

HOMEOWNERS COMPREHENSIVE FORM

A GUIDE TO YOUR POLICY

This form consists of two sections:

SECTION I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

SECTION II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury or damage to property of others in certain other circumstances.

IMPORTANT

This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insurance cannot be a source of profit. It is only designed to indemnify you against actual losses or expenses incurred by you or for which you are liable.

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.

All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian Currency.

SECTION I - PROPERTY COVERAGES

Definitions

"Business" means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.

"Coverage Summary Page" means the Coverage Summary Page and/or the Declarations.

"Data" means representations of information or concepts, in any form.

"Data Problem" means:

- erasure, destruction, corruption, misappropriation, misinterpretation of data;
- error in creating, amending, entering, deleting or using data; or
- inability to receive, transmit or use data.

"Domestic water container" means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.

"Dwelling" means the building described on the Coverage Summary page, wholly or partially occupied by you as a private residence.

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.

"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.

"Insured" means the person(s) named as Insured on the Coverage Summary page and, while living in the same household:

- his or her spouse;
- the relatives of either; and
- any person under 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college or university and who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Coverage Summary page.

Only the person(s) named on the Coverage Summary page may take legal action against us.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the 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 your business.

"Spore(s)" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

"Spouse" means

- either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or

Basic definitions
that you want to
pay attention to
:)

Remember there is a BIG difference between Vacant and Unoccupied

- either of two persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of 3 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

"Surface waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes or ponds.

"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.

"Vacant" refers to the circumstance where, regardless of the presence of furnishings:

all occupants have moved out with no intention of returning and no new occupant has taken up residence; or

in the case of a newly constructed house, no occupant has yet taken up residence.

"Watermain" means a pipe forming part of a water distribution system, which conveys consumable water but not waste water.

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Coverages

Coverage A - Dwelling Building

The definition of dwelling is much more than just the dwelling.

The amounts of insurance are shown on the Coverage Summary page.

We insure:

1. The dwelling and attached structures;
2. Permanently installed outdoor equipment on the premises;
3. Outdoor swimming pool and attached equipment on the premises;
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises. We insure against the peril of theft only when your dwelling is completed and ready to be occupied.

building
fixtures and
fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

outdoor trees,
plants and
shrubs

You may apply up to 5% in all of the amount of insurance on your dwelling to trees, plants and shrubs on your premises. We will not pay more than \$500 for any one tree, plant or shrub including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicles, riot, vandalism or malicious acts.

We do not insure items grown for commercial purposes or lawns.

The limit here is important the perils insured against

**Coverage B -
Detached
Private
Structures**

We insure structures or buildings on your premises separated from the dwelling by a clear space but not insured under Coverage A. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be detached structures.

**Coverage C -
Personal
Property**

1. We insure the contents of your dwelling and other personal property you own, wear or use while on your premises which is usual to the ownership or maintenance of a dwelling.

If you wish, we will include uninsured personal property of others while it is on that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.

2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own is not insured.

Personal property stored in a warehouse is only insured for 30 days unless the loss or damage is caused by theft. To extend cover in storage for a further period we must be notified in writing and endorse your policy as required.

If you wish, we will include personal property belonging to others while it is in your possession or belonging to a residence employee travelling for you.

3. We insure the personal property of any student insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university.

We do not insure loss or damage to:

- a) motorized vehicles or their equipment (except for watercraft, lawn mowers, other gardening equipment, snow blowers, wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability);
- b) camper units, truck caps, trailers, or their equipment;
- c) aircraft or their equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. Equipment does not include spare automobile parts.

We insure:

- (1) jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000 in all;
- (2) numismatic property (such as coin collections) up to \$200 in all;
- (3) manuscripts, stamps and philatelic property (such as stamp collections) up to \$1,000 in all;
- (4) collectible cards (such as sports personality cards) up to \$1,000 in all;
- (5) each bicycle, its equipment and accessories, up to \$500 in all.

The above limits do not apply to any claim caused by a Specified Peril.

Two important
notes under
personal
property
coverage

Tip: If it is plated
it is automobile.
If it isn't plated it
is property

**special limits of
insurance**

Special limits are
important to
understand and
know. Make sure
you know what
items fall under
what list

We insure:

- (6) books, tools and instruments pertaining to a business, profession or occupation, but only while on your premises, for an amount up to \$2,000 in all. Other property used for business, including samples and goods held for sale, is not insured;
- (7) securities up to \$2,000 in all;
- (8) personal property used by any student insured by this policy who is temporarily living away from home, up to \$2,500 in all;
- (9) money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion, up to \$200 in all;
- (10) garden type tractors including attachments and accessories up to \$5,000 in all;
- (11) watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all. These are insured only for specified perils and theft or attempted theft.
- (12) computer software up to \$2,500 in all. We do not insure the cost of gathering or assembling information or data;
- (13) spare automobile parts up to \$1,000 in all.

