

MOBILE HOMEOWNERS FORM (FARM)

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MOBILE HOMEOWNERS FORM (FARM)

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency.

The Coverage Summary page summarizes the coverages and amounts of insurance we have agreed to provide and the period for which they are provided.

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

SECTION I – PROPERTY COVERAGES

DEFINITIONS

Amount of Insurance means the maximum amount we will pay for any one occurrence or incident no matter how many people covered by this policy are involved. Different amounts apply to different coverages and these amounts are shown on the Coverage Summary page.

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

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

Business Property means property pertaining to a business, trade, profession or occupation.

Data means representations of information or concepts in any form.

Data Problem means:

- erasure, destruction, corruption, misappropriation or 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, occupied by you as a private residence.

Ground Water means water in the soil beneath the surface of the ground, including but not limited to water in wells, underground streams and percolating water.

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

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

Spouse means a person

- who is married to or has entered into a civil union with another person and is living with that person; or
- who has been living with another person of the opposite or the same sex and has been publicly represented as that person's spouse for at least two (2) years; or
- in the following cases, for at least one (1) year if:
 - a child has been born or is to be born of their union; or
 - they have adopted a child together; or
 - one of them has adopted a child of the other.

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

Insured Peril means a cause of loss or damage insured under the coverage form stated on the Coverage Summary page.

Occurrence means a loss to insured property caused by one or more of the insured perils.

Premises means the land and building(s) contained within the lot lines on which the dwelling is situated.

Residence Employee means a person employed by you to perform household or domestic services or duties of a similar nature in connection with the maintenance or use of the insured premises but not persons performing duties in connection with any business you conduct.

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, included but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

- all occupants have moved out with no intention of returning to take up residence at the dwelling and no new occupant has taken up residence; or,
- in the case of a newly manufactured mobile home, no occupant has yet taken up residence.

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

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

You or your refers to the Insured.

COVERAGE A – MOBILE HOME BUILDING

We insure:

- your mobile home building including furniture and equipment forming a permanent part of the building, permanently attached carports or garages, awnings, skirting, porches and tie down equipment;
- permanently installed outdoor equipment on the premises;
- outdoor domestic water containers, including swimming pools, hot tubs, saunas and attached equipment on the premises;
- materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or additional buildings/structures on the premises. We insure against theft only when your dwelling is completed and ready to be occupied.

Building Fixtures And Fittings

We also insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

Outdoor Trees, Shrubs, Plants And Lawns

Up to 5% in all of the amount of insurance on your dwelling may be applied to outdoor trees, plants, shrubs and lawns on your premises. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts and theft as described under Insured Perils.

We do not insure items grown for commercial purposes.

Emergency Removal Expense

You may apply up to 5% of the amount of insurance on your dwelling building to cover any reasonable expenses to remove the mobile home building to protect it should it be endangered by an Insured Peril.

Any payment made under this extension is not subject to the policy deductible.

COVERAGE B – ADDITIONAL BUILDINGS

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

COVERAGE C – PERSONAL PROPERTY

Personal Property On Your Premises

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

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

Personal Property Temporarily Away From Your Premises

We also insure your personal property while it is temporarily away from your premises anywhere in the world. If you wish, we will include personal property belonging to others while it is in your possession or belonging to a residence employee travelling for you.

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

The student must be dependent on the Named Insured or his or her spouse for support and maintenance and, must intend to return to the principal residence upon completion of the school year in order for this coverage to apply.

Personal property stored in a warehouse is insured, but for 30 days only, if the loss or damage is caused by an Insured peril. Coverage will cease, except for loss by theft or attempted theft for the duration of the policy term, unless we have been notified within the first 30 days and endorse your policy accordingly.

Personal property normally kept at any other location you own is not insured.

Moving Your Personal Property To Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your principal dwelling. Coverage applies for 60 consecutive days commencing on the date personal property is removed from your mobile home building, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Personal Property With Special Limits Of Insurance

Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence:

For all insured losses	Limit
Money or cash cards*	\$500
Business property, but only while on your premises	\$2,000
Securities	\$7,500
Watercraft, their furnishings, equipment, accessories and motors	\$3,000
Utility trailers	\$2,000
Spare automobile parts	\$1,000
For theft losses	Limit
Jewellery, watches, gems and furs	\$10,000
Coin or banknote collections	\$1,000
Stamp collections	\$2,500
Each bicycle, its equipment and accessories	\$2,000
Collectible cards (such as sports personality cards) and comic books	\$5,000

* "Cash cards" mean 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 account or other account.

