

VACATION TRAILER / CAMPER UNIT / MOTOR HOME POLICY

ADMINISTERED BY

Western Underwriting Managers Ltd.

I. 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.

II. DEFINITIONS

“You” or “Your” means the person(s) named as Insured in the Declarations, and, while living in the same household, his or her husband or wife, the relatives of either or any person under 21 in their care. Husband and wife includes a man and a woman who are living together as husband and wife and have so lived together continuously for a period of 3 years or, if a child was born of their union, for a period of 1 year.

“We” or “Us” means the Company (the Insurer) providing the Insurance.

“Actual Cash Value” means the actual or current value at the time of loss. It is the cost of repairing or replacing the damaged or destroyed property with a new article of like kind and quality, less depreciation.

“Unit” means the Vacation Trailer, 5th Wheel Trailer, Camper Unit or Motor Home described in the Declarations.

III. COVERAGE

One of the following parts, as indicated in the Declarations, applies to your policy:

Part 1 – Named Perils – Actual Cash Value Coverage

Part 2 – “All Risks” – Replacement Cost Coverage

Part 3 – “All Risks” – Guaranteed Replacement Cost Coverage

Part 1 – Named Perils – Actual Cash Value Coverage

BASIS OF CLAIM PAYMENT: We will pay for the loss, damage or destruction of the unit for an amount not exceeding whichever is the least of:

1. the actual cash value of the property at the time of loss, damage or destruction;
2. your financial interest in the property; or
3. the applicable limit of insurance stated in the Declarations and subject to any pro-rata provision hereof.

If the insurance applies to the property of more than one person, our total liability for loss sustained by those persons shall be limited in the aggregate to the applicable limit of insurance as shown in the Declarations.

INSURED PERILS: You are insured against direct physical loss or damage to the unit caused by the following perils (including General Average and Salvage charges) as described and limited:

- (1) Fire;
- (2) Lightning;
- (3) Explosion. This excludes electric arcing, water hammer or rupture of any vessel or conduit due to water pressure therein;
- (4) Falling Object. This means an object which while falling strikes the exterior of the unit. There is no coverage for loss or damage caused (a) to glass; (b) by snowslide, landslide, or any other earth movement; or (c) to radio or TV antennae, satellite receivers, or their attachments;
- (5) Riot, Vandalism or Malicious Acts. We do not insure loss or damage caused by you or by any person using the unit with your knowledge or consent;
- (6) Windstorm or Hail. This does not include loss or damage to the interior of the unit, or to its contents caused by windstorm, hail or coincidental rain damage, unless the storm causes an opening in the unit. We do not insure loss or damage:
 - (a) to radio or TV antennae, satellite receivers, or their attachments;
 - (b) due to the weight or pressure of melting snow or ice, waves, floods, whether driven by wind or not; or
 - (c) by hail, unless the hail directly causes an opening in the unit;
- (7) Collision (meaning contact with another object) or Upset;
- (8) Theft including damage caused by attempted theft. We do not insure loss or damage caused by a person who is using the unit with your knowledge or consent; or
- (9) Glass (Motor Homes Only). If the Declarations indicate that coverage is provided then glass is covered for all risks of physical loss or damage.

EXTENSIONS OF COVERAGE:

- (1) Personal Property: Subject to the terms of Special Condition 5 hereunder, we agree to insure unscheduled personal property usual to a Vacation Trailer, 5th Wheel Trailer, Camper Unit or Motor Home and only while contained in the described unit owned by you or for which you are legally liable, for an additional amount of insurance equal to \$2,500.00, at the same terms and conditions which govern the coverage on the unit.
- (2) Detached Private Structures: If your unit is permanently sited, we insure structures or buildings separated from your unit, or permanently installed outdoor equipment on the premises on which your unit is situated for an additional amount of insurance equal to \$2,500 at the same terms and conditions, which govern the coverage on the unit. The deductible applies to this coverage. This extension does not apply to Motor Homes.
- (3) Fire Department Charges: We will pay up to \$500 for your liability, assumed by contract or agreement, for fire department charges incurred when the fire department is called to save or protect your property from a peril insured against. No deductible applies to this coverage.
- (4) Debris Removal: We will pay for the reasonable expense incurred by you in the removal of debris of insured property as a result of loss by an insured peril. This extension shall not increase the limit of liability.

