

# Comprehensive Insurance Policy

Residential Strata Building



Effective July 1, 2012



**MEMBERSHIP  
IS REWARDING**

# Residential Strata Policy - Comprehensive

## How to Read and Understand Your Policy

The complete policy is made up of the application, this wording, and the declaration page(s) provided to You. This booklet defines the coverages offered by the BCAA Insurance Corporation through its duly appointed insurance agencies. It has been written as clearly as possible to help you better understand the insurance protection purchased. The declaration page(s) describes the property, the amounts of insurance provided and the premiums charged. There are a variety of coverages available and only those coverages for which a description and a premium are indicated on the declaration page(s) apply to this policy.

This policy wording consists of five sections:

- |   |   |
|---|---|
| <b>Section 1 – Property Coverages:</b>    | describes the insurance on the property and is stated on the declaration page as Rider C8.  |
| <b>Section 2 – Liability Coverages:</b>   | describes the insurance coverage in case You or an insured person under this policy are legally responsible for an injury to another person or damage to someone else's property. |
| <b>Section 3 – Optional Coverages:</b>    | describes optional coverages available to enhance this insurance protection.  |
| <b>Section 4 – Additional Conditions:</b> | describes additional conditions, which are applicable to Sections 1, 2 and 3.   |
| <b>Section 5 – Definitions:</b>           | describes the definitions, which are applicable to the entire policy, including Sections 1, 2, 3 and 4.   |

If you need any assistance in understanding the declarations or this wording booklet, just phone or visit one of our BCAA insurance agency representatives.

## Important

This policy contains various exclusions and limitations that eliminate or restrict coverage. Please read it carefully. Insurance cannot be a source of profit. It is only designed to indemnify the insured against losses or expenses insured under this policy.

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*.

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# Section 1. Property Coverages

## Residential Strata Policy - Comprehensive

### 1.1 Agreement

In consideration of the payment of the premium and when the declaration page indicates an amount or limit of insurance applies, we provide the insurance described under that coverage, subject to the terms and conditions set out.

The amounts of insurance are shown on the declaration page. A description of coverages follows.

### 1.2 Coverage A – Building

#### 1.2.1 Description of Coverage

**We insure:**

- 1) The Strata Building and attached structures.
- 2) Permanent structures or outbuildings on the premises separated from the Strata Building
- 3) Permanently installed outdoor equipment on the premises.
- 4) Swimming pools, hot tubs and attached equipment on the premises.
- 5) Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of the Strata Building or private structures on the premises.

#### 1.2.2 Extensions of Coverage

These extensions of coverage do not increase the amounts of insurance stated in the policy.

**We insure:**

- 1) Strata Building Fixtures and Fittings: You may apply up to ten percent (10%) of the amount of insurance on the Strata Building to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.
- 2) Zoning Bylaws: At Your option, You may apply up to \$10,000 of Coverage A – Building limit for losses or increased costs of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.
- 3) Lock replacement: If as a result of theft, it is necessary to replace or alter the locks on the Strata Building; we will pay up to \$1,000.
- 4) Fire department service charge: We will pay any charges for which You are legally responsible up to \$2,000, if the fire department was called because of a fire in, on, or exposing the premises. No deductible applies to this coverage.
- 5) Outdoor trees, shrubs, plants, lawns, permanent ornamental landscaping structures or rockeries: You may apply up to five percent (5%) in all, of the amount of insurance on the Strata Building to trees, shrubs, plants, lawns, permanent ornamental landscaping structures or rockeries on the premises. We will not pay more than \$1,000 for any one (1) tree, shrub or plant including debris removal expenses. We insure these items (except those grown for commercial purposes) against loss caused by fire, lightning, explosion, theft, impact by aircraft or land vehicle, riot, vandalism or malicious acts only.

## Property Coverages Cont'd

- 6) **Debris removal:** We will pay the cost of cleaning and removal of debris as a result of a loss from an Insured Peril. However, if debris removal is made necessary by a tree striking the exterior and causing resulting insured damage to the Strata Building or structures on the premises, we will pay for tree removal up to a maximum limit of \$500.
- 7) **Property removed:** If it is necessary to remove insured property from the premises to protect it from loss or damage, it is insured by this policy for seven (7) days or until the policy term ends – whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all insured property at the time of loss.
- 8) **Tear out:** If any walls, ceilings or other parts of the Strata Building or structure must be removed or torn apart so that water damage covered by this policy can be repaired, we will pay the cost of repairing that which had to be torn apart. The cost of tearing out and replacing property to repair damage related to outdoor domestic water containers or a public water main is not insured.
- 9) **Common Assets, on premises:** You may apply up to five percent (5%) of the amount of insurance on the Strata Building to insure common assets which are incidental to the ownership, maintenance or repair of the Strata Building while situated on the premises.
- 10) **Common Assets, in storage:** You may apply up to five percent (5%) of the amount of insurance on the Strata Building to insure common assets which are incidental to the ownership, maintenance or repair of the Strata Building that are stored in a warehouse, against the peril of theft only. Common Assets kept at any other location are not insured.
- 11) **Books of account:** You may apply up to \$2,000 of the amount of insurance on the Strata Building to insure books of account, drawings, card index systems and other records.
- 12) **Computer Equipment:** You may apply up to \$2,000 of the amount of insurance on the Strata Building to insure computer equipment or software.

