

## RESIDENTIAL / RENTAL MOBILE BUILDING & CONTENTS FORM FIRE & EXTENDED COVERAGE

### 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 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, exclusions and conditions set out in this policy. This policy is not complete without the Coverage Summary page. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian Currency.

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

**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.

### SECTION I PROPERTY COVERAGES DEFINITIONS (Applicable To Section I)

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

**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 a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

**Coverage Summary** page means the Coverage Summary page and/or the Declaration page.

**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 mobile home building described on the Coverage Summary page wholly or partially occupied by you or by others 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 the age of 21 in their care. Only the person(s) named on the Coverage Summary page may take legal action against us.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including vapour, soot, fumes, acids, alkalis, chemicals, pesticides, herbicides, waste and smoke, whether from agricultural smudging or industrial operations or any other source.

**Premises** means the land contained within the lot lines on which the Dwelling is situated.

**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

a) 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

b) 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 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 sector of the public.

**Vacant** means the circumstance where, regardless of the presence of furnishings, all occupants have moved out of the Dwelling with no intention of returning; or here where a newly constructed Dwelling is Vacant after it is completed and before the occupant(s) move(s) in. However, a building being constructed is not considered to be Vacant.

**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 Insurer providing this insurance.

**You or your** means the Insured.

### COVERAGES

The Amounts of Insurance are shown on the Coverage Summary page.

#### Coverage A Dwelling Building

We insure:

1. The Dwelling including appliances, furniture and equipment forming a permanent part of the building, permanently attached carports or garages, awnings, skirting, porches and tie down equipment;
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.

#### 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.

### **Emergency Removal Expense**

You may apply up to 5% of the Amount of Insurance on your Dwelling to cover any reasonable expenses to remove the building to protect it should it be endangered by an Insured Peril. Any payment made under this extension is not subject to a deductible.

### **Coverage B Detached Private Structures**

We insure:

1. structures or buildings on your Premises separated from the Dwelling by a clear space but not insured under Coverage A Dwelling Building; and
2. structures or buildings on your Premises connected to the Dwelling by a fence, utility line or similar connection only (Detached Private Structures).

If you have more than one Detached Private Structure, the Amount of Insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss.

### **Coverage C Personal Property**

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. We do not insure appliances, furniture or equipment forming a permanent part of the building. If you do not own the Dwelling, we also insure Dwelling improvements and betterments made by you or acquired at your expense.

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

1. 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);
2. camper units, truck caps, trailers or their Equipment;
3. aircraft or their Equipment;
4. jet propelled personal watercraft, their furnishings and equipment;
5. property used for Business away from the Premises. Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft but does not include spare automobile parts.

### **Optional Coverage Extensions Personal Property**

The following extensions are available without increasing the Amount of Insurance on the Coverage Summary page. You may apply up to 10% of the Amount of Insurance on your Personal Property to insure each of the following:

1. Uninsured Personal Property of Others while it is on that portion of the Premises which you occupy but we do not insure property of roomers or boarders who are not related to you.
2. Personal property away from Premises your personal property excluding watercraft, while temporarily away from the premises anywhere in Canada or in the United States of America. We do not insure Personal Property normally kept at any other location you own, nor do we insure Personal Property stored in a warehouse.

### **Special Limits Of Insurance**

The Personal Property listed below is subject to Special Limits of Insurance. These Special Limits do not increase the Amount of Insurance shown on the Coverage Summary page. The limit applies to all items in each numbered paragraph set out below and to each loss.

We insure:

1. animals including birds and fish up to \$1,000 in all.
2. books of account, tools and instruments pertaining to a business, 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;

3. garden type tractors including attachments and accessories up to \$5,000 in all;
4. watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all;
5. computer software up to \$2,500 in all. We do not insure the cost of gathering or assembling information or Data;
6. spare automobile parts up to \$1,000 in all. Loss will be measured on an Actual Cash Value basis as defined under the Basis of Claim Payment section.

### **EXTENSIONS OF COVERAGE**

#### **1. Debris Removal**

We will pay the cost of removing from your Premises the debris of property insured which results from loss or damage insured by this policy. This coverage does not increase the Amounts of Insurance.

#### **2. Property Removed**

If you must remove insured property from your Premises to protect it from loss or damage, it is insured by this policy for 30 days or until your policy terms 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.

#### **3. Fire Department Charges**

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 policy.

This coverage is not subject to a deductible.

#### **4. Tear Out**

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage covered by this policy 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 Domestic Water Containers or public Watermains is not insured.

