

PERSONAL LIABILITY FORM

Unless stated on the "Declaration Page" it is understood and agreed:

- (1) "You" do not own any Residence Premises other than the Principal Residence maintained by "You";
- (2) "You" do not own any watercraft:
 - (a) equipped with an outboard motor rated more than 25 HP (19 kW);
 - (b) equipped with an inboard motor or inboard-outboard motor rated more than 50 HP (38 kW);
 - (c) of any other type over 26 feet (8 metres) in overall length;
- (3) no business or occupational pursuits are conducted on the premises; and
- (4) there are no elevators, escalators or inclinators on the premises.

This coverage applies only to accidents or occurrences which take place during the period this Form is in force.

DEFINITIONS

- (1) "**You**" or "**Your**" have the same meaning as defined in the Personal & Farm Common Definitions, Exclusions and Conditions Form. In addition, "We" will insure:
 - (a) any person or organization legally liable for damages caused by a watercraft or animal owned by "You" and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner's permission;
 - (b) a "Residence Employee" while performing their duties for "You";
 - (c) "Your" legal representative having temporary custody of the insured premises, if "You" die while insured by this Form, for legal liability arising out of the insured premises;
 - (d) any person who is insured by this Form at the time of "Your" death and who continues residing on the insured premises;
 - (e) "Your" parent while residing in a nursing home, long term care facility or other health care facility.
- (2) "**Bodily Injury**" means "Bodily Injury", sickness or disease or resulting death.
- (3) "**Business Property**" means property on which a business is conducted, property rented in whole or in part to others, or held for rental.
- (4) "**Compensatory Damages**" means damages due or awarded in payment for actual injury or economic loss. Compensatory Damages does not include punitive or exemplary damages.
- (5) "**Legal Liability**" means responsibility which courts recognize and enforce between persons who sue one another.
- (6) "**Personal Transporter**" means a self-balancing, electric-powered transportation device able to turn in place and designed for one person, with a top speed of 20km/h.
- (7) "**Property Damage**" means damage to, or destruction of, or loss of use of property.
- (8) "**Premises**" in this Form means all premises where the person(s) named as Insured on the "Declaration Page", or their spouse, maintains a residence. It also includes:
 - (a) other residential premises specified on the "Declaration Page", except "Business Property" and "Farms";
 - (b) individual or family cemetery plots or burial vaults;
 - (c) vacant land in Canada "You" own or rent from others, excluding "Farm" land;
 - (d) land in Canada where "You" or an independent contractor is building a family residence to be occupied by "You".
 - (e) premises "You" are using or where "You" are temporarily residing if "You" do not own such premises.

COVERAGES

This insurance applies only to accidents or occurrences which take place during the term of this Form.

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.

LEGAL LIABILITY

"We" will pay all sums which "You" become legally liable to pay as "Compensatory Damages" because of "Bodily Injury" or "Property Damage".

If the Policy to which this Form applies does not insure "Your" principal residence premises, coverage applies only for claims arising out of the 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 or more sections of Legal Liability Coverage, for all "Compensatory Damages" in respect of one accident or occurrence other than as provided under Defense, Settlement, Supplementary Payments.

"You" are insured for claims made against "You" arising from:

