacement" coverage (1.1.6.1) isn't available and we'll cover debris removal, additional living expenses and increased costs from bylaws up to the coverage limits for the *home* insured at the time of the loss. Any costs associated with the sale or purchase of property aren't covered.

You can change the design and materials used in your *home* if you wish, as long as doing so doesn't increase our total costs. If you want to handle all or any part of your claim on your own, you may take a cash settlement without depreciation. You must take a cash settlement without depreciation for your entire claim, except debris removal at the site of the loss, and release us from all rebuild obligations if you choose to rebuild outside of B.C.

All other terms, conditions, limitations and exclusions of this policy continue to apply. For example, damage caused by tsunamis and landslides remains excluded.

3.8 Bareland Strata Protection Coverage (Detached Home)

3.8.1

The following coverages do increase Your Property – Coverage A limit shown on your declaration page.

The most we will pay for all coverages in this section in total for any insured damage shall not exceed \$100,000 as listed in this section in any one *occurrence*.

3.8.2 Strata Deductible Assessment

With this extra coverage, we'll pay up to \$25,000 if your *Strata Corporation* or *Association* assesses any share of its insurance deductible to you following *insured damage to strata buildings* or *common assets* at a location you insure with us.

If your *Strata Corporation* or *Association* assesses any share of their policy deductible against you because of an earthquake, we will not pay more than \$2,500.

For this coverage to be available, the damage and assessment must both occur within the policy term and the assessment must be allowed under the usual rules of the *Strata Corporation* or *Association*. Special levies, maintenance fees and fines aren't covered.*

3.8.3 Strata Property Damage

With this extra coverage, we'll pay up to \$100,000 if your *Strata Corporation* assesses *property damage* costs to you following *insured damage to the strata buildings* or *common assets* at a location you insure with us. For this coverage to be available, the damage and assessment must both occur within the policy term and the assessment must be allowed under the usual rules of the *Strata Corporation*. Special levies, strata maintenance fees, fines and strata insurance deductibles aren't covered. (coverage for a strata insurance deductible may be available under 3.9 if it's assessed to you).

3.8.4 Strata Liability Assessment

With this extra coverage, we'll pay up to \$100,000 for your share of any judgment made against your *Strata Corporation* that has been assessed to you. You're only covered if the type of loss or damage involved is covered by this policy, and provided we insure the *home* the assessment was made against. Special levies, maintenance fees, fines and strata insurance deductibles aren't covered.

All other terms, conditions, limitations and exclusions of the policy continue to apply.

3.9 Scheduled property coverage

3.9.1

With this extra coverage, we'll pay up to the limit shown for each scheduled item for *insured damage*. If you decide not to replace a lost or damaged item, we won't deduct depreciation from a claim.

3.9.2

We'll also insure any additional item up to \$5,000, or replacement item if it's similar to an item already scheduled provided you add it to the policy within 30 days of purchase.

3.9.3

Pairs, parts and sets: If any piece or part of a pair, set or bigger assembled item suffers *insured damage*, we'll pay for the whole set or item provided:

- i. the piece or part can't be repaired or replaced; and
- ii. the entire pair or set is rendered totally unusable as a result of the loss or damage.

Otherwise we'll only pay for the lost part or piece.

All other terms, conditions, limitations and exclusions of this policy continue to apply, except exclusion 1.1.13.38 (sporting equipment damaged by its use) – so you're covered for it.

3.10 Watercraft coverage

3.10.1

With this extra coverage, we'll pay up to the limit shown for each scheduled watercraft for *insured damage*. If you decide not to replace a lost or damaged watercraft, we won't deduct depreciation from a claim.

3.10.2

We'll also insure up to \$5,000 for any item you buy that's similar to an item already scheduled, provided you add it to the policy within 30 days of purchase.

3.10.3

If your watercraft or its motor suffers *insured damage*, we'll pay up to \$50 per day, to a maximum of \$500 per policy year, for a substitute rental while it's being replaced or repaired. We'll also pay up to \$100 for towing expenses.

3.10.4

A motor listed on the policy will remain covered if you attach it to a rented or borrowed watercraft.

3.10.5

For covered losses, we'll pay the lower of the limit shown on the declaration page or the cost to repair or replace the insured property, less your deductible. A deduction for depreciation will be applied to claims for sails or protective covers.