### **INSURED PERILS**

You are insured against direct loss or damage resulting from accidents or occurrences which take place during the period this policy is in force, caused by the following perils as described and limited:

#### **1. FIRE or LIGHTNING.**

#### **2. EXPLOSION.**

**3. SMOKE.** This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces.

**4. FALLING OBJECT.** This peril means a falling object which strikes the exterior of a building.

#### **5. IMPACT BY AIRCRAFT OR LAND VEHICLE.**

Animals are not insured under this peril.

#### **6. RIOT.**

**7. VANDALISM or MALICIOUS ACTS.** This peril does not include loss or damage:

- a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
- b. caused by you;
- c. caused by theft or attempted theft;

d. caused by any tenant, tenant's guests, tenant's employee, or member of the tenant's household.

**8. WATER DAMAGE.** This peril means loss or 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. However, 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 other than Water Damage.

We do not insure loss or damage:

- i) caused by freezing during the usual heating season, within the heated portion of your Dwelling Building and Detached Private Structures 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, shut off the water supply and had drained all the pipes and Domestic Water Containers, or your heating system is connected by a monitored heating alarm to a station providing 24 hour service,
- ii) caused by freezing within an unheated portion of your Dwelling Building and Detached Private Structures;
- iii) caused by continuous or repeated seepage or leakage of water;
- iv) caused by the backing up or escape of water from a sewer or storm drain, sump or septic tank;
- v) caused by Ground Water or rising of the water table;
- vi) caused by flood, Surface Waters, waves, tides or tidal waves, tsunami, spray from any of the aforementioned, whether or not driven by wind, unless the water escapes from a Watermain or from a Domestic Water Container located outside your Dwelling;
- vii) caused by shoreline ice build up or by water borne ice or other objects, all whether driven by wind or not;
- viii) to a Watermain;
- ix) to a system or domestic water container from which the water escaped;
- x) occurring while the building is under construction or Vacant even if we have given permission for construction or vacancy;

**9. WINDSTORM or HAIL.** This peril does not include loss or damage to your personal property within a building or to the interior of a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an

opening in the building. However, any watercraft you own are insured up to \$1,000 if they were inside a fully enclosed building at the time of loss except canoes and rowboats which are insured while in the open. This peril does not include loss or damage:

- a. to outdoor radio and TV antennae (including satellite receivers) and their attachments;
- b. due to weight, pressure or melting of ice or snow, whether driven by wind or not;
- c. due to waves or floods, whether driven by wind or not;

**10. ELECTRICITY.** This peril means sudden and accidental damage from artificially generated electric current.

#### EXCLUSIONS SECTION I

We do not insure:

1. buildings or structures used in whole or in part for Business or farming purposes unless shown on the Coverage Summary page;
2. property at any fairground, exhibition or exposition for the purpose of exhibition;
3. loss or damage to any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
4. evidences of debt or title;
5. 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, bullion or securities;
6. lawns and outdoor trees, plants and shrubs;

**nor do we insure loss or damage:**

7. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. occurring after your Dwelling has, to your knowledge, been Vacant for more than 30 consecutive days;
9. 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;
10. caused by contamination by radioactive material;
11. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
12. 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;
13. to Personal Property while undergoing a process involving the application of heat, but resulting damage to other property is insured;
14. caused by snowslide, earthquake, landslide, any other earth movement or erosion;
15. caused by or resulting from the release, discharge or dispersal of fuel oil;
16. caused by birds, vermin, skunks, raccoons, bats, rodents, insects, domestic or domesticated animals;
17. occurring while the Dwelling is being moved except in an emergency to protect it when endangered by an Insured Peril. Moving includes the period of time during which the levelling jacks or blocks are removed or all utilities are disconnected;
18. due to conversion, embezzlement or secretion by any person in possession of the Dwelling;
19. caused by rust or corrosion, wet or dry rot or by fungi or spores or by contamination;
20. caused:
  - a. to Data, or
  - b. directly or indirectly by Data Problem. However, if loss or damage caused by Data Problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, water damage, all as described Specified Perils, this exclusion shall not apply to such resulting loss or damage;
22. caused directly or indirectly, in whole or in part, by 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 cause or event that contributes concurrently or in any sequence to the loss or damage;

23. to buildings or structures or Personal property contained in them, 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 Schedule II

of the Narcotic Control Regulations under the Controlled Drugs and Substances Act;

24. arising out of the actual or threatened discharge, dispersal, release or escape of Pollutants.

### **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.

Any loss or damage shall not reduce the Amount(s) of insurance provided by this policy.

#### **Deductible**

All coverages under Section I are subject to a deductible, unless stated otherwise. A deductible is the amount that you are responsible for in a loss. 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, up to the amount of insurance. If your claim involves Personal Property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

#### **Dwelling Building, Detached Private Structures and Personal Property**

We will pay the Actual Cash Value of the loss or damage on the date of the occurrence subject to the Amount of Insurance shown on the Coverage Summary page.