- (1) **Personal Liability** – legal liability arising out of "Your" personal actions anywhere in the world. "You" are not insured for claims made against "You" arising from:
 - (a) the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this Form;
 - (b) damage to property "You" own, use, occupy or lease;
 - (c) damage to property in "Your" care, custody or control;
 - (d) damage to personal property or fixtures as a result of work done on them by "You" or anyone on "Your" behalf;
 - (e) "Bodily Injury" to "You" or to any person residing in "Your" household other than a "Residence Employee".
- (2) **Premises Liability** – legal liability arising out of "Your" ownership, use or occupancy of the premises defined in this Form. This insurance also applies if "You" assume, by a written contract, the legal liability of other persons in relation to "Your" premises. "You" are not insured for claims made against "You" arising from:
 - (a) damage to property "You" own, use, occupy, lease, sell, give away or abandon;
 - (b) damage to property in "Your" care, custody or control;
 - (c) damage to personal property or fixtures as a result of work done on them by "You" or anyone on "Your" behalf; or
 - (d) "Bodily Injury" to "You" or to any person residing in "Your" household other than a "Residence Employee".
- (3) **Tenants' Legal Liability** – legal liability for "Property Damage" to premises, or their contents, which "You" are using, renting or have in "Your" custody or control caused by any insured peril applying to the principal dwelling insured by the Policy to which this Form applies. "You" are not insured for liability "You" have assumed by contract unless "Your" legal liability would have applied even if no contract had been in force.
- (4) **Employers' Liability** – legal liability for "Bodily Injury" to "Residence Employees" arising out of and in the course of their employment by "You". "You" are not insured for claims made against "You" resulting from the ownership, use or operation of aircraft while being operated or maintained by "Your" "Residence Employee". "You" are not insured for liability imposed upon or assumed by "You" under any workers' compensation statute.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES

This insurance applies only to "bodily injury" or "property damage" and medical expenses arising out of the ownership, maintenance or use of the premises shown on the "Declaration Page" and operations necessary or incidental to those premises.

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

"We" will defend "You" against any suit which makes claims against "You" for which "You" are insured under one or more sections of Legal Liability Coverage and which alleges "Bodily Injury" or "Property Damage" and seeks "Compensatory Damages", even if it is groundless, false or fraudulent. "We" reserve the right to investigate, negotiate and settle any claim or suit if "We" decide this is appropriate.

In addition to the Legal Liability limit of insurance, "We" will pay:

- (1) all expenses which "We" incur;
- (2) all costs charged against "You" in any suit insured under Legal Liability;
- (3) any interest accruing after judgment on that part of the judgment which is within the Legal Liability limit of insurance;
- (4) premiums for appeal bonds required in any insured law suit 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 others following an accident or occurrence insured by this Form;
- (6) reasonable expenses, including loss of earnings up to \$100 per day, which "You" incur at "Our" request.

VOLUNTARY MEDICAL PAYMENTS

"We" will pay reasonable medical expenses, incurred within one (1) year of the date of the accident, if "You" unintentionally injure another person or if they are accidentally injured on "Your" 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 accident or occurrence.

"We" will not pay expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract.

"We" will not pay "Your" medical expenses or those of persons residing with "You", other than "Residence Employees". "We"

will not pay medical expenses of any person covered by any workers' compensation statute.

"You" are not insured for claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this Form.

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

- (1) give "Us", as soon as possible, written proof of claim, under oath if requested;
- (2) submit to physical examination at "Our" expense by doctors "We" select as often as "We" may reasonably require; and
- (3) authorize "Us" to obtain medical and other records.

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

VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

"We" will pay for unintentional direct damage "You" cause to property even though "You" are not legally liable. "You" may also use this coverage to reimburse others for direct "Property Damage" caused intentionally by anyone included in the definition of "You" or "Your" in this Form, 12 years of age or under.

"You" are not insured for claims:

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

Basis of Payment

"We" will pay whichever is the least of the following:

- (1) the actual cash value of the property at the time of loss;
- (2) what it would cost to repair or replace the property with materials of similar quality at the time of loss; or
- (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.

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; and
- (3) the actual cash value of the property at the time of loss.

If necessary, "You" must help "Us" verify the damage.

VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

"We" offer to pay the benefits described below if "Your" "Residence Employee" is injured or dies accidentally while working for "You", even though "You" are not legally liable.

If "Your" "Residence Employee" does not accept these benefits or sues "You", "We" may withdraw "Our" offer, but this will not affect "Your" legal liability insurance. A "Residence Employee" who accepts these benefits must sign a release giving up any right to sue "You". "We" have the right to recover from anyone, other than "You", who is responsible for the "Residence Employee's" injury or death.

An injured "Residence Employee" will, if requested:

- (1) submit to physical examination at "Our" expense by doctors "We" select as often as "We" may reasonably require; and
- (2) authorize "Us" to obtain medical and other records.