3.10.6

Coverage is only available when the scheduled watercraft is located within Canada or the U.S.A.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.11 Glass coverage

3.11.1

With this extra coverage, you're covered for accidental breakage of glass that forms part of your *home*, like in windows or doors.

3.11.2

No coverage for glass breakage exists if your *home* is *vacant* for more than 30 consecutive days, being built or undergoing *substantial renovations* (unless you're living in the *home* at the time of the construction or renovations).

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.12 Zero deductible glass coverage

3.12.1

With this extra coverage, no deductible applies to covered claims for glass that forms part of your *home*, like in windows or doors.

3.12.2 (For condo owners only) Your Coverage "C" is extended to cover accidental breakage of glass (like in windows or doors) forming part of your unit. This extension doesn't apply if your home is vacant for more than 30 consecutive days, being built or undergoing substantial renovations (unless you're living in the home at the time of the construction or renovations)

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.13 Under construction coverage

3.13.1

With this extra coverage, you're covered for accidental glass breakage and for loss or damage caused by water, theft (except for theft of contractor's property) and vandalism while your *home* is under construction.

3.13.2

If you have any of the following coverages added to your policy, this coverage also reinstates them for the period of construction:

- a) 3.3 Outdoor *drain* and surface water coverage;
- b) 3.4 Flood coverage;
- c) 3.6 Extra roof leak coverage.

3.13.3

Homes are considered under construction when they're being built new (from the time the foundation is laid) or if they're undergoing *substantial renovation* that you've temporarily moved out for. Construction is complete when the work is finished or you've moved into the *home*, whichever is sooner.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.14 Vacancy coverage

3.14.1

With this extra coverage, you're covered for glass breakage and for loss or damage caused by water or vandalism while your *home* is *vacant* for more than 30 consecutive days.

3.14.2

If you have any of the following coverages added to your policy, this coverage also reinstates them for the period the *home* is *vacant*:

- d) 3.3 Outdoor *drain* and surface water coverage;
- e) 3.4 Flood coverage;
- f) 3.6 Extra roof leak coverage.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.15 Storage coverage

3.15.1

Your personal property is covered while being stored at the storage address shown on your declaration page. The coverage limit is shown on your declaration page and the coverage terms, conditions and exclusions are the same as those in Sections 1, except for the changes below.

3.15.2

Some additional exclusions apply:

In addition to the exclusions in 1.1.13, the following exclusions also apply. There's no coverage for loss or damage caused by:

- 1) theft or disappearance;
- 2) atmospheric conditions;

There's also no coverage for:

- 3) spoilage of food or drinks; and
- 4) money, cash cards, passports or travel documentation; and
- 5) financial records or documents; and
- 6) securities and bullion; and
- 7) plants or animals; and
- 8) jewellery, watches, gems and precious metals; and
- 9) furs; and
- 10) collectible coins, cards and comic books; and
- 11) manuscripts and stamps; and
- 12) tools or equipment used for *business*; and
- 13) watercraft.

3.15.3

For *insured damage* we'll pay the lower of:

- 1) the cost to repair or replace the property as new (for items kept in good condition); or
- 2) the cost to repair or replace the property less depreciation (for items not kept in good condition); or
- 3) the policy limit.
- 4) For *fine arts*, we'll pay the cost to repair or replace the lost or damaged item(s), less depreciation (condition at the time of the loss will be considered).

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.16 Rented *home* coverage

3.16.1

Your rented *premises* is covered up to the limits shown on your declaration page. The coverage terms, conditions and exclusions are the same as those in Sections 1 and 2, except for the changes below.

3.16.2

This coverage allows you to rent out your entire *premises*. Therefore the following parts of the policy are amended as follows:

- 1) 1.13.31 "any structures used for *business*" exclusion doesn't apply to rental activity
- 2) 2.1.2.5i "renting out your *premises* occasionally" is deleted
- 3) 2.1.2.5ii "renting out part of your *premises*" is replaced with "renting out your *premises*"

3.16.3

Some of the extra coverages don't apply to your rented *premises*.

There's no coverage for:

- a. 1.1.8.1c personal property in a storage facility or transit; and
- b. 1.1.10.1 personal property in a care facility; and
- c. 1.1.10.4 unauthorized financial transactions; and
- d. 1.1.10.12 spare automobile parts; and
- e. 1.1.10.13 food spoilage.

3.16.4

Coverage "D" (Additional Living Expenses) is limited to coverage for fair rental income only. Additional living expenses caused by *insured damage*, evacuation or prevented access to your *home* aren't covered (all as fully described in Coverage "D").

