

**RECREATIONAL TRAVEL TRAILER COVERAGE ENDORSEMENT
PLUS COVERAGE**

WORDS AND PHRASES IN BOLD HAVE A SPECIAL MEANING AS DEFINED

INDEMNITY AGREEMENT

If the **Declaration Page** shows that the Recreational Travel Trailer Coverage Endorsement applies, **we** insure your **trailer** and **contents** and **outdoor structures** listed on the **Declaration Page** for this coverage, against direct physical loss or damage, subject to the terms and conditions below.

You are insured within the territorial limits of Canada and the continental United States of America.
All amounts of insurance, premiums, and other amounts as expressed in this policy are in Canadian currency.

DEFINITIONS

The following definitions apply to this form:

"You" or **"your"** means the person(s) named as insured on the **Declaration Page** and, while living in the same household, his or her **spouse**, the relatives of either or any person under the age of twenty-one (21) in their care.

"Spouse" means a person of the same or opposite sex who is legally married to you or a **domestic partner** who has been living with you for at least twelve (12) consecutive months. **"Domestic Partner"** means an unmarried opposite sex or same sex partner with whom you live in a committed relationship.

Only the person(s) named on the **Declaration Page** may take legal action against us.

"We" or **"us"** means the Company or Insurer providing this insurance.

"Actual Cash Value" means the cost at the time of loss or damage to property which takes into account such things as the cost of replacement, less any depreciation and market value. In determining depreciation, **we** will consider the condition immediately before the damage, the resale value and the normal life expectancy of the property and obsolescence.

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

"Contents" means personal property related to the use and operation of the insured **trailer** that are kept in the **trailer** permanently.

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

"Data Problem" means:

- a) erasure, destruction, corruption, misappropriation or misinterpretation of **Data**;
- b) error in creating, amending, entering, deleting or using **Data**; or
- c) inability to receive, transmit or use **Data**; or
- d) damage to electronic data processing equipment or other related component system, process or device.

"Declaration Page" means the **Declaration Page** applicable to this Form.

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

"Farming" means an area of land and **trailers** or **outdoor structures** used for the growing of crops and/or raising of animals.

"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 **spores** 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**.

"Ice Damming" means when melted snow refreezes, forming a dam that can trap **water** under shingles or other roof finishing layers causing leaks through roof deck joints and nail holes.

"Leakage" means the accidental entry, escape or release of **water** or other fluid through a gap, flaw or other opening.

"Outdoor Structures" means permanently installed outdoor equipment, located on the insured **premises**, that have been installed for the use of the insured while at the **trailer** site including sheds, decks, add-a-rooms, lighting fixtures and patios.

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including vapour, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** do not mean fuel oil that is contained in a fixed fuel tank, apparatus or pipes used to heat the **trailer**.

"Premises" means the lot designated for the use of the **trailer** and related **outdoor structures** contained within the lot lines on which the **trailer** is situated.

"Seepage" means the slow movement or oozing of **water** or other fluid through small openings, cracks or pores.

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

“**Surface waters**” means **water** on the surface of the ground where **water** does not usually accumulate in ordinary watercourses, lakes, or ponds. This includes any waterborne objects.

“**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; however, if an act of **terrorism** results in a fire and the *Insurance Act* or similar statute applicable to the location of the **trailer** insured requires coverage for losses resulting from fire, then such fire damage shall be insured by this policy.

“**Trailer**” means travel **trailers**, tent **trailers** and slide on camper units including built-in accessories, attached equipment including sway-bar or stabilizer and not equipped with its own motive power, but has to be hauled by a private passenger or commercial type automobile of less than 4500kg gross vehicle weight. Not included in this definition are: horse **trailers** with living quarters or **trailers** mounted on a permanent foundation.

“**Under Construction**” means construction from the foundation, or any alterations or repairs to the **trailer** which result in the piercing of an exterior wall or the roof for more than twenty-four (24) hours, or which necessitates **your** temporary relocation.

“**Vacant**” means the occupant(s) has/have moved out with no intent to return, regardless of the presence of furnishings. A newly constructed **trailer** is **vacant** after it is completed and before the occupant(s) move(s) in. Furthermore, the **trailer** is also **vacant** when the occupant(s) move(s) out and before any new occupant(s) move(s) in.

“**Water**” means the chemical element defined as H₂O in any of its three natural states: liquid, solid and gaseous.

“**Water main**” means a pipe forming part of a public **water** distribution system, which conveys consumable **water** but not wastewater.