### 1.3 Perils Insured

You are insured against ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE subject to the exclusions and conditions in this policy.

### 1.4 Loss or Damage Not Insured

In this section of the policy, the words “caused by” mean “directly, indirectly or in any way caused by or resulting from” and exclude coverage for the specified loss or damage regardless of whether other causes, covered or not, acted concurrently or in any sequence to produce the loss.

#### **We do not insure:**

- 1) Strata Buildings, Strata Units or structures used in whole or in part for business or farming purposes;
- 2) any property lawfully seized or confiscated, unless destroyed to prevent the spread of fire;
- 3) any property illegally acquired or kept, or stored or transported, or imported, or property subject to forfeiture;
- 4) books of account and evidences of debt or title (except as may be provided elsewhere in this policy);

## Property Coverages Cont'd

- 5) losses or increased costs of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services (except as may be provided elsewhere in this policy);
- 6) the cost of making good:
  - a) faulty or improper material;
  - b) faulty or improper workmanship;
  - c) faulty or improper design,provided however, to the extent otherwise insured and not otherwise excluded under this policy, resultant damage to the property is insured;
- 7) loss or damage caused by or comprising wear and tear, deterioration, rust or corrosion, inherent vice, latent defect, or wet or dry rot, or "fungi" or "spores";
- 8) loss or damage caused by contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
- 9) loss or damage caused by radioactive material;
- 10) loss or damage caused by snow slide, landslide or other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
- 11) property while undergoing a process involving the application of heat, but resulting damage to other property is insured;
- 12) loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 13) loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage that results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- 14) loss or damage occurring if all the Strata Units are to the knowledge of the Strata Corporation vacant or unoccupied for more than thirty (30) consecutive days;
- 15) loss or damage caused by any intentional or criminal act or failure to act by:
  - a) any person insured by this policy;
  - b) any other person at the direction of any person insured by this policy;
- 16) property at any national or international exhibition or exposition for the purpose of exhibition;
- 17) loss or damage caused by:
  - a) erasure, destruction, corruption, misappropriation, or misinterpretation, of data;
  - b) error in creating, amending, entering, deleting or using data;
  - c) inability to receive, transmit or use data,unless the loss or damage results from fire, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, volcano, tsunami, freeze or weight of snow;
- 18) loss or damage caused by earthquake. If the earthquake results in fire or explosion, we will pay only for the resulting loss or damage from the fire or explosion;
- 19) loss of or damage to:
  - a) motorized vehicles or their equipment (except for watercraft, lawn mowers, other gardening equipment or snow blowers);
  - b) camper units, truck caps, trailers, or their equipment;
  - c) aircraft or their equipment,in this case, equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
- 20) loss or damage caused by or comprising marring or scratching of any property or breakage of any fragile or brittle articles unless caused by a Specified Peril;

## Property Coverages Cont'd

- 21) loss or damage caused by water **unless the loss or damage resulted from:**
- a) the sudden and accidental escape of water from a water main;
  - b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system, which is located inside the Strata Building. However such damage is not covered when the escape of water is caused by freezing of any part of the Strata Building within an unheated portion of the Strata Building during the usual heating season.  
You are not insured if the escape of water is caused by freezing which occurs during the usual heating season if the occupants have been away from the premises more than four (4) consecutive days. However, if you had arranged for a competent person to enter your building or unit daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances, you would still be covered;
  - c) the sudden and accidental escape of water or steam from a domestic water container located within the Strata Building. However, such damage is not covered when the escape of water is caused by freezing;
  - d) the sudden and accidental entry of water, including rain or water from the melting of ice or snow, into the Strata Building through any opening in the roof which has been created by a Specified Peril other than Water Damage;
- but we do not insure loss or damage:**
- i) caused by continuous or repeated seepage or leakage of water;
  - ii) caused by the backing up or escape of water from a drain, drainpipe, sewer, sump or septic tank, which is located outside the Strata Building;
  - iii) caused by flood, ground water or rising of the water table;
  - iv) caused by surface water, unless the water escapes as described in (a) above;
  - v) to a water main;
  - vi) to a system or domestic water container from which the water escaped;
  - vii) occurring while the Strata Building is under construction or vacant even if we have given permission for construction or vacancy;
- 22) loss or damage to the Strata Building or property caused by domestic or household animals, in excess of \$2500;
- 23) loss or damage caused by or comprising settling, expansion, contraction, moving, bulging, buckling or cracking;
- 24) loss of or damage to the contents of plumbing, heating or air conditioning systems;
- 25) outdoor radio and television antennae, satellite receivers measuring more than forty (40) inches in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
- 26) outdoor equipment, pavements, patios, swimming pools, hot tubs, foundations, retaining walls, bulkheads, pilings, piers, wharfs, docks, underground pipes, flues, drains, cesspools and septic tanks, where loss or damage is caused by:
- a) collapse of the building or any of its parts;
  - b) freezing or thawing;
  - c) the weight or pressure of ice, water, snow or sleet, whether wind driven or not;
- 27) loss or damage caused by extremes of temperature;
- 28) loss or damage caused by mechanical breakdown;
- 29) loss or damage caused by vermin, raccoons, skunks, rodents or insects;
- 30) loss or damage caused by theft or attempted theft:
- a) from the part of the Strata Building or Strata Unit rented to others by any tenant, tenant's employee, or member of the tenant's household;
  - b) to property in or from a Strata Building or Strata Unit under construction or of materials and supplies for use in the construction until the Strata Building or