Part 2 – “All Risks” – Replacement Cost Coverage

BASIS OF CLAIM PAYMENT: We will pay for loss, damage or destruction of the unit on the basis of the cost of repairs with material of like kind and quality or to replace the unit with a current model year unit of like kind and quality (whichever is lesser) without deduction for depreciation, subject to policy limits, exclusions and:

- (1) that repair or replacement be made within 180 days of the date of loss;
- (2) that if you do not repair or replace, the basis of claim payment shall be that stated in Part 1 Named Perils – Actual Cash Value Coverage; and
- (3) the amount of loss shall not exceed the least of:
 - (a) the replacement cost of the property at the time of the loss, damage or destruction;
 - (b) your interest in the property; or
 - (c) the applicable limit of insurance as specified in the policy and subject to any pro rata provision hereof.

If the insurance applies to the property of more than one person, our total liability for loss sustained by those persons shall be limited in the aggregate to the applicable limit of insurance as shown in the Declarations.

INSURED PERILS: You are insured against ALL RISKS of direct physical loss or damage to the unit from any external cause (including General Average and Salvage charges) except:

- (1) wear and tear or mechanical breakdown;
- (2) loss or damage caused by deterioration, dampness of atmosphere, extremes of temperature, contamination, vermin or insects, inherent vice or latent defect, rust or corrosion, wet or dry rot, mould, settling, expansion, contraction, shifting, bulging, buckling or cracking, unless loss or damage by fire or explosion ensues and then only for the loss or damage resulting from such ensuing fire or explosion;
- (3) the cost of making good faulty workmanship, construction or design;
- (4) loss or damage to electrical devices or appliances caused by electrical current other than lightning, unless loss or damage by fire or explosion ensues and then only for the loss or damage resulting from such ensuing fire or explosion;
- (5) loss or damage as a result of your dishonest or wilful act;
- (6) any mysterious disappearance; or
- (7) (a) breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, chinaware, porcelains, and other fragile or brittle articles, or
(b) marring or scratching of any property unless loss or damage occurs concurrently with other loss or damage caused by a peril insured against.

EXTENSIONS OF COVERAGE:

- (1) Personal Property: Subject to the terms of Special Condition 5 hereunder, we agree to insure unscheduled personal property usual to a Vacation Trailer, 5th Wheel Trailer, Camper Unit or Motor Home and only while contained in the described unit owned by you or for which you are legally liable, for an additional amount of insurance equal to \$2,500.00, at the same terms and conditions which govern the coverage on the unit.

- (2) Detached Private Structures: If your unit is permanently sited, we insure structures or buildings separated from your unit, or permanently installed outdoor equipment on the premises on which your unit is situated for an additional amount of insurance equal to \$2,500 at the same terms and conditions, which govern the coverage on the unit. The deductible applies to this coverage. This extension does not apply to Motor Homes.
- (3) Emergency Vacation Expense: In the event that you are using the unit on vacation and the unit suffers damage or destruction from a peril insured against by this policy and is thereby rendered untenable, we agree to reimburse you for any necessary emergency expense to a limit of \$100.00 per day, subject to an aggregate maximum of \$1,000.00 for the lesser of:
 - (a) the time required, with the exercise of due diligence and dispatch, to repair or replace the damaged or destroyed unit; or
 - (b) the time you remain on vacation.
- (4) Fire Department Charges: We will pay up to \$500 for your liability, assumed by contract or agreement, for fire department charges incurred when the fire department is called to save or protect your property from a peril insured against. No deductible applies to this coverage.
- (5) Debris Removal: We will pay for the reasonable expense incurred by you in the removal of debris of insured property as a result of loss by an insured peril. This extension shall not increase the limit of liability.

Part 3 – “All Risks” – Guaranteed Replacement Cost Coverage

BASIS OF CLAIM PAYMENT: We will pay for loss, damage or destruction of the unit on the basis of the cost of repairs or the replacement cost of the unit (whichever is lesser) with the material of like kind and quality without deduction for depreciation, subject to the exclusions and:

- (1) that repair or replacement be made within 180 days of the date of loss;
- (2) that if you do not repair or replace, the basis of claim payment shall be that stated in Part 1 – Named Perils - Actual Cash Value Coverage; and
- (3) the amount of loss shall not exceed the least of:
 - (a) the actual loss sustained; or
 - (b) your financial interest in the property.