PROPERTY INSURED

This form insures the following property but only those items for which an amount of insurance is specified on the **Declaration Page**:

- **Coverage TA - Trailer**
- **Coverage TB - Outdoor Structures**
- **Coverage TC - Contents**

INSURED PERILS:

This form insures **your trailer**, **outdoor structures**, and **your contents**, against direct physical loss or damage, subject to the terms and conditions below:

This form does not insure:

- a) **Contents** not contained inside the **trailer**
- a) Books, tools and instruments pertaining to your business, profession or occupation, including samples and goods held for sale
- b) Motorized vehicles or their equipment*
- c) Aircraft, watercraft, truck caps or their equipment*
- d) Securities, money, bank notes, bullion, precious metals
- e) Computer software or hardware
- f) Jewellery, watches, gems, fur garments and garments trimmed in fur
- g) Numismatic property
- h) Manuscripts, stamps, philatelic property
- i) Entertainment media
- j) Collectible cards
- k) Bicycles, equipment or accessories

*Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle, watercraft or aircraft and also includes spare auto parts.

EXCLUSIONS

Property Excluded

This form does not insure loss of or damage to:

- a) **your** insured property when **your trailer** has to **your** knowledge, been **vacant** for more than 30 consecutive days;
- b) **trailers** or **outdoor structures** used in whole or in part or designed for farming, commercial or **business** purposes unless declared on the **Declaration Page**;
- c) any property illegally acquired or kept;
- d) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- e) property because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
- f) 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;

- g) sporting equipment where the loss or damage is due to its use;
- h) property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
- i) **trailers** and/or **outdoor structures**, and their **contents**, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
- j) livestock;
- k) **your** insured **trailer** and **contents** therein and **outdoor structures** when the **trailer** is used as a principal residence;
- l) **your** insured **trailer** and **contents** therein when the driver of the towing vehicle is not authorized by law to drive the towing vehicle;
- m) lawns, outdoor trees, shrubs or plants;
- n) electrical devices or appliances caused by electrical currents other than lightning;
- o) household pets;
- p) tires or consisting of or caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, but we will be liable if the loss or damage is coincidental with other loss or damage, which is covered;
- q) retaining walls.

Perils Excluded

This form does not insure against loss or damage resulting from, contributed to or caused directly or indirectly:

- a) by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- b) by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage
- c) by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- d) by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or **pollutants**,
- e) by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, **fungi** or **spore(s)**, or contamination;
- f) by scratching or marring of any property or breakage of any fragile or brittle articles unless caused by; impact by watercraft or aircraft, or theft or attempted theft;
- g) by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects or household pets, except loss or damage to **trailer** glass;
- h) because of increased costs of repair or replacement due to operation of any law regulating the zoning, demolition, repair or construction of **trailers**, **outdoor structures** and their related services;
- i) resulting from any intentional or criminal act or failure to act by **you**, **your** employees or anyone to whom the damaged or lost property is entrusted, or any person at the direction of any person insured by this policy;
- j) by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to **trailer** glass;
- k) by smoke from agricultural smudging or industrial operations;
- l) by buildup of smoke. Smoke damage must be sudden and accidental;
- m) by any earth movement including, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, **we** will pay only for the resulting loss or damage;
- n) by collapse of:
 - a) **outside structures** such as awnings, fences, or trellises unless resulting from structural collapse of foundations, walls, floors or roof of a **trailer** or **outdoor structure**;
 - b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
- o) by **water** unless the loss or damage directly resulted from:
 - a) the sudden and accidental escape of **water** from within a **water main**, swimming pool or equipment attached;
 - b) the sudden and accidental escape of **water** or steam from within a heating, sprinkler, air conditioning or plumbing system, **domestic appliance** which is an integral and permanent part of **your trailer**. However, such damage is not covered when the escape of water is caused by freezing;
 - c) **water** which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - d) **water** from the accumulation of ice or snow on the roof or eaves trough, which enters the **trailer** through the roof as a result of **ice damming**;
But **we** do not cover loss or damage:
 - i) caused by continuous or repeated **seepage** or **leakage** of **water**;
 - ii) caused by backing up or escape of **water** from a sewer or drain, sump or septic tank, eaves trough or downspout;
 - iii) caused by **ground water** or rising of the water table;