## Property Coverages Cont'd

Strata Unit is completed and ready to be occupied;

- 31) loss or damage caused by vandalism or malicious acts or glass breakage occurring while the Strata Building or Strata Unit or detached private structure is under construction or vacant, even if we have given permission for construction or vacancy;
- 32) loss or damage caused by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism, except for ensuing loss or damage which results directly from fire or explosion;
- 33) loss or damage to Strata Buildings, Strata Units, or structures, used in whole or in part for the cultivation, harvesting, storage, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within the Controlled Drugs and Substances Act SC 1996, c19, whether or not you have knowledge of such activity.

### 1.5 Specified Perils

Subject to the exclusions and conditions in this policy, "Specified Perils" means:

- 1) Fire;
- 2) Lightning;
- 3) Explosion;
- 4) Smoke Damage, meaning smoke damage from the sudden and accidental discharge of smoke from a heating or cooking apparatus, or from external sources, but excluding smoke from agricultural smudging or industrial operations;
- 5) Falling Objects which strike the exterior of the Strata Building, but not objects which strike the Strata Building because of snow slide, earthquake, landslide or other earth movement;
- 6) Impact by Aircraft or Land Vehicle;
- 7) Riot;
- 8) Vandalism or Malicious Acts;
- 9) Water Damage, meaning damage caused by:
  - a) the sudden and accidental escape of water from a water main;
  - b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system, which is located inside the Strata Building. However such damage is not covered when the escape of water is caused by freezing of any part of a plumbing, heating, sprinkler or air conditioning system within an unheated portion of the Strata Building during the usual heating season.

You are also not insured if the escape of water is caused by freezing which occurs during the usual heating season if you have been away from the premises more than four (4) consecutive days. However, if you had arranged for a competent person to enter the Strata Building or Strata Unit daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances, you would still be covered;
  - c) the sudden and accidental escape of water or steam from a domestic water container located within the Strata Building. However, such damage is not covered when the escape of water is caused by freezing;
  - d) the sudden and accidental entry of water, including rain or water from the melting of ice or snow, into the Strata Building through any opening in the roof which has been created by a Specified Peril other than Water Damage;
- 10) Windstorm or Hail;
- 11) Accident to a Land Vehicle, Watercraft or Aircraft;
- 12) Theft or Attempted Theft.



## Property Coverages Cont'd

### 1.6 Basis of Claim Payment

We will pay for insured loss or damage up to Your financial interest in the property, but not exceeding the applicable limit(s) of insurance for any loss or damage arising out of one (1) occurrence.

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Declaration Page in any one (1) occurrence, unless shown otherwise. The deductible applies to Section 1 – Property Coverages and Section 3 – Optional Coverages, as well as any extensions of coverage, unless shown otherwise within that coverage.

#### 1.6.1 Guaranteed Building Replacement – Coverage A

We agree to provide Guaranteed Replacement Cost for the Strata Building, not limited to the amount shown under Coverage A – Building on the declaration page, provided You:

- 1) Insure the Strata Building to one-hundred percent (100%) of the replacement cost, which we determine;
- 2) Accept any yearly adjustments, which we may make to Coverage A limits to reflect changes in construction costs;
- 3) Notify us of any addition or remodeling which increases the replacement cost of the Strata Building by \$5,000 or more within ninety (90) days from the start of construction and pay any resulting additional premium;
- 4) Repair or replace the damaged Strata Building on the same premises, with a building of the same occupancy constructed with materials of equivalent kind and quality. If the policy covers two (2) or more buildings, this one-hundred percent (100%) guaranteed building replacement coverage applies separately to each building.

If You do not fully comply with the above conditions, the applicable amount or policy limit shown on the declaration page shall apply to Coverage A – Building and the basis of claim payment will be according to the Optional Loss Settlement Clause.