3.16.5

An additional exclusion applies:

- i. Breakage of glass that forms part of any structure (like in windows or doors) isn't covered.*

3.16.6

Section 2 ("Your liability"): You're covered for:

a) your *legal liability* to pay *compensatory damages* for claims arising from *occurrences* during the policy period that cause *physical injury* or *property damage* by the ownership, use or occupancy of your *premises*, or if you assume *legal liability* of others for your *premises* through a written contract. (2.1.2.1b). Your associated legal defence costs are also covered.

b) (**for condo owners only**) your share of any judgment made against your *Strata Corporation* or *Association* that's been assessed to you, up to a limit of \$1,000,000. You're only covered if the type of loss or damage involved is covered by this policy, and provided we insure the *home* the assessment was made against. Special levies, maintenance fees, fines and strata insurance deductibles aren't covered (2.1.4.6)

You also have extra coverage for *physical injury* or *property damage* you cause, even if you're not legally liable, but still want to pay for:

c) Voluntary payment for medical expenses: You're covered for uninsured reasonable medical expenses of someone injured unintentionally or accidentally on your *premises*, as long as that person doesn't live with you (but *household employees* are covered). This coverage is available even though *you* are not legally liable. The maximum coverage provided is shown as Coverage "F" on your declaration page. Medical expenses are only covered if they're incurred within 1 year from the date of the *occurrence*.

d) Voluntary payment for property damage: You're covered for accidental *property damage* to the property of anyone that doesn't live with you, and that isn't covered under Section 1 of this policy. You're also covered for *property damage* intentionally caused by a child under 12 years old while that child is in your care. The maximum coverage limit is shown as Coverage "G" on your declaration page. We'll pay the lower of the coverage limit, the cost of repair, or the replacement value less depreciation.

All other coverages under Section 2 are deleted.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.17 Short-term rental coverage

3.17.1

With this coverage extension, you're allowed to rent out part or all of your *premises* for the amount of time (in total) shown on the declaration page. Coverage is subject to:

- i. a maximum of 2 short-term rental groups renting the *premises* at any 1 time; and
- ii. no bedrooms or self-contained suites shared by multiple booked groups.

You're covered up to the limits shown on the declaration page for your *home*. All coverage terms, conditions, exclusions and definitions are the same as those in Sections 1-5, except for the changes below.

3.17.2

Uninsured personal property of short-term *renters* is covered up to \$1,500 while it's on your *premises*.

3.17.3

Coverage for fair rental income (1.1.11.1b) from short-term *renters* in your *home* is limited to the lower of:

- a. rental income you reasonably expected to receive while the rented area(s) can't be used due to *insured damage*; or
- b. the number of unused days for short-term rental coverage you purchased; or
- c. the remaining Coverage "D" limit after any other covered additional expenses caused by the loss *occurrence* has been paid, if applicable.

3.17.4

There's no coverage for claims arising from:

- i. any damage or injury caused by loaned or rented sports equipment, watercraft and their accessories; or
- ii. a short-term *renter's* use or operation of any wood-burning fireplace or solid fuel-burning appliance.

No coverage is available under this extension if any areas of your *premises* are used for *business* while rented out on a short-term basis.

3.17.5

Coverage for *legal liability* for claims arising from renting out part or all of your *premises* (as outlined in 3.18.1) is limited to the lower of:

- 1) your Coverage "E" limit shown on the declaration page; or
- 2) \$2,000,000 for any one claim on the policy.

3.17.6

Special levies, fees, fines and maintenance fees aren't covered.

3.17.7

A minimum of \$2,500 deductible applies if *insured damage* is caused by any short-term *renter(s)* or their guest(s). Unless a higher deductible is shown on the declaration page.

3.17.8

Under this coverage extension, "**short-term renter**" means anyone who rents part or all of your *premises* for less than 6 months.

3.18 Rental income coverage

3.18.1

With this extra coverage, we'll pay for your loss of fair rental income if *insured damage* temporarily prevents your *renter(s)* from living in the *home*, or if a civil authority prevents access.

3.18.2

If you stop renting the *premises* permanently as a result of *insured damage*, we'll pay up to 25% of the coverage limit shown.

3.18.3

Any amount you save in expenses while the *home* can't be rented will be deducted from the claim settlement.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.19 Seasonal home coverage

3.19.1

Your seasonal *premises* is covered up to the limits shown on your declaration page. The coverage terms, conditions and exclusions are the same as those in Sections 1 and 2, except for the changes below.