- iv) caused by **surface waters**, unless the **water** escapes from a **water main** or swimming pool;
- v) to **water mains** or outdoor plumbing systems and equipment attached caused by freezing, **water**, or rupture;
- vi) to outdoor swimming pools, hot tubs, spas, and attached equipment caused by freezing, **water**, or rupture;
- vii) to the system or appliance from which the **water** escaped;
- viii) occurring while the **trailer** is **under construction** or **vacant**, even if permission for construction or **vacancy** has been given by **us**;
- ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or **domestic appliance** including the discovery of damage due to freezing when the **trailer** is taken out of winter storage;
- p) by change of temperature unless the loss or damage:
 - a) is to **contents** kept in **your trailer**; and
 - b) is the result of physical damage to **your trailer** or equipment caused by a peril not otherwise excluded;
- q) by vandalism or malicious acts caused by **you** or any members of **your** household, or **your** employees, or by any tenant, employee or member of the tenant's household;
- r) by vandalism or malicious acts or theft or glass breakage occurring while **your trailer** is **under construction** or **vacant** even if permission for construction or vacancy has been given by **us**;
- s) by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant;
- t) by the inability of the driver of the towing vehicle to maintain proper control of the towing vehicle because the driver is driving under the influence of alcohol or drugs; if you use or permit the vehicle to be used in race or speed test; if you driver the vehicle while not authorized by law; if you allow any other person to operate the vehicle under any of these conditions;
- u) if you are convicted of one of the following offences under the Criminal Code of Canada related to the operation, care or control of the vehicle, or committed by means of a vehicle, or any similar offence under any law in Canada or the United States:
 - a) causing death by criminal negligence
 - b) causing bodily harm by criminal negligence
 - c) dangerous operation of motor vehicles
 - d) failure to stop at the scene of an accident
 - e) operation of a motor vehicle when impaired or with more than 80 mg of alcohol in the blood
 - f) refusal to comply with demand for breath sample
 - g) causing bodily harm during the operation of vehicle while impaired or over 80 mg of alcohol in the blood or,
 - h) operating a motor vehicle while disqualified from doing so;
- v) due to the cost involved to correct faulty material, workmanship, or design;
- w) mysterious disappearance.

Data Exclusion

This policy does not insure:

- (a) **Data**;
 - (b) loss or damage resulting from, contributed to or caused directly or indirectly by **Data Problem**.
- However, if loss or damage caused by **Data Problem** results in the occurrence of further loss or damage to property insured that is directly caused by Insured Perils as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

EXTENTIONS OF COVERAGE

The following extensions do not increase the Limit of Insurance shown on the **Declaration Page** for this endorsement:

1. Loss of Use

Your limit of insurance for this extension is \$2000 for any one occurrence.

If an insured peril makes **your trailer** unfit for occupancy, **we** will pay:

- a) the necessary increase in living expense incurred by **you** so that **you** can maintain **your** normal standard of living, while on vacation, for the lesser period of:
 - i) the intended period of vacation.
 - ii) the time required to repair or replace the damaged or destroyed property within a reasonable time after the damage.
- b) loss of irrecoverable prepaid deposit(s) for rental space in camps or trailer parks due to cancellation, curtailment or delay of scheduled travel arrangements.
- c) expense reasonably incurred by **you** for rental of a substitute **trailer**.
- d) expense reasonably incurred by **you** in arranging for return of the **trailer** to **your** principal residence address following completion of necessary repairs where such repairs could not be completed within the intended period of the vacation.

2. Emergency Road Service Expenses

Your limit of insurance for this extension shall not exceed \$1000 for any one occurrence.

We agree to reimburse **you** upon presentation of receipted bills and acceptable evidence of loss for emergency service expenses necessitated by the disablement of a towed **trailer** insured by this endorsement. **We** will not

reimburse **you** for the cost of parts, supplies or tires nor shall this extension extend to the towing vehicle. No deductible applies to this extension.

3. **Debris Removal**

Your limit of insurance for this extension shall not exceed \$1000 for any one occurrence.

We will reimburse **you** for the cost of removing debris of the **trailer** as a result of an insured peril.

4. **Fire Department Charges:**

We will reimburse **you** for up to \$1,000, or the amount shown on the **Declaration Page**, for fire department charges incurred for attending **premises** insured under this policy to save or protect insured property from loss or damage, or further loss or damage insured against by this policy. No deductible applies to this Additional Coverage.

BASIS OF CLAIM PAYMENT

Deductible: In any one occurrence **we** are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the **Declaration Page**. If one occurrence could lead to the application of more than one deductible only the largest deductible will apply.

When coverage applies **we** will pay for insured loss or damage up to **your** financial interest in the **trailer, contents and outdoor structures** but not exceeding the **Actual Cash Value** at the time the loss or damage occurred.

We will pay the lesser of the following:

- a) the cost to repair the loss or damage minus depreciation;
- b) the financial interest of the insured;
- c) the amount of insurance indicated on the policy **Declaration Page**.

If, as a result of the repairs, the **Actual Cash Value** of the **trailer** is more than it was before the loss or damage, **you** may be asked to contribute to the cost of the repairs. The amount **you** will be asked to pay is the difference between the **Actual Cash Value** of the **trailer** after the repairs and the **Actual Cash Value** of the **trailer** before the loss or damage occurred. If a part needed to repair the **trailer** is no longer available, **we** will pay an amount equal to the manufacturer's latest list price for the part.

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

If **you** qualify for a tax credit the loss payment will be reduced by that amount.

Insurance Under More Than One Policy: If **you** have 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 ratable proportion of an insured loss.

ALL THE STATUTORY AND ADDITIONAL CONDITIONS OF THE POLICY TO WHICH THIS DOCUMENT IS ATTACHED APPLY.