##### 1.6.1.1 Optional Loss Settlement Clause

If the damaged or destroyed Strata Building is replaced on the same premises, with a building of the same occupancy constructed with materials of equivalent kind and quality within a reasonable time after the damage, You may choose the basis of loss settlement, either 1) or 2) below; otherwise, settlement will be as in 2).

- 1) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay the proportion of the cost of repair or replacement that the applicable amount of insurance bears to eighty percent (80%) of the replacement cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.
- 2) The Actual Cash Value of the damage at the date of the occurrence. We will pay the Actual Cash Value of the damage up to the applicable amount of insurance. The Actual Cash Value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

## Property Coverages Cont'd

### 1.7 Deductible

The deductible applies to Section 1 – Property Coverages and Section 3 – Optional Coverages, as well as any extensions of coverage, unless shown otherwise within that coverage.

We will pay only the amount by which the loss or damage insured exceeds the deductible stated on the declaration page, in any one (1) occurrence.

## Section 2. Liability Coverages

### 2.1 Agreement

This insurance applies only to accidents or occurrences that take place during the period this policy is in force. The amounts of insurance are shown on the declaration page. Each person insured is a separate insured but this does not increase the limit of insurance. A description of coverages follows.

### 2.2 Coverage E – Legal Liability

We will pay all sums that You become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises described on the declaration page.

The amount of insurance is the maximum amount we will pay, under one (1) or more Sections of Coverage E, F or G for all compensatory damages in respect of one (1) accident or occurrence regardless of the number of insureds against whom claims are made or actions are brought.

You are insured for claims made against You arising from:

#### 2.2.1 Premises Liability

Premises Liability – legal liability arising out of the ownership, use or occupancy of the premises defined in this policy. This insurance also applies if You assume, by a written contract, the legal liability of other persons in relation to the premises.

**We do not insure claims made against You arising from:**

- 1) damage to property You own, use, occupy or lease;
- 2) damage to property in Your care, custody or control;
- 3) damage to personal property or fixtures as a result of work done on them by You or anyone on Your behalf;
- 4) bodily injury to any person residing in the Strata Building other than a residence employee.

#### 2.2.2 Defence, Settlement, and Supplementary Payments

We will defend any suit against You for which it is insured under Coverage E alleging bodily injury or property damage and seeking damages, even if it is groundless, false or fraudulent. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

**In addition to the limit of insurance under Coverage E, we will pay:**

- 1) all expenses which we incur;
- 2) all costs charged against You in any suit insured under Coverage E;
- 3) any interest accruing after judgment, or where applicable, interest accruing from the date of the action, or determined by the Court, on that part of the judgment which is within the amount of insurance of Coverage E;
- 4) premiums for appeal bonds required in any insured lawsuit involving You and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
- 5) expenses which You have incurred for emergency medical or surgical treatment to

## Liability Coverages Cont'd

- others following an accident or occurrence insured by this policy;
- 6) reasonable expenses, except loss of earnings, which You may incur at our request.

### 2.3 Coverage F – Voluntary Medical Payments

We will pay reasonable medical expenses incurred within one (1) year of the date of the accident, if You unintentionally injure a person or if they are accidentally injured on the premises. This coverage is available even though You are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. Medical expenses for residence employees are insured.

The amount of insurance shown on the declaration page is the maximum amount we will pay for each person in respect of one (1) accident or occurrence.

#### **We will not pay:**

- 1) expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
- 2) medical expenses of persons residing in the Strata Building, other than residence employees;
- 3) medical expenses of any person covered by any Workers' Compensation statute;
- 4) for claims arising out of the ownership, use or operation of any motorized vehicle, trailer, camper unit or watercraft, except those for which coverage is shown in this policy.

#### 2.3.1 Conditions and Duties after a Loss

You shall arrange for the injured person, if requested, to:

- 1) give us, as soon as possible, written proof of claim, under oath if required;
- 2) submit to physical examination at our expense by doctors we select as often as we may reasonably require;
- 3) authorize us to obtain medical and other records.

Proofs and authorizations may be given by someone acting on behalf of the injured person.

### 2.4 Coverage G – Voluntary Payment for Damage to Property

We will pay for unintentional direct damage You cause to property even though you are not legally liable.

#### **We will not pay for claims:**

- 1) resulting from the ownership, use or operation of any motorized vehicle or watercraft except those for which coverage is provided in this policy;
- 2) for property You or Your tenants own or rent;
- 3) for damage to property which is insured under Section 1;
- 4) caused by the loss of use, disappearance or theft of property.

#### 2.4.1 Basis of Claim Payment – Coverage G

We will pay whichever is the least of the following:

- 1) the Actual Cash Value of the property at the time of loss;

## Liability Coverages Cont'd

- 2) what it would cost to repair or replace the property with materials of equivalent kind and quality at the time of loss;
- 3) the amount shown on the declaration page.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with You or the owner of the property. We may take over any salvage if we wish.