Personal Property Not Insured

We do not insure:

- data;
- business property, other than as shown under Personal Property with Special Limits of Insurance;
- samples and goods held for sale;

- evidences of debt or title;
- property in any fairground, exhibition or exposition for the purpose of exhibition or sale;
- any property illegally acquired, kept, stored, or transported, or the proceeds of crime;
- any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- animals, birds or fish unless the loss or damage is caused by fire, lightning, explosion, riot, theft or attempted theft, vandalism and malicious acts or collision of an automobile or common carrier in which the animal is being transported;
 - a) motorized vehicles or their equipment (except wheelchairs or scooters having more than two wheels and specifically designed for the carriage or a person who has a physical disability, golf carts, watercraft, lawn mowers, garden tractors including attachments and accessories or snow blowers, other than those used for compensation or hire);
 - b) camper units, truck caps, or their equipment;
 - c) aircraft or their equipment;
 - d) trailers, other than as shown under Personal Property with Special Limits of Insurance.

"Equipment" includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

"Equipment" does not include spare automobile parts.

COVERAGE D – LOSS OF YOUR DWELLING

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

Additional Living Expenses

If, as a result of damage by an Insured Peril, your dwelling is unfit for occupancy or you have to move out while repairs of insured damage are being made, we insure any necessary increase in living expenses, including moving expenses, incurred by you so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

Fair Rental Value

If an Insured Peril makes that part of the dwelling rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling rented or held for rental.

Fair Rental Value shall not include any expense that does not continue while that part of the dwelling rented or held for rental is unfit for occupancy.

Prohibited Access By Civil Authority

If a civil authority prohibits access to your dwelling as a direct result of damage to neighbouring premises by an Insured Peril under this policy, we insure any resulting Additional Living Expense for a period not exceeding 30 days.

ADDITIONAL COVERAGES

Freezer Foods

We will pay for loss or damage to foods while contained in a freezer on your premises resulting from the failure of the freezer's refrigeration equipment caused by:

- mechanical breakdown of the unit;
- accidental interruption of electrical power on or off the premises.

This coverage also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

We do not insure:

- loss or damage caused by your failure to use reasonable means to save the food from spoilage or to arrange restoration of the power supply;
- loss or damage caused by any process of refinishing, renovating or repairing the appliance;
- loss or damage resulting from the manual or accidental disconnection of the appliance from the dwelling power supply;
- expenses incurred in the acquisition of the food.

Change of Temperature

While your personal property is in your dwelling, it is covered up to the amount of insurance on your personal property for loss or damage due to a change in temperature resulting from damage to your dwelling building(s) or equipment caused by an Insured Peril.

Credit, Debit Or Automated Teller Cards, Depositors Forgery And Counterfeit Paper Money

1. Coverages

We will pay for:

- a) your legal obligation to pay because of the theft or unauthorized use of credit cards issued to you or registered in your name provided you have complied with all conditions under which the card was issued;
- b) loss caused by the theft and use of your automated teller card provided you have complied with all the conditions under which the card was issued;
- c) loss to you caused by the forgery or alteration of cheques, drafts or other negotiable instruments;
- d) loss by your acceptance in good faith of counterfeit Canadian or United States paper currency.

2. Exclusions

We do not insure:

- a) losses caused by your dishonesty;
- b) losses arising out of your business pursuits;
- c) losses caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom you have entrusted the card.

The most we will pay under this coverage during the term of this policy is **\$5,000**.

This coverage is **not** subject to a deductible.

Debris Removal

The amounts of coverage shown on the Coverage Summary page include the cost of removing debris caused by loss or damage to property insured by this policy as a result of an Insured Peril.

Fire Department Charges

We will reimburse you for charges incurred if a fire department charges for attending your home because of an Insured Peril.

This coverage is **not** subject to a deductible.

Inflation Protection

If there is a loss insured under Section I, we will automatically increase the amounts of insurance shown on the Coverage Summary page, under Section I, by amounts which are solely attributable to the inflation increase:

- since the inception date of this policy; or,
- the latest renewal date; or,
- from the date of the most recent change to the amounts of insurance shown on the Coverage Summary page; whichever is the latest.

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

Lock Repair or Replacement

We will pay up to \$1,000 in all to replace or rekey, at our option, the locks on your dwelling or your private passenger automobile(s) including the ignition, if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

This coverage is **not** subject to a deductible.

Mass Evacuation Additional Living Expense

We will pay any necessary and reasonable increase in living expense incurred by you while access to your dwelling is prohibited by order of civil authority but only when such order is given for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America.

You are insured for a period not exceeding 30 days from the date of the order of evacuation.

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

- flood, meaning waves, tides, tidal waves, tsunamis, or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
- earthquake;
- war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- contamination from radioactive material.

The term "civil authority" shall mean any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a province and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

Permission To Remove Property

If you must remove insured property from your premises to protect it from loss or damage covered by this policy, it is insured by this policy for 90 days or until your policy period 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 property insured at the time of loss.

Tear Out

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

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

Arson or Theft Conviction Reward

We will pay up to \$1,000 to any person, excluding law enforcement officers or agencies, for information which leads to a conviction for either arson or