In case of death, "We" can require an autopsy before "We" make payment. "We" will not pay benefits:

- (1) unless "Your" "Residence Employee" was actually performing duties for "You" when the accident happened;
- (2) for any hernia injury; or
- (3) for injury or death caused by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

Weekly Indemnity. "Weekly indemnity" means two-thirds of "Your" "Residence Employee's" weekly wage at the date of the accident, but "We" will not pay more than \$200 per week.

Schedule of Benefits – Voluntary Compensation for Residence Employees. If "Your" "Residence Employee" dies from injuries received in the accident within the following 26 weeks, "We" will pay to those wholly dependent upon them, a total of 100 times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death. Actual funeral expenses up to \$500.

Temporary Total Disability. If “Your” “Residence Employee” becomes temporarily totally disabled from injuries received in the accident within the following 14 days and cannot work at any job, “We” will pay weekly indemnity up to 26 weeks while such disability continues. “We” will not pay for the first 7 days unless the disability lasts for 6 weeks or more.

Permanent Total Disability. If “Your” “Residence Employee” becomes permanently and totally disabled from injuries received in the accident within the following 26 weeks and cannot work at any job, “We” will pay weekly indemnity for 104 weeks in addition to benefits provided under Temporary Total Disability.

Injury Benefits. If, as a result of the accident, “Your” “Residence Employee” suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, “We” will pay weekly indemnity for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability Benefits but no others. “We” will not pay more than 104 weeks in total even if the accident results in loss of more than one item.

For loss of:

- (1) one or more of the following:
 - (a) hand
 - (b) arm
 - (c) foot
 - (d) leg..... 104 weeks
- (2) one finger or toe..... 26 weeks or
more than one finger or toe..... 52 weeks
- (3) one eye..... 52 weeks or
both eyes..... 104 weeks
- (4) hearing of one ear..... 26 weeks or
hearing of both ears..... 104 weeks

Medical Expenses. If, as a result of the accident, “Your” “Residence Employee” incurs medical expenses including surgical, dental, hospital, nursing and ambulance expenses within the following 26 weeks, “We” will pay up to a maximum of \$1,000 in addition to all other benefits. “We” will pay for the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, subject to a maximum of \$5,000. “We” do not insure “You” for costs recoverable from other insurance plans.

SPECIAL LIMITATIONS

- (1) **Watercraft “You” Own.** “You” are insured against claims arising out of “Your” ownership, use or operation of a watercraft equipped provided the watercraft does not exceed 8 metres (26 feet) in length and is equipped with an outboard motor or motors of not more than 19 kW (25) HP in total when used with or on a single watercraft or has an inboard or an inboard-outboard motor of not more than 38 kW (50 HP). If “You” own any motors or watercraft larger than those stated above, “You” are insured only if they are shown on the “Declaration Page”. If they are acquired after the effective date of this Form, “You” will be insured automatically for a period of thirty (30) days only from the date of their acquisition.
- (2) **Watercraft “You” Do Not Own.** “You” are insured against claims arising out of “Your” use or operation of watercraft which “You” do not own, provided:
 - (a) the watercraft is being used or operated with the owner’s consent; and
 - (b) the watercraft is not owned by anyone included in the definition of “You” or “Your” in this Form.“You” are not insured for damage to the watercraft itself.
- (3) **Motorized Vehicles “You” Own.** “You” are insured against claims arising out of “Your” ownership, use or operation of the following including their trailers and attachments:
 - (a) self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 30 kW (40 HP), or implements used or operated mainly on “Your” property, provided they are not used for compensation or hire;
 - (b) motorized golf carts while used or operated on “Your” premises or while in use on a golf course or within the confines of a trailer park;
 - (c) motorized wheelchairs and scooters, having more than 2 wheels, for the handicapped;
 - (d) while on the insured premises, recreational vehicles if they are designed for use off public roads and are not required to be registered under any Government authority; or
 - (e) “Personal Transporters”.
- (4) **Motorized Vehicles “You” Do Not Own.** “You” are insured against claims arising out of “Your” use or operation of any self-propelled land vehicle, amphibious vehicle, air cushion vehicle, including their trailers, which “You” do not own, provided that:
 - (a) the vehicle is not required to be registered under any Government authority and it is designed primarily for use off

public roads;

- (b) "You" are not using it for business or organized racing;
 - (c) the vehicle is being used or operated with the owner's consent; or
 - (d) the vehicle is not owned by anyone included in the definition of "You" or "Your" in this Form.
- "You" are not insured for damage to the vehicle itself.