### 2.4.2 Conditions and Duties after a Loss

Within sixty (60) days after the loss, You must submit to us (under oath if required) a PROOF OF LOSS FORM containing the following information:

- 1) the amount, place, time and cause of loss;
- 2) the interest of all persons in the property affected;
- 3) the Actual Cash Value of the property at the time of loss.

If necessary, You must help us verify the damage.

## 2.5 Special Liability Limitations

### 2.5.1 Motorized Vehicles

#### 2.5.1.1 Vehicles You Own

You are insured against claims arising out of Your ownership, use or operation of:

- 1) self-propelled lawn mowers, snow blowers, garden-type tractors, or implements used or operated mainly on the property, provided they are not used for compensation or hire.

## 2.6 Loss or Damage Not Insured

(Applies to all Section 2 Liability Coverages)

**You are not insured for claims arising from:**

- 1) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 2) bodily injury or property damage that is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy limits or its termination;
- 3) any business use of the premises except as specified in this policy;
- 4) the rendering or failure to render any professional service;
- 5) bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - a) any person insured by this policy; or
  - b) any other person at the direction of any person insured by this policy;
- 6) the ownership, use or operation of any aircraft or premises used as an airport or landing facility, and all activities related to either;
- 7) the ownership, use or operation of any motorized vehicle, trailer, camper unit or watercraft except those for which coverage is provided in this policy;
- 8) the transmission of communicable disease by any person insured by this policy;

## Liability Coverages Cont'd

- 9) sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
- 10) bodily injury or property damage arising out of the release or escape of pollutants at any premises owned, rented or occupied by You or any person insured by this policy;
- 11) any loss, cost, or expense arising out of any governmental direction or request:
  - a) that You test for, monitor, clean up, remove, contain, treat, detoxify; or
  - b) to neutralize pollutants;except for ensuing loss or damage which results directly from fire;
- 12) any loss caused by or resulting from fungi or spore(s);
- 13) directly or indirectly, in whole or in part, out of Terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim;
- 14) any type of actual or alleged discrimination including discrimination due to sex, age or marital status, colour, race, creed or national origin or sexual orientation.

### 2.7 Conditions

#### 2.7.1 Notice of Accident or Occurrence

When an accident or occurrence takes place, You must promptly give us notice (in writing if required). The notice must include:

- 1) The Strata number and policy number;
- 2) the time, place and circumstances of the accident;
- 3) the names and addresses of witnesses and potential claimants.

#### 2.7.2 Co-operation

You are required to:

- 1) help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask;
- 2) immediately send us everything received in writing concerning the claim including legal documents.

#### 2.7.3 Unauthorized Settlements – Coverage E

You shall not, except at Your own cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

#### 2.7.4 Action Against Us – Coverage E

No action shall lie against us unless, as a condition precedent thereto:

- 1) You have initiated and participated fully in a mediation conference with a mutually agreed upon mediator, under the Mediation Rules of the Insurance Dispute Resolution Services of British Columbia (or such other mediation rules as may be mutually agreed). If a mediator cannot be mutually agreed upon then one will be appointed by the Insurance Dispute Resolution Services of British Columbia (or such other

## Liability Coverages Cont'd

- organization as may be mutually agreed);
- 2) there shall have been full compliance with all of the terms of this policy; and
  - 3) the amount of Your obligation to pay shall have been finally determined either by judgment against You after actual trial, or by written agreement of You, the claimant and us.

Nothing contained in this policy shall give any person or organization any right to join us as a co-defendant in any action against you to determine your liability.

Bankruptcy or insolvency of the Insured shall not relieve the Insurer of any of its obligations hereunder.

### **2.7.5 Action Against Us – Coverage F**

No suit may be brought against us until You have fully complied with all the terms of this coverage.

### **2.7.6 Action Against Us – Coverage G**

No suit may be brought against us until:

- 1) You have fully complied with all the terms of this coverage, nor
- 2) Sixty (60) days after the written proof of loss form has been filed with us.

## Section 3. Optional Coverages

### 3.1 Agreement

In consideration of payment of the premium shown, and/or when the declaration page indicates an amount or limit of insurance applies, we provide the insurance described under these riders/endorsements, subject to the terms and conditions set out.

The amounts of insurance are shown on the declaration page. A description of coverages follows.

#### 3.1.1 Loss or Damage Not Insured

In this Section 3 of the policy, the words “caused by” mean “directly, indirectly or in any way caused by or resulting from” and exclude coverage for the specified loss or damage regardless of whether other causes, covered or not, acted concurrently or in any sequence to produce the loss.