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

#### **Actual Cash Value**

Actual Cash Value means the cost, at the time of loss, to repair or replace property less any depreciation. In determining depreciation we will consider the condition immediately before the loss or damage, the resale value and the normal life expectancy.

#### **Co-insurance Clause (applicable to Coverage A)**

We will pay for no greater proportion of any loss than the amount bears to 80% of the actual cash value of the property. If this policy insures two or more items, this condition shall apply to each item separately.

#### **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.

## **SECTION II PREMISES LIABILITY COVERAGE**

### **DEFINITIONS (Applicable To Section II)**

**Bodily Injury** means bodily injury, sickness, disease or resulting death.

**Business** in this section has the same meaning as in Section I.

**Business Premises** means Premises on which a Business is conducted, Premises rented in whole or in part to others, or held for rental.

**Coverage Summary** page in this Section has the same meaning as in Section I.

**Data** in this Section has the same meaning as in Section I

**Dwelling** in this Section has the same meaning as in Section I.

**Insured** in this Section has the same meanings as in Section I.

In addition, we will insure:

1. 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;
2. a Residence Employee while performing duties in connection with the ownership, use or operation of motorized vehicles and trailers for which coverage is provided in this policy;
3. your legal representative having temporary custody of the insured Premises, if you die while insured by this policy, for legal liability arising out of the Premises;
4. any person who is insured by this policy at the time of your death and who continues residing on the Premises.

**Legal Liability** means responsibility which courts recognize and enforce between persons who sue one another.

**Premises** in this Section means the residence premises specifically described in the Declarations.

**Pollutants** in this Section has the same meaning as in Section I.

**Property Damage** means:

1. physical damage to, or destruction of, tangible property;
2. loss of use of tangible property.

**Spouse** in this Section has the same meaning as in Section I.

**Terrorism** in this Section has the same meaning as in Section I.

**We** or **us** or **our** in this Section have the same meaning as in Section I.

**You** or **your** in this Section means the Insured.

### **COVERAGES**

This insurance applies:

1. only to accidents or occurrences which take place during the period this policy is in force;
2. separately to each Insured against whom the claim is made or action is brought.

#### **Coverage E Legal Liability**

This is the part of the policy you look to for protection if you are sued. We will pay all sums which you become legally liable to pay as compensatory damages because of claims made against you arising from unintentional Bodily Injury or Property Damage covered under any of the sections of Coverage E described below. We will not pay any fines, penalties, punitive

damages, exemplary damages or any other sum over and above actual compensatory damages. The Limit of Liability shown on the Coverage Summary page is the maximum amount we will pay, under one or more sections of Coverage E, for all compensatory damages in respect of one

accident or occurrence regardless of the number of Insureds against whom claims are made or actions are brought. Defense, costs and supplementary expense payments as described under Defense, Settlement, Supplementary Payments, are in addition to the Limit of Liability.

You are insured for claims made against you arising from:

**Premises Liability** legal liability for unintentional Bodily Injury or Property Damage arising out of your ownership, use or occupancy of the Premises.

You are not insured for claims made against you arising from:

a. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your Premises that you have assumed under a written contract;

b. damage to property owned, used, occupied, or leased by an Insured;

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.

**Defense, Settlement, Supplementary Payments**

If a claim is made against you for which you are insured under Coverage E we will defend you, even if the claim is groundless, false, or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also pay:

1. all expenses which we incur;

2. all costs charged against you in any legal action insured under Coverage E;

3. any interest accruing after judgment on that part of the judgment which is within the Limit of Liability of Coverage E;

4. premiums for appeal bonds required in any insured legal action involving you and bonds to release any property that is being held as security, up to the Limit of Liability, 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 policy;

6. reasonable expenses including actual loss of income up to \$100 per day, which you incur at our request.

**What You Must Do After an Accident or Occurrence**

1. When an accident or occurrence takes place you must promptly give us notice (in writing if requested by us). The notice must include:

a. your name and policy number;

b. the date, time, place and circumstances of the accident or occurrence;

c. names and addresses of witnesses and potential claimants.

2. You must also:

a. cooperate with us in any legal actions including obtaining witnesses, information and evidence about the accident or occurrence, if we ask you;

b. immediately send to us legal documents and any other written communications you receive concerning the accident or occurrence.

**Action Against Us**

No legal action may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay

has been finally determined, either by a judgment against you or by an agreement which has our consent;

2. more than one year after either the date of an agreement which has our consent or of the final determination of the action against you, including appeals, if any.

**Unauthorized Settlements**

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.