**Coverage D -
Additional
Living
Expense**

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

1. **ADDITIONAL LIVING EXPENSE.** If, as a result of damage by an Insured Peril, your dwelling is unfit for occupancy or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **FAIR RENTAL VALUE.** If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy.
3. **PROHIBITED ACCESS.** If a civil authority prohibits access to your dwelling:
 - a) as a direct result of damage to neighbouring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b) by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense incurred by you for the period access is prohibited, not exceeding 2 weeks.

This has to be as a result of an insured peril AND we only pay the additional costs.

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

1. flood, meaning waves, tides, tidal waves or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
2. earthquake;
3. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
4. terrorism;
5. 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 which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
6. contamination by radioactive material.

The term "civil authority" referred to in Coverage D shall mean 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 a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

We do not insure the cancellation of a lease or agreement.

Extensions of Coverage

THESE ARE IMPORTANT AND ANY CAN BE ON THE EXAM!!!

debris removal	<p>We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.</p> <p>If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.</p>
property removed	<p>If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for 30 days or until your policy term ends - whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all insured property at the time of loss.</p>
moving to another home	<p>We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your principal residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your principal residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.</p>
fire department charges	<p>We will reimburse you for up to \$1,000 for fire department charges incurred for attending your premises to save or protect insured property from loss or damage, or further loss or damage insured against by this form. This coverage is not subject to a deductible.</p>
change of temperature	<p>We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This only applies to personal property kept in the dwelling.</p>
freezer food	<p>We will pay up to \$2,000 for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises</p>

or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

- loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
- expenses incurred in the acquisition of frozen food.

This coverage is not subject to a deductible.

lock replacement We will pay up to \$500 to replace or re-key, at our option, the locks on your principal residence if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft. This coverage is not subject to a deductible.

tear out If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage covered by this form can be repaired we will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains is not insured.

arson conviction reward We will pay \$1,000 for information which leads to a conviction for arson in connection with a fire loss to property insured by this form. This coverage may increase the amount otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information. This coverage is not subject to a deductible.

credit or debit cards, forgery and counterfeit money We will pay for:

1. your legal obligation under Canadian Law because of the unauthorized use by any person other than an insured of credit cards issued to you or registered in your name provided you have complied with all the conditions under which the card was issued;
2. loss caused by theft of debit or automated teller cards issued to you or registered in your name provided you have complied with all of the conditions under which the card was issued;
3. loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments;
4. loss arising from your acceptance in good faith of counterfeit Canadian or United States paper currency up to \$200 for any one transaction.

We will not pay under 1 or 2 above for your obligation arising from the use of a card by any person living in your household or any person entrusted with the card.

The most we will pay under this coverage is \$1,000 during the policy period.

This coverage is not subject to a deductible.

inflation protection If there is a loss insured under Section I, we will automatically increase the amounts of insurance shown on the Coverage Summary page under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of

insurance shown on the Coverage Summary page, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Coverage Summary page under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Insured Perils

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions of this form.

**Notice to
Authorities**

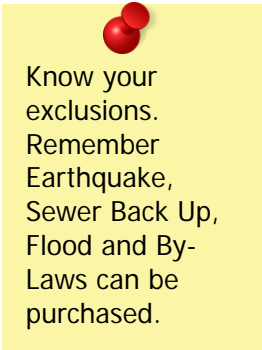
Where loss or damage is, or is suspected to be, due to malicious acts, burglary, robbery, theft or attempted theft, you must give immediate notice of such loss to the police or other law enforcement agency having jurisdiction.

**Exclusions -
Section I**
property not
insured

We do not insure:

1. buildings or structures used in whole or in part for business or farming purposes;
2. property at any fairground, exhibition or exposition for the purpose of exhibition;
3. any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
4. evidences of debt or title;
5. sporting equipment where the loss or damage is due to its use;
6. animals, birds or fish unless the loss or damage is caused by a Specified Peril other than impact by aircraft or land vehicle;
7. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. outdoor radio and T.V. antennae (including satellite receivers) and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
9. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
10. wear and tear, deterioration, defect or mechanical breakdown;
11. the cost of making good faulty material or workmanship;
12. settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
13.
 - a. data; or
 - b. loss or damage caused directly or indirectly by a data problem, but you are still insured for ensuing loss or damage caused by fire, explosion, smoke or water damage, all as described in Specified Perils.

nor do we insure loss or damage:



Know your
exclusions.
Remember
Earthquake,
Sewer Back Up,
Flood and By-
Laws can be
purchased.

14. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
15. 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 which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
16. caused by contamination by radioactive material;
17. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
18. resulting from 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;
19. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
20. caused by water unless the loss or damage resulted from:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling ;
 - c. the sudden and accidental escape of water from a domestic water container located outside your dwelling, but such damage is not insured when the escape of water is caused by freezing; or
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a Specified Peril other than Water Damage;

but we do not insure loss or damage:

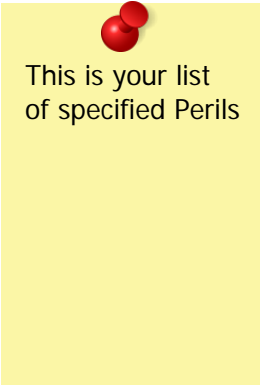
- i) **caused by freezing during the usual heating season:**
 - 1) within a heated portion of your dwelling if you have been away from your premises for **more than 4 consecutive days** but you will still be insured if you had taken either of the following precautions:
 - arranged for a competent person to enter your dwelling each day you were away to ensure that heating was being maintained, or
 - shut off the water supply and had drained all the pipes and domestic water containers,
 - 2) within an unheated portion of your dwelling;
- ii) caused by continuous or repeated seepage or leakage of water;
- iii) caused by the backing up or escape of water from a sewer, sump or septic tank;
- iv) caused by ground water or rising of the water table;

Watch this exclusion as it is specific to winter. They like to trick you on the exam with respect to summer versus winter.

- v) caused by surface waters, unless the water escapes from a watermain or from a domestic water container located outside your dwelling;
 - vi) caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - vii) to a watermain;
 - viii) to a system or domestic water container from which the water escaped;
 - ix) occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
- 21. caused by birds, vermin, raccoons, rodents or insects, except loss or damage to building glass;
 - 22. caused by smoke from agricultural smudging or industrial operations;
 - 23. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
 - 24. from the part of the dwelling rented to others, caused by theft or attempted theft by any tenant, tenant's employee, or member of a tenant's household;
 - 25. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
 - 26. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied;
 - 27. caused by rust or corrosion, wet or dry rot, or fungi or spores;
 - 28. resulting from the release, discharge or dispersal of fuel oil;
 - 29. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud. .
 - 30. caused directly or indirectly, in whole or in part, by terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

Specified Perils

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



This is your list
of specified Perils

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling object which strikes the exterior of a building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;
 - c. the sudden and accidental escape of water from a domestic water container located outside your dwelling but such damage is not covered when the escape of water is caused by freezing; or
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by an insured peril;
10. windstorm or hail;
11. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own.

**Basis of Claim
Payment**

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

**dwelling and
detached private
structures**

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage we will pay the cost of repairs or replacement (whichever is less) without deduction for depreciation.

dwelling only

If Guaranteed Replacement Cost is indicated on the Coverage Summary page we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

- a) the amount of insurance for Coverage A shown on the Coverage Summary page on the inception date of the policy, or the most recent renewal date or the increased

amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;

- b) the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
- c) you notified us within 90 days of the start of the work if any improvement, extension or addition has been made to your dwelling.

dwelling and
detached private
structures

If you do not repair or replace we will pay the actual cash value of the damage on the date of occurrence.

In determining the cost of repairs or replacement we will not pay or include the 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.

personal property

1. For electronic media we will pay the cost of reproduction from duplicates or from originals of the previous generation of the media. We will not pay the cost of gathering or assembling information or data for reproduction.
2. For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a) articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
 - b) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors items;
 - c) property that has not been maintained in good or workable condition;
 - d) property that is no longer used for its original purpose;for which we will pay only on the basis of actual cash value.

replacement cost

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

- i) repairing the property with materials of similar kind and quality; or
- ii) new articles of similar kind, quality and usefulness;


without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise we will pay on the basis of actual cash value.

You may choose payment on the basis of actual cash value initially. If you later decide to replace any destroyed or stolen property you may make an additional claim for the difference between the actual cash value and replacement cost bases within 180 days after the date of loss. For personal property described under "special limits of liability" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

actual cash value

The Actual Cash Value will take into account such things as the cost of replacement less any



Replacement Cost and ACV is asked many times on the exam so make sure you understand it.

All very important concepts for exam

depreciation, and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

pair and set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss or of damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

parts

In the case of loss or damage to any part of the insured property consisting, when complete for use, of several parts, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary page in any one occurrence.

If your claim involves personal property on which the "special limits of insurance" apply, the limitations apply to losses exceeding the deductible amount.

amounts not reduced

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

insurance under more than one policy

If you have insurance on specifically described property, 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.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

subrogation

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

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

Duties After Loss

After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:

- submit to examination under oath,
 - produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
 - permit extracts and copies of such documents to be made,
- all at a reasonable place and time designated by us.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I.

Don't forget the Stat Conditions are always applied to the fire policy and are set out for the insured and the insurer.