INSURED PERILS: You are insured against ALL RISKS of direct physical loss or damage to the unit from any external cause (including General Average and Salvage Charges) except:

- (1) wear and tear or mechanical breakdown;
- (2) loss or damage caused by deterioration, dampness of atmosphere, extremes of temperature, contamination, vermin or insects, inherent vice or latent defect, rust or corrosion, wet or dry rot, mould, settling, expansion, contraction, shifting, bulging, buckling or cracking unless loss or damage by fire or explosion ensues and then only for the loss or damage resulting from such ensuing fire or explosion;
- (3) the cost of making good faulty workmanship, construction or design;
- (4) loss or damage to electrical devices or appliances caused by electrical current other than lightning, unless loss or damage by fire or explosion ensues and then only for the loss or damage resulting from such ensuing fire or explosion;
- (5) loss or damage as a result of your dishonest or wilful act;
- (6) any mysterious disappearance; or
- (7) (a) breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, chinaware, porcelain, and other fragile or brittle articles, or
- (b) marring or scratching of any property unless loss or damage occurs concurrently with other loss or damage caused by a peril insured against.

EXTENSIONS OF COVERAGE:

- (1) Personal Property: Subject to the terms of Special Condition 5 hereunder, we agree to insure unscheduled personal property usual to a Vacation Trailer, 5th Wheel Trailer, Camper Unit or Motor Home and only while contained in the described unit owned by you or for which you are legally liable, for an additional amount of insurance equal to \$5,000.00, at the same terms and conditions which govern the coverage on the unit.
- (2) Detached Private Structures: If your unit is permanently sited, we insure structures or buildings separated from your unit, or permanently installed outdoor equipment on the premises on which your unit is situated for an additional amount of insurance equal to \$2,500 at the same terms and conditions, which govern the coverage on the unit. The deductible applies to this coverage. This extension does not apply to Motor Homes.
- (3) Emergency Vacation Expense: In the event that you are using the unit on vacation and the unit suffers damage or destruction from a peril insured against by this policy and is thereby rendered untenable, we agree to reimburse you for any necessary emergency expense to a limit of \$200.00 per day, subject to an aggregate maximum of \$2,000.00 for the lesser of:
 - (a) the time required, with the exercise of due diligence and dispatch, to repair or replace the damaged or destroyed unit; or
 - (b) the time you remain on vacation.
- (4) Appliance Extended Warranty: We will extend the repair period offered by the manufacturer of your unit for permanently attached, manufacturer installed appliances in your unit. The warranty will be extended for a period of one year on the same terms and conditions as the warranty offered by the manufacturer. Our obligation starts on the day after the manufacturer's warranty ends. Appliances eligible for coverage will be manufacturer installed auxiliary power plant/generator, air conditioning unit (roof mounted), central vacuum cleaner, fresh water unit, heating system, hot water unit, ice maker, kitchen center, liquid propane gas system, range/oven unit, refrigerator /freezer unit, television/stereo/video system, trash compactor, and waste system.
- (5) Fire Department Charges: We will pay up to \$500 for your liability, assumed by contract or agreement, for fire department charges incurred when the fire department is called to save or protect your property from a peril insured against. No deductible applies to this coverage.
- (6) Debris Removal: We will pay for the reasonable expense incurred by you in the removal of debris of insured property as a result of loss by an insured peril. This extension shall not increase the limit of liability.

The following apply to any of **Part I – Named Perils – Actual Cash Value Cover**, **Part 2 – “All Risks” – Replacement Cost Coverage** or **Part 3 – “All Risks” – Guaranteed Replacement Cost Coverage:**

IV. DEDUCTIBLE CLAUSE

We are liable only for the amount by which the loss or damage caused by any of the perils insured against under the policy exceeds the amount of deductible stipulated in the Declarations. This deductible clause is not applicable in the event of a total or constructive total loss.

V. PROPERTY EXCLUDED

This policy does not insure:

- (1) motorized vehicles (except the described motor home), bicycles or watercraft, including the furnishings, equipment or appurtenances thereof;
- (2) money, bullion, securities, manuscripts, jewellery, precious and semi-precious stones, watches, furs and garments trimmed with fur, stamps and philatelic property, numismatic property, books of account, evidences of title or debt, bills or other documents;
- (3) property pertaining to a business, profession or occupation;
- (4) property illegally acquired, kept, stored or transported;
- (5) property seized or confiscated for breach of law or by order of civil authority, but this exclusion shall not apply to property seized or confiscated for the purpose of destruction at the time of fire for the prevention of the spread of such fire; or
- (6) property while waterborne except while on a regular ferry or railway car transfer in connection with land transportation; or
- (7) property permanently parked or situated in the Continental United States of America and Alaska.