- (5) **Trailers.** "You" are insured against claims arising out of "Your" ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a motorized vehicle.
- (6) **Business and Business Property.** "You" are insured against claims arising out of:
 - (a) "Your" work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
 - (b) "Your" work as a teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
 - (c) the occasional rental of "Your" residence to others; rental to others of a one or two-family dwelling usually occupied in part by "You" as a residence, provided that no family unit includes more than two roomers or boarders per family;
 - (d) the rental of space in "Your" residence to others for incidental office, school or studio occupancy;
 - (e) the rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables;
 - (f) activities during the course of "Your" trade, profession or occupation which are ordinarily considered to be non-business activities;
 - (g) the temporary or part-time business pursuits of an insured person under the age of 21 years.

Claims arising from the following business pursuits are insured only if the properties or operations are declared on the "Declaration Page":

- (a) the rental of residential buildings containing not more than six (6) dwelling units;
- (b) the use of part of "Your" residence by "You" for incidental office, school or studio occupancy.

LOSS OR DAMAGE NOT INSURED

"You" are not insured for claims arising from:

- (1) "Bodily Injury" or "Property Damage" which is also 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;
- (2) "Your" business or any business use of "Your" premises except as specified in this Form;
- (3) the rendering or failure to render any professional service;
- (4) "Bodily Injury" or "Property Damage" caused by any intentional or criminal act or failure to act by:
 - (a) any person insured by this Form; or
 - (b) any other person at the direction of any person insured by this Form;
- (5) the ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
- (6) the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this Form;
- (7) the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat;
- (8) the transmission of communicable disease by any person insured by this Form;
- (9) any type of actual or alleged discrimination including discrimination due to sex, age, marital status, colour, race, creed or national origin;
- (10) any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly, by:
 - (a) any person or named insured who is insured by this policy;
 - (b) any person or named insured who is insured by this policy having knowledge of such an activity taking place;
 - (c) any person or named insured who is insured by this policy failing to prevent such activity from taking place; or
 - (d) at the direction of any person or any named insured who is insured by this Policy;
- (11) "Bodily Injury" or "Property Damage" arising out of:
 - (a) the erasure, destruction, corruption, misappropriation or misinterpretation of "data";
 - (b) erroneously creating, amending, entering, deleting or using "data";
- (12) (a) Bodily Injury", "Property Damage", "personal injury" or "medical payments" or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or

“spores”; or

- (b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
- (c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

CONDITIONS

- (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:
 - (a) “Your” name and policy number;
 - (b) the time, place and circumstances of the accident; and
 - (c) the names and addresses of witnesses and potential claimants.
- (2) **Co-operation. “You” are required to:**
 - (a) help “Us” obtain witnesses, information and evidence about the accident and co-operate with “Us” in any legal actions if “We” ask “You”; and
 - (b) immediately send “Us” everything received in writing concerning the claim including legal documents.
- (3) **Unauthorized Settlements – Legal Liability.** “You” shall not, except at “Your” cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.
- (4) **Action Against “Us” – Legal Liability.** “You” shall not bring suit against “Us” until “You” have fully complied with all the terms of this Form, nor until the amount of “Your” obligation to pay has been finally determined, either by judgment against “You” or by an agreement which has “Our” consent.
- (5) **Action Against “Us” – Voluntary Medical Payments and Voluntary Payment for Damage to Property.** “You” shall not bring suit against “Us” until “You” have fully complied with all the terms of this Policy, nor until sixty (60) days after the required PROOF OF LOSS FORM has been filed with “Us”.
- (6) **Insurance Under More Than One Policy.** If “You” have other insurance which applies to a loss or claim, or would have applied if this Policy did not exist, “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.