### 3.2 Building By-Law Rider No. R13

#### 3.2.1 Description of Coverage

If there is a loss incurred from an insured peril of this policy, we will pay the additional cost of demolition, repair or construction which is required to comply with any law regulating demolition, repair or construction of the Strata Buildings up to the limit shown on the declaration page under this Rider.

#### 3.2.2 Loss or Damage Not Insured

**We will not pay:**

- 1) more than the amount or limit of insurance shown on the declaration page;
- 2) more than the minimum amount required to comply with any law;
- 3) the additional cost, unless the Strata Building is actually repaired, rebuilt or replaced on the same premises with a Strata Building of the same occupancy, constructed with materials of equivalent kind and quality.

If we insure more than one (1) Strata Building under this Rider, this Rider applies to each Strata Building separately.

#### 3.2.3 Deductible

There is no deductible applicable to this Rider.

### 3.3 Earthquake Rider No. R6

#### 3.3.1 Description of Coverages

We agree to extend the insurance provided to the coverages indicated on the declaration page under this Rider, to include direct loss or damage caused by the tremor or shaking from an earthquake.

This coverage does not increase the amounts of insurance stated in the policy.



## Optional Coverages Cont'd

### 3.3.2 Loss or Damage Not Insured

**We do not insure loss or damage:**

- 1) caused by lightning, theft, flood of any nature, waves, tidal waves, high water, water-borne objects or ice, whether or not caused by or attributable to earthquake;
- 2) caused by wind, hail, rain, or snow unless the Strata Building or Strata Unit we insure is first damaged by the direct force of an earthquake making an opening in the roof or walls of the building or unit. We will then pay for damage caused by wind, hail, rain, or snow which enters the Strata Building or Strata Unit through such an opening, as the direct result of the earthquake;
- 3) caused by any earthquake shocks, which occur before this Rider becomes effective or after the policy expires.

### 3.3.3 Deductible

For each single earthquake claim, we will pay only the amount of loss or damage, which exceeds the deductible shown on the declaration page for this Rider.

A single earthquake is one in which all earthquake shocks occurring within any period of one-hundred sixty-eight (168) consecutive hours during the policy term shall be deemed a single earthquake for the purpose of this Rider.

## 3.4 No Glass Deductible Rider No. R4

### 3.4.1 Description of Coverage

The deductible clause in this policy does not apply to loss or damage to glass that forms part of the Strata Building or private structures on your premises, including glass in storm windows and doors.

### 3.4.2 Loss or Damage Not Insured

**We do not insure:**

- 1) loss or damage occurring while a Strata Building in which the glass is located is under construction or vacant even if we have given permission for construction or vacancy;
- 2) loss or damage resulting from any intentional or criminal act or failure to act by:
  - a) any person insured by this Rider; or
  - b) any other person at the direction of any person insured by this Rider;
- 3) loss or damage caused directly or indirectly by snow slide, earthquake, landslide or other earth movement.

### 3.4.3 Deductible

There is no deductible applicable to this Rider.

## Optional Coverages Cont'd

### 3.5 DrainGuard Rider No. R5A

#### 3.5.1 Description of Coverage

We agree to extend the insurance provided under Section 1 to include direct loss or damage to property insured under Coverage A caused by the sudden and accidental escape of water resulting from the backup or blockage of a private drain, drainpipe, drain tile, eaves trough, downspout, sewer, sump or septic tank, which is external to the Strata Building and which is situated on the insured premises.

#### 3.5.2 Loss or Damage Not Insured

**We do not insure loss or damage:**

- 1) caused by flood; or
- 2) caused by continuous or repeated seepage or leakage of water; or
- 3) to a water main; or
- 4) to a system or domestic water container from which the water escaped; or
- 5) occurring while the Strata Building or Strata Unit insured is under construction or vacant, even if we have given permission for construction or vacancy.

#### 3.5.3 Deductible

We will pay only the amount by which the loss or damage insured exceeds the deductible stated on the declaration page, in any one (1) occurrence.

### 3.6 RoofGuard Rider No. R5B

#### 3.6.1 Description of Coverage

We agree to extend the insurance provided under Section 1 to include direct loss or damage to property insured under Coverage A caused by the sudden and accidental entry of water, including rain or water from the melting of ice or snow, into the Strata Building through an opening in the roof or an opening around skylights or windows.

#### 3.6.2 Loss or Damage Not Insured

**We do not insure loss or damage:**

- 1) caused by flood; or
- 2) caused by continuous or repeated seepage or leakage of water; or
- 3) to a water main; or
- 4) to a system or domestic water container from which the water escaped; or
- 5) occurring while the Strata Building or Strata Unit insured is under construction or vacant, even if we have given permission for construction or vacancy.

#### 3.6.3 Deductible

We will pay only the amount by which the loss or damage insured exceeds the deductible stated on the declaration page, in any one (1) occurrence.

## Section 4. Additional Conditions

### 4.1 Statutory Conditions

- 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.