VI. EXCLUSIONS

- (1) We will not be liable for loss or damage:
 - (i) (a) to tires or (b) consisting of or (c) caused by mechanical fracture or (d) breakdown of any part of the unit, or (e) by rusting, corrosion, wear and tear, or (f) freezing, or (g) explosion within the combustion chamber, but we will be liable if the loss or damage is coincident with other loss or damage which is covered;
 - (ii) resulting from conversion, embezzlement or by theft by any person in lawful possession of the unit under a mortgage, conditional sale, lease or any other similar written agreement;
 - (iii) resulting from a voluntary transfer of title or ownership, whether or not induced to do so by any fraudulent scheme, trick or false pretense;
 - (iv) caused directly or indirectly by contamination by radioactive material;
 - (v) caused by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil rebellion, revolution, insurrection or military power; or
 - (vi) caused by continuous or repeated seepage or leakage.
- (2) We will not be liable for any loss or damage to the unit directly resulting from your (including any person who is using the unit with your knowledge and consent), operation of a motor vehicle:

- (i) while under the influence of an intoxicating substance to such an extent as to be incapable of proper control of the motor vehicle; or
 - (ii) if convicted of an offense under section 253 (a) or (b) (operation of a motor vehicle when impaired or with more than 80 mg alcohol in the blood), 254 (5) refusals to comply with demand for a breath sample), 255 (2) or (3) (causing bodily harm during operation of vehicle while impaired or over 80 mg of alcohol in blood), or 259 (4) (operating a motor vehicle while disqualified from doing so) of the Criminal Code (Canada) that arose out of or was related to the operation, care or control of a vehicle or was committed by means of a vehicle, or an offense under a provision of the law of any jurisdiction in Canada or the United States of America and Alaska that is similar to the provisions of the Criminal Code (Canada) mentioned above.
- (3) We will not insure loss or damage resulting from any intentional or criminal act or failure to act by:
- (i) Any person insured by this policy; or
 - (ii) Any other person, at the direction of any person insured by this policy.

VII. EXCLUSION ENDORSEMENTS

FUNGI AND FUNGAL DERIVATIVES EXCLUSION

1. This policy shall not insure:
- (a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores" unless such "fungi" or "spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy.
 - (b) the cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".
2. The following are added to the **DEFINITIONS**:
- (a) "**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 or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.
 - (b) "**Spores**" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".

TERRORISM EXCLUSION - PROPERTY

Notwithstanding any provision to the contrary within this policy or any endorsement attached thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, regardless of any other cause or event contributing concurrently, or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism is 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.

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

DATA EXCLUSION (PROPERTY)

The Misinterpretation of Date Exclusion that form part of the property section of this policy is replaced by the following:

DATA EXCLUSION

1. This form does not insure "Data".
2. This form does not insure loss or damage caused 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, lightning, explosion, impact by aircraft, spacecraft or land vehicle, smoke, leakage from fire protective equipment, windstorm or hail, all as described in the Named Perils section of the policy, this exclusion shall not apply to such resulting loss or damage.

The following exclusion contained in the policy is deleted:

Disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning.

DEFINITION OF DATA

"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".

DEFINITION OF INDEMNITY PERIOD (with respect to Business Interruption Coverage if applicable)

"Indemnity Period" means the period beginning with the occurrence of the "Damage" and ending not later than 12 consecutive calendar months (or such other period if so specified on the "Declarations Page" as the maximum indemnity period) thereafter during which the results of the "Business" shall be affected in consequence of the "Damage". However, if media for, or programming records pertaining to, electronic data processing or electronically controlled equipment including "Data" thereon be lost or damaged by a peril insured against then the "Indemnity period" in respect thereof shall not extend beyond:

- 1) 30 consecutive days after the occurrence of such "Damage"; or
- 2) the date upon which liability ceases under this Form for loss arising from other property lost or damaged by the same occurrence.

Whichever shall be later.