3.19.2

Some of the extra coverages don't apply to your seasonal *premises*. There's no coverage for:

- 1) 1.1.7.5; 1.1.10.6 landscaping, trees, plants and lawns; and
- 2) 1.1.8.1c personal property in a storage facility or transit; and
- 3) 1.1.10.1 personal property in a care facility; and

- 4) 1.1.10.4 unauthorized financial transactions; and
- 5) 1.1.10.12 spare automobile parts; and
- 6) 1.1.10.13 food spoilage.

3.19.3

Reference to “fair rental income” in Coverage “D” (Additional Living Expenses) is deleted, and coverage is limited to additional living expenses caused by *insured damage*, evacuation or prevented access to your *home* only (all as fully described in Coverage “D”).

3.19.4

Some additional exclusions apply to your seasonal *premises*. There’s no coverage for loss or damage caused by:

- 1) vandalism*; or
- 2) theft and associated damage after the *home* has been broken into*; or
- 3) breakage of glass that forms part of any structure, like in windows or doors.*

3.19.5

For *insured damage* to your seasonal property, we’ll pay the lower of:

- a) the cost to repair or replace the property less depreciation; or
- b) the policy limit; or
- c) your financial interest in the property.

Guaranteed building replacement (1.1.6.1) isn’t available for your seasonal *home*.

3.19.6

Section 2 (“Your liability”): You’re covered for:

a. your *legal liability* to pay *compensatory damages* for claims arising from *occurrences* during the policy period that cause *physical injury* or *property damage* by the ownership, use or occupancy of your seasonal *premises*, or if you assume *legal liability* of others for your seasonal *premises* through a written contract. (2.1.2.1b). Your associated legal defence costs are also covered.

b. **(for *condo owners only*)** your share of any judgment made against your *Strata Corporation* or *Association* that’s been assessed to you, up to a limit of \$1,000,000. You’re only covered if the type of loss or damage involved is covered by this policy, and provided we insure the *home* the assessment was made against. Special levies, maintenance fees, fines and strata insurance deductibles aren’t covered (2.1.4.6).

c) Voluntary payment for medical expenses: You’re covered for uninsured reasonable medical expenses of someone injured unintentionally or accidentally on your *premises*, as long as that person doesn’t live with you (but *household employees* are covered). This coverage is available even though *you* are not legally liable. The maximum coverage provided is shown as Coverage “F” on your declaration page. Medical expenses are only covered if they’re incurred within 1 year from the date of the *occurrence*.

d) Voluntary payment for *property damage*: You’re covered for accidental *property damage* to the property of anyone that doesn’t live with you, and that isn’t covered under Section 1 of this policy. You’re also covered for *property damage* intentionally caused by a child under 12 years old while that child is in your care. The maximum coverage limit is shown as Coverage “G” on your declaration page. We’ll pay the lower of the coverage limit, the cost of repair, or the replacement value less depreciation.

All other coverages under Section 2 are deleted.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.20 Seasonal *home* theft and vandalism coverage

3.20.1

With this extra coverage, you’re covered for:

- 1) theft of your personal property after your seasonal *home* has been broken into. And we’ll pay up to \$500 for damage to the building caused by the theft.
- 2) vandalism to your seasonal *home*.

This coverage doesn’t apply when the *home* is *vacant* for more than 30 consecutive days or undergoing *substantial renovations*, unless you’re living in the *home* at the time of the renovations.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

3.21 Identity theft coverage

3.21.1

When this extra coverage says “you”, “your” or “you’re”, this means the person(s) named on the policy, their *spouse* and anyone under the age of 21 who lives with them and financially depends on them.

3.21.2

With this extra coverage, you’re covered up to the limit shown for costs you suffer following illegal access to your identity and/or credit, including:

- 1) credit card forgery;
- 2) fraudulent transfer or removal of funds from bank accounts;
- 3) long distance calls, notary fees and registered mail costs to resolve credit issues;

- 4) fees for re-application of loans originally declined due to fraudulent use of your identity;
- 5) costs incurred due to the fraudulent application for credit in your name;
- 6) legal defence costs for suits brought against you due to fraudulent use of your identity;
- 7) legal costs to restoring your credit history;
- 8) lost wages up to \$500 per week for 4 weeks while dealing with an identity theft issue.

3.21.3

The coverage limit shown is the total limit available, regardless of the number of people covered.

3.21.4

To have coverage you must follow the terms and conditions of the relevant financial institution that issued the card to you.

All other terms, conditions, limitations and exclusions of this policy continue to apply.

SECTION 4

Coverage conditions

These are some important General and Statutory Conditions that you should be aware of. They outline the roles and responsibilities of all parties of the contract.

4.1 General conditions

4.1.1

In addition to the conditions in 1.1.1.3, for insured damage to be paid you must:

- 1) take reasonable steps to prevent further damage or recover lost property. In return you'll receive reasonable compensation for expenses you've incurred;
- 2) report any vandalism, thefts or attempted thefts to the police;
- 3) submit a reasonably completed proof of loss form or written proof of claim when needed;
- 4) provide relevant information and documents to support your claim (as requested) and authorize or help us to collect information on your behalf;
- 5) when requested, help us in any legal actions;
- 6) when requested, submit to an examination under oath;
- 7) (Regarding claims under Coverage "E" - "Your liability") not take any legal action against us until you've initiated and fully participated in a mediation conference facilitated by a mediator who we're agreed upon. If we can't agree on a mediator one will be appointed by the Insurance Dispute Resolution Services of B.C.
- 8) if we make payment or assume liability, allow us to pursue recovery from others in your name (except from your *Strata Corporation* or *Association*, if applicable, for loss other than arson, fraud and vehicle impact), and co-operate with us in any reasonable manner as we pursue recovery. Any amounts recovered, less our expenses, will be shared fairly between us based on the loss each party has incurred;
- 9) (For "Voluntary payment for medical expenses" and "Employee compensation" coverages) have those injured submit to physical examination and provide relevant medical records.

4.1.2

Coverage changes

If we improve coverage for our insurance product at no additional charge, the improvement(s) will immediately apply to this policy if you're eligible for them. If we remove coverage, or if we change any of the policy's terms or conditions, we'll confirm this to you in writing.

4.1.3

Time limit to sue us

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

4.2 Standard Mortgage Clause

This clause protects your mortgagee's interest in your home, and has been approved by the Insurance Bureau of Canada. It must be shown exactly as it's written.

It is hereby provided and agreed that:

1) Breach of Conditions by Mortgagor, Owner or Occupant:

This insurance and every documented renewal thereof – AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN – is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy or the occupancy of the property for purposes more hazardous than specified in the description of the risk.

PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by this policy) shall be paid for by the Mortgagee – on reasonable demand – from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

2) Right of Subrogation:

Whenever the Insurer pays the Mortgagee any loss award under this Policy and claims that – as to the Mortgagor or owner – no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3) Other Insurance:

If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee – at law or in equity – then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

- 4) **Who May Give Proof of Loss:**
In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
- 5) **Termination:**
The term of this mortgage clause coincides with the term of the policy; PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.
- 6) **Foreclosure:**
Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

4.3 Statutory Conditions

These conditions come from the Insurance Act of British Columbia and must be shown exactly as they're written. Among others, they clarify:

- a) Your obligation to provide accurate information and how your insurance may be void if you don't;
- b) How the policy can be cancelled;
- c) Additional processes, responsibilities and rights following a loss;
- d) How quickly claims must be paid; and
- e) What happens if a claim is made fraudulently.

The full conditions are as follows:

- 1) **Misrepresentation:** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

- 2) **Property of others:** The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - a) otherwise specifically stated in the contract, or
 - b) the interest of the insured in that property is stated in the contract.
- 3) **Change of interest:** The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.
- 4) **Material change in risk:**
 - 1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - a) material to the risk, and
 - b) within the control and knowledge of the insured.
 - 2) If an insurer or its agent is not promptly notified of a change under subparagraph 1) of this condition, the contract is void as to the part affected by the change.
 - 3) If an insurer or its agent is notified of a change under subparagraph 1) of this condition, the insurer may
 - a) terminate the contract in accordance with Statutory Condition 5, or
 - b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
 - 4) If the insured fails to pay an additional premium when required to do so under subparagraph 3) b) of this condition, the contract is terminated at that time and Statutory Condition 5 2) a) applies in respect of the unearned portion of the premium.
- 5) **Termination of insurance:**
 - 1) The contract may be terminated
 - a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - b) by the insured at any time on request.
 - 2) If the contract is terminated by the insurer,
 - a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - b) the refund must accompany the notice unless the premium is subject to adjustment or

determination as to amount, in which case the refund must be made as soon as practicable.

- 3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 4) The 15 day period referred to in subparagraph 1) a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

6) Requirements after loss:

- 1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - a) immediately give notice in writing to the insurer,
 - b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,

- c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.

- 2) The evidence given, produced or furnished under subparagraph 1) c) and d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

- 7) Fraud:** Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

- 8) Who may give notice and proof:** Notice of loss under Statutory Condition 6 1) a) may be given and the proof of loss under Statutory Condition 6 1) b) may be made
- a) by the agent of the insured, if
 - i) the insured is absent or unable to give the notice or make the proof, and
 - ii) the absence or inability is satisfactorily accounted for, or
 - b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause a) of this condition.

- 9) Salvage:**
- a) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
 - b) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph 1) of this condition.

- 10) Entry, control, abandonment:** After loss or damage to insured property, the insurer has
- a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - b) after the insured has secured the property, a further right of access and entry by accredited

representatives sufficient to enable them to appraise or estimate the loss or damage, but

- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

11) In case of disagreement:

- 1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- 2) There is no right to a dispute resolution process under this condition until
 - a) a specific demand is made for it in writing, and
 - b) the proof of loss has been delivered to the insurer.

12) When loss payable: Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

13) Repair or replacement:

- 1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- 2) If the insurer gives notice under subparagraph 1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

14) Notice:

- a) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- b) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

SECTION 5

Definitions

Here are a few definitions of terms that are referenced throughout your policy. These words have been italicized so you know a definition is provided.

5.1 Applicable to Sections 1, 2, 3 & 4

- 1) ***“aircraft”*** means any device used or designed for flight including self-propelled missiles and spacecraft, except model or hobby *aircraft* not used or designed to carry people or cargo.
- 2) ***“business”*** means any regular activity undertaken for financial gain, including a trade, profession or occupation. Part-time *business* activities or secondary employment also qualify as *“business”* if they provide a regular source of income.
- 3) ***“common asset(s)”*** means personal property held by or on behalf of the *Strata Corporation* created pursuant to Section 2 of the BC Strata Property Act or *Association*.
- 4) ***“compensatory damages”*** means a sum of money awarded in a civil action by a court to indemnify a person for a particular loss, detriment, or injury suffered as a result of the unlawful conduct of another. *Compensatory damages* provide a plaintiff with the monetary amount necessary to replace what was lost, and nothing more. They are distinguished from punitive damages, which punish a defendant for his or her conduct as a deterrent to future commission of such acts.
- 5) ***“condo”*** means a unit within a *Strata Corporation* created pursuant to Section 2 of the BC Strata Property Act or *Association*.
- 6) ***“condo owner”*** means the owner of a unit forming part of property owned by a *Strata Corporation* or *Association*.
- 7) ***“controlled substance(s)”*** means a drug or chemical whose manufacture, possession, or use is regulated by government, but not including tobacco or alcohol, or cannabis if it’s in compliance with the Cannabis Act.
- 8) ***“data”*** means representation of information or concepts, in any form.
- 9) ***“domestic water container”*** means a device or apparatus, including swimming pools and hot tubs, on the *premises* for containing, heating, chilling, or dispensing water;
- 10) ***“drain(s)”*** means a fixture connected to the waste water and/or sewer drainage piping system for the purpose of removing water or sewage. It also includes *drain* tiles, downspouts and eavestroughs.
- 11) ***“fine art(s)”*** means and includes: paintings, etchings, pictures, manuscripts, statues, marbles, bronzes, tapestries, valuable rugs, antiques, rare books, porcelains, rare glass and other items of rarity, historical value or artistic merit.
- 12) ***“fungi”*** means any form of mold, yeast, mushroom, or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapor or gas produced by, or emitted from or arising out of any *fungi* or *spore(s)* or resultant mycotoxins, allergens or pathogens.
- 13) ***“ground water”*** means water in the soil beneath the surface of the ground, including but not limited to water in wells and in underground streams, and percolating waters.
- 14) ***“home(s)”*** (for owners and *renters* of *homes*) means the building, *manufactured home* or unit located at the address(es) described on the declaration page that you occupy, rent out or rent as a private residence.
- 15) ***“home(s)”*** (for owners and *renters* of *condos*) means the lot shown on a building plan located at the address(es) described on the declaration page that you occupy, rent out or rent as a private residence.
- 16) ***“household employee(s)”*** means people you employ to help maintain your *premises* or care for your family. They don’t include any employees of your *business*.
- 17) ***“insured damage”*** means a cause of loss or damage as described and limited for which this policy offers coverage.
- 18) ***“legal liability”*** means responsibility which courts recognize and enforce between persons who sue one another.
- 19) ***“manufactured home”*** means a pre-fabricated building, constructed according to the CSA Z240 building code, transported to a destination on a steel chassis to be occupied as a residential dwelling. This may also be referred to as a mobile *home*.
- 20) ***“occurrence(s)”*** means something that happens accidentally, unexpectedly or by chance. An *occurrence* can be a sudden event, a gradual series of incidents or a continuous condition, as long as it is fortuitous and happens during the policy term. A gradual series of incidents or a continuous condition constitutes a single *occurrence*.
- 21) ***“physical injury”*** means bodily injury, sickness, disease or resulting death but doesn’t include mental distress, upset and anxiety unless it results in *physical injury* or a recognized psychiatric illness.

- 22) **“pollutant(s)”** means any solid, liquid, airborne, gaseous, or thermal irritant or contaminant, including *smoke*, vapor, soot, fumes, acid, alkalis, chemicals, and waste. *Smoke*, within this definition of *pollutants* means, *smoke* caused from agricultural smudging or industrial operations.
- 23) **“premises”** (for owners and *renters of homes*) means the *home*, all other private buildings, attached and detached structures, grounds, land, garages, stables, other incidental outbuildings, private approaches and all other areas that you own or rent located at the address(es) described on the declaration page. Section 2 (“Your liability”) is also extended to include locations you’re temporarily staying at but don’t own, your family cemetery plots and burial vaults and vacant land in Canada that you own or rent, excluding farm land.
- 24) **“premises”** (for owners and *renters of condos*) means your unit and any areas that are reserved for your exclusive use located at the address(es) described on the declaration page, but doesn’t include the *strata building(s)*. Section 2 (“Your liability”) is also extended to include locations you’re temporarily staying at but don’t own, your family cemetery plots and burial vaults and vacant land in Canada that you own or rent, excluding farm land.
- 25) **“property damage”** means physical damage to, destruction of, or loss of use of tangible property.
- 26) **“renter(s)”** means one who rents property from another for dwelling purposes.
- 27) **“smoke”** doesn’t include *smoke* produced from the intentional burning of materials. But such *smoke* is included if the amounts of *smoke* produced from the intentional burning are significantly and accidentally excessive of what would be reasonably expected as a result of the intended burning.
- 28) **“spore(s)”** means any reproductive particle or microscopic fragment produced by or emitted from or arising out of any *fungi*.
- 29) **“spouse”** means a person married to, or living together with the insured in a Common-Law relationship as a domestic partner who has so lived with the insured continuously for a period of 1 year.
- 30) **“strata building(s)”** means the common property; but not the limited common property, as those terms are defined in Section 1 of the BC Strata Property Act, of a Strata Corporation, and includes:
- 1) fixtures as defined in the Regulations to the BC Strata Property Act;
 - 2) personal property held by or on behalf of a *Strata Corporation*;
 - 3) permanently installed outdoor equipment on the common property;
 - 4) outdoor swimming pool, outdoor hot tub and attached equipment on the common property;
- or similar common property as described in the bylaws of the *Association*.
- 31) **“strata corporation/association”** means a *strata corporation* or similar legal entity (e.g. *Cooperative Association* or *Homeowner Association*) representing unit owners, that manages the *premises*.
- 32) **“substantial renovation(s)”** means when the cost of renovations is greater than \$75,000 or when the duration of renovations is greater than 1 month. *Substantial renovations* include renovations, alterations and additions to the *home*.
- 33) **“terrorism”** means an ideologically motivated unlawful act(s), including but not limited to the use of violence or force, or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
- 34) **“vacant”** or **“vacancy”** means where all occupants have moved out with no intent to return and no new occupant has moved in, regardless of the presence of furnishings. For new *homes*, **“vacant”** means where no occupant has yet moved in, regardless of the presence of furnishings.
- 35) **“water main”** means a pipe forming part of a water distribution system which conveys consumable water, but not waste water, to a *home*.
- 36) **“weekly indemnity”** means 66.6% of your *household employee’s* weekly salary, but only up to \$100 per week.
- 37) **“wildfire”** means a large fire that’s spread quickly over woodland or brush.

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