## Additional Coverages Cont'd

- 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 wilful 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 wilfully 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:
  - 1) 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

## Additional Conditions Cont'd

- damage to the property.
- 2) 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 by 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:
- 1) 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.
  - 2) 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.

## Additional Conditions Cont'd

### 4.2 Other Conditions

- 1) Duties after loss: After submission of reasonably sufficient proof of a loss in respect of a loss which may be insured under Section 1 each of you may be required separately to:
  - i) submit to examination under oath,
  - ii) produce for examination all documents in their possession or control that relate to the application for insurance and proof of loss, and
  - iii) permit extracts and copies of such documents to be made, all at a reasonable place and time designated by us.
- 2) Notice to authorities: Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
- 3) No benefit to bailees: It is warranted by the insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.
- 4) Pair and set: In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.
- 5) Parts: In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
- 6) Sue and labour: It is the duty of the insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
- 7) Basis of settlement: Unless otherwise provided, the insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 8) Subrogation: We will be entitled to assume all your rights of recovery against others and may bring action in your name to enforce these rights when we make payment or assume liability under this policy.

However, if you are a Strata Unit Owner or a Strata Corporation, we agree to waive our rights to any claim against the Strata Corporation, its Strata Council members, property managers, agents and employees, except for arson, fraud and vehicle impact.

We shall not consider independent contractors as being agents or employees of the Strata Corporation, its Strata Council members, property managers or of the strata lot owners.

The amount recovered less the costs of recovery will be shared between You and us in proportion to the loss that each has borne. You shall sign and deliver all related papers and cooperate with us in any reasonable manner to secure such rights.

Your right to recover from us is not affected by any release from liability entered

## Additional Conditions Cont'd

into by you prior to loss.

- 9) Automatic Reinstatement: Any loss or damage shall not reduce the amounts of insurance provided by this policy.
- 10) More than One (1) Insured: Where the insurance applies to the property of more than one (1) person our total liability is limited in the aggregate to the amount or limit of insurance indicated on the declaration page.
- 11) Liberalization Clause: If we adopt any revision, which would broaden coverage under this policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.
- 12) Changes in Policy: No waiver or change of any provision of this policy may be made except by us in writing. Except as provided herein, all the terms and conditions of this policy shall have full force and effect.
- 13) Inflation Protection Provision: On the renewal date of this policy, we will automatically adjust the limits of insurance for Section 1 – Property Coverages, to reflect changes in the annual inflation rate.
- 14) More Than One (1) Policy: If you have other insurance on specifically described property, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases our policy will pay its rateable proportion of the loss or claim.

If you have other insurance on liability which applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

If you have other insurance coverage on liability with us which applies to a loss or claim, the maximum limit payable by us per occurrence or accident would be that of the higher limit of liability coverage provided under a single policy and not the combined limit of all coverages from all policies.

## Section 5. Definitions

### 5.1 Applicable to Sections 1, 2, 3 and 4

These definitions are applicable to the entire policy, including Sections 1, 2, 3 and 4. They have the same meaning throughout the policy unless otherwise modified in a Rider or Endorsement.

- 1) "Actual Cash Value" means we will pay the actual cash value of the damage up to the limit of insurance purchased. The Actual Cash Value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition immediately before the damage, obsolescence, the resale value and the normal life expectancy.
- 2) "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.
- 3) "Audio and Video Media" means compact discs, digital video disks, records, tapes, or any media for the storage or replay of music or video.
- 4) "Bodily Injury" means bodily injury, sickness or disease or resulting death.
- 5) "Building" means under Section 1 Property Coverages; the building described on the declaration page, occupied as a private residence.
- 6) "Burglary" means theft of property from the premises following illegal and forcible entry or exit, leaving visible marks at the point of forced entry or exit.
- 7) "Business" means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.
- 8) "Business Premises" means premises on which a business is conducted, premises rented in whole or in part to others, or held for rental.
- 9) "Business Property" means any property pertaining to or intended for use in business.
- 10) "Civil Authority" means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province and/or any person acting with authority under Federal, Provincial or Territorial legislation, with respect to the protection of persons and property in the event of an emergency.
- 11) "Common Assets" means property held by or on behalf of a Strata Corporation.
- 12) "Data" means representation of information or concepts, in any form.
- 13) "Declaration Page" refers to that part of the policy document that uniquely describes which coverages have been purchased.
- 14) "Domestic Water Container" means a device or apparatus including swimming pools, for personal use on the premises for containing, heating, chilling or dispensing water. It does not include any drain, drainpipe, drain tile, eaves trough, downspout, sewer, sump or septic tank.
- 15) "Fire Protection Equipment" includes tanks, water mains, hydrants, valves and any other equipment, whether used solely for fire protection or jointly for fire protection and other purposes, but does not include:
  - a) branch piping from a joint system where such branches are used entirely for purposes other than fire protection; or
  - b) any water mains or appurtenances located outside of the described premises and forming a part of the public water distribution system; or
  - c) any pond or reservoir in which the water is impounded by a dam.
- 16) "Flood" means waves, tides, tidal waves and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made and whether wind driven or not;
- 17) "Fungi" means any form of mould, yeast, mushroom, or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced



## Definitions Cont'd

by, or emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.

- 18) "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.
- 19) "Insured Peril" means a cause of loss or damage as described and limited for which this policy offers coverage.
- 20) "Legal Liability" means responsibility which courts recognize and enforce between persons or corporations who sue one another.
- 21) "Pollutants" 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.
- 22) "Premises" means the land contained within the lot lines on which the Strata Building is situated, including areas under adjoining sidewalks and driveways;
- 23) "Replacement Cost" means the cost, on the date of loss or damage, of the lesser of:
  - a) repairing the property with materials of equivalent kind and quality; or
  - b) replacing the property with new articles of equivalent kind and quality as are generally comparable and currently available.
- 24) "Residence Employee" means a person employed by You to perform duties in connection with the maintenance or use of the insured premises. This includes persons who perform household or domestic services or duties of a similar nature for You. This does not include persons while performing duties in connection with any business.
- 25) "Residential Strata Corporation" means a Strata Council formed by the private resident owners of the Strata Units.
- 26) "Robbery" means theft of personal property by violence or threat of violence to any person.
- 27) "Spore(s)" means any reproductive particle or microscopic fragment produced by or emitted from or arising out of any fungi.
- 28) "Strata Building" means:
  - a) the buildings shown on a strata plan that are not part of a Strata Unit, and
  - b) pipes, wires, cables, chutes, ducts and other facilities for passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:
    - i) within a floor, wall or ceiling that forms a boundary:
      - (1) between a Strata Unit and another Strata Unit;
      - (2) between a Strata Unit and the common property; or
      - (3) between a Strata Unit and common property and another parcel of land;or
    - ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another Strata Unit or the common property; and includes:
      - (1) Strata Building Fixtures;
      - (2) Common Assets;
      - (3) any building shown on the strata plan filed by You;
      - (4) materials, equipment and supplies located on or adjacent to the premises intended for use in maintenance, construction, alterations, or repairs of the building or private structures on the premises or for building services;
      - (5) permanently installed outdoor equipment on the common property;

## Definitions Cont'd

- (6) outdoor swimming pool, outdoor hot tub and attached equipment on the common property.
- 29) "Strata Building Fixtures" means:
- a) items attached to a Strata Building including floor and wall coverings, electrical and plumbing fixtures, if built or installed by the owner developer as part of the original construction; and
  - b) refrigerators, stoves, dishwashers, microwaves, dryers or other items if such items cannot be removed without damage to the Strata Unit provided such item was built or installed by the owner developer as part of the original construction.
- 30) "Strata Corporation" means a Strata Corporation created pursuant to Section 2 of the Strata Property Act of British Columbia.
- 31) "Strata Unit" means a lot shown on a strata plan as described on the declaration page.
- 32) "Strata Unit Fixtures" means:
- a) items attached to a Strata Building including floor and wall coverings, electrical and plumbing fixtures unless those items are built or installed by the owner developer as part of the original construction, or,
  - b) refrigerators, stoves, dishwashers, microwaves, dryers or other items unless such item was built or installed by the owner developer as part of the original construction.
- 33) "Strata Unit Owner" means an owner of a Strata Unit within a Strata Corporation.
- 34) "Surface Water" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes or ponds.
- 35) "Tenant" means one who rents property from another for dwelling purposes.
- 36) "Terrorism" means an ideologically motivated unlawful act or acts, 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.
- 37) "Transportation" means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any motor vehicle, attached trailer or camper unit in which the insured property is being carried. This would also apply to any conveyance of a common carrier.
- 38) "Vacancy" means the circumstance where, regardless of the presence of furnishings:
- a) all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
  - b) in the case of newly constructed dwellings, no occupant has yet taken up residence.
- 39) "Water main" means a pipe forming part of a water distribution system, which conveys consumable water to and within the Strata Building.
- 40) "we", "We", "us" and "Us" mean the BCAA Insurance Corporation.
- 41) "you", "You", "your" and "Your" mean:
- a) You pursuant to the Strata Property Act of British Columbia.
  - b) a residence employee while performing duties in connection with the maintenance or use of the insured premises.



## NOTES



PROTECTION FLEXIBLE

autoplan  #1 MOST TRUSTED COMPANY  
 —by Members—

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TRIP PLANNING *Award Winning* helpful

adventure *coverage* WORLD

 MEMBERS

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CAR SHARING family

PEACE OF MIND *Best*

*Road Safety* CUSTOMIZABLE DEALS ROADSIDE ASSISTANCE

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