SPECIAL BASIS OF SETTLEMENT – RECORDS CLAUSE

The Records Clause under the Special Basis of Settlement Clause on the policy is replaced by the following:

RECORDS: The liability of the Insurer for loss or damage to:

1. Books of accounts, drawings, card index systems and other records, other than as Described in 2. Below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records;
2. Media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, notwithstanding that "Data" is not insured, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of media, but no liability is assumed hereunder for the cost of gathering or assembling information or "Data" for such reproduction.

Whichever of the above is applicable shall be the basis to be adopted for the purpose of applying Co-Insurance.

VIII. STATUTORY CONDITIONS

1. MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. PROPERTY OF OTHERS

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- (1) otherwise specifically stated in the contract, or
- (2) the interest of the Insured in that property is stated in the contract.

3. CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE IN RISK

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.

- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.
- 5. TERMINATION OF INSURANCE**
- (1) This contract may be terminated,
- (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered, or
- (b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
- (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The fifteen day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.
- 6. REQUIREMENTS AFTER LOSS**
- (1) On the happening of any loss of or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions 9, 10 and 11,
- (a) immediately give notice in writing to the Insurer,
- (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
- (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
- (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
- (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
- (iv) stating the amount of other insurances and the names of other Insurers,
- (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
- (vi) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and
- (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities and cost of that property, and
- (d) if required by the Insurer and if practicable,
- (i) produce books of account and inventory lists,
- (ii) furnish invoices and other vouchers verified by statutory declaration, and
- (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraphs (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.
- 7. FRAUD**
- Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.
- 8. WHO MAY GIVE NOTICE AND PROOF**
- Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
- (1) by the agent of the Insured, if
- (a) the Insured is absent or unable to give the notice or make the proof, and
- (b) the absence or inability is satisfactorily accounted for, or
- (2) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (1) of this condition.
- 9. SALVAGE**
- (1) In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.
- 10. ENTRY, CONTROL, ABANDONMENT**
- After loss or damage to insured property, the Insurer has
- (1) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (2) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
- (a) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and
- (b) without the Insurer's consent, there can be no abandonment to it of the insured property.
- 11. IN CASE OF DISAGREEMENT**
- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the Insurer.
- 12. WHEN LOSS PAYABLE**
- Unless the contract provides for a shorter period, the loss is payable within sixty days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.
- 13. REPAIR OR REPLACEMENT**
- (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within thirty days after receiving the proof of loss.
- (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within forty-five days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.
- 14. NOTICE**
- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

IX. ADDITIONAL CONDITIONS

- I. **Notice to Authorities.** Where loss is claimed to be due to theft or attempt thereof, burglary, robbery, malicious acts, or is expected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
- II. **No Benefit to Bailee.** It is warranted by the Insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.
- III. **Pair and Set.** In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of the set.
- IV. **Parts.** In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
- V. **Sue and Labour.** It is the duty of the Insured, in the event that any property insured hereunder is lost, to take all reasonable steps in and about the recovery of such property. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
- VI. **Basis of Settlement.** Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- VII. **Subrogation.** The Insurer, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

X. SPECIAL CONDITIONS

1. **Territorial Limits.** This policy insures only within the territorial limits of Canada and the Continental United States of America and Alaska or while in transit between points therein. This policy does not cover property permanently parked or situated in the Continental United States of America and Alaska.
2. **Ownership and Use of Property Insured.** The property insured may be owned by the Insured or in his custody or control and for which he is legally liable. It is a condition of this policy that the property insured is used solely for private pleasure purposes and will not be used as permanent residence or rented to others.
3. **Loss Clause.** The amount of insurance provided by this policy shall not be reduced as consequence of loss payment except in the event of a total or constructive total loss under this policy in which event the total premium of the policy shall be deemed to be earned in full.
4. **Subrogation.** Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.
5. **Other Insurance.** Where there is any other valid insurance on the Vacation Trailer/Camper Unit/Motor Home providing indemnity for loss for which this policy provides indemnity, the Insurer shall be liable only for its rateable proportion of the loss. Where there is any other valid insurance on unscheduled personal property providing indemnity for loss for which this policy provides indemnity, this insurance shall apply only as excess insurance and in no event as contributing insurance and then only after all other insurance has been exhausted.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the Policy.

IN WITNESS WHEREOF, the undersigned being duly authorized by the Company, have executed and attested these presents, but this Policy shall not be valid unless countersigned by a duly Authorized Representative of the Company.