**Coverage F Voluntary Medical Payments**

We will pay reasonable medical expenses incurred within one 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. The Limit of Liability shown on the Coverage Summary page is the maximum amount we will pay for each person in respect of one 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. your medical expenses or those of persons residing with you, other than Residence Employees;

3. medical expenses of any person covered by any workers' compensation statute.

There are other exclusions that apply to all Coverages under Section II. Please refer to Exclusions Section II .

**What You Must Do After an Accident or Occurrence**

1. When an accident or occurrence takes place you must promptly give us notice (in writing if requested by us). The notice must include:

a. your name and policy number;

b. the date, time, place and circumstances of the accident or occurrence including the name and address of each injured person;

c. names and addresses of witnesses.

2. If requested by us, you must arrange for the injured person(s) to:

a. give us written proof of loss as soon as possible, under oath if required;

b. submit to physical examination at our expense by doctors we select as often as we may reasonable require;

c. authorize us to obtain medical and other records.

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

**Action Against Us**

No legal action may be brought against us until you have fully complied with all the terms of this Coverage.

**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. You may also use this coverage to reimburse others for direct Property Damage caused intentionally by an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an Insured or an Insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all Coverages under Section II. Please refer to Exclusions Section II.

#### **Basis of Payment**

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the Limit of Liability shown on the Coverage Summary 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.

#### **What You Must Do After an Accident or Occurrence**

1. You must give us a written proof of loss as soon as possible, under oath if required, containing the following information:

- a. your name and policy number;
  - b. the date, time, place and circumstances of the accident or occurrence;
  - c. the interest of all persons in the property affected.
2. If requested by us you must help us to verify the damage.

#### **Action Against Us**

No legal action may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of loss has been filed with us.

### **SPECIAL LIMITATIONS**

#### **1. Watercraft You Own:**

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

- a. watercraft, including their attachments, equipped with an outboard motor or motors of not more than 22kW (30 H.P.) in total when used with or on a single watercraft;
- b. watercraft, including their attachments, equipped with any other type of motor, including an inboard or an inboard outboard motor, of not more than 38kW (50H.P.);
- c. non motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length.

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the Coverage Summary page and a separate premium has been charged for liability. If the watercraft or motor with which it is equipped is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition. You are not insured if your watercraft is a jet propelled personal watercraft unless shown on the Coverage Summary page and a separate premium has been charged for liability.

#### **2. Watercraft You Do Not Own:**

You are also 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;
- b. the watercraft is not owned by anyone included in the definition of Insured in Section II of this policy.

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:

- a. self propelled lawn mowers, snow blowers, garden type tractors of not more than 19kW (25 H.P.) unless scheduled on the Coverage Summary page;
- b. motorized golf carts;
- c. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

#### **4. Motorized Vehicles You Do Not Own:**

You are also insured against claims arising out of your use or operation of any self propelled land vehicle, amphibious vehicle or air cushion vehicle, provided that:

- a. the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads;
- b. the motorized vehicle is not owned by anyone included in the definition of Insured in Section II of this policy.

You are not insured for damage to the vehicle itself.

#### **5. Watercraft and Motorized Vehicle Uses We Do Not Insure:**

We do not insure the use or operation of any watercraft or motorized vehicle, whether owned by you or not, while it is:

- a. used for carrying passengers for compensation;
- b. used for Business purposes;
- c. used in any race or speed test (except sail craft);
- d. rented to others;
- e. being used or operated without the owner's consent if you are not the owner.

#### **6. Trailers:**

We insure you against claims arising out of your ownership, use or operation of any trailer or its equipment, provided such trailer is not a motorized vehicle subject to motor vehicle registration, nor is attached to, carried on, or being towed by a motorized vehicle subject to motor vehicle registration.

### **EXCLUSIONS SECTION II**

The following exclusions are in addition to those contained under Coverages E, F, and G.

We do not insure 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 which 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;
3. Business pursuits or any Business use of the Premises except as shown on the Coverage Summary page;
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. a. 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
  - b. 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;
7. the transmission of communicable disease by any person insured by this policy;

8. the ownership, use or operation of any watercraft, motorized vehicle or trailer except as provided under Special Limitations in Section II;
9. the ownership, use or operation of:
  - a. any aircraft;
  - b. Premises used as an airport or landing facility; and all activities related to either;
10. Bodily Injury or Property Damage, including any loss of use caused by:
  - a. erasure, destruction, corruption, misappropriation or misinterpretation of Data;
  - b. error in creating, amending, entering, deleting or using Data;
11. any distribution or display via a website, the internet, an intranet or extranet or any similar device or system designated or intended for electronic communication of Data;
12. Terrorism or out of any activity or decision of a government agency or out of 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;
13. Bodily injury or Property Damage arising out of the actual or threatened discharge, dispersal, release or escape of Pollutants.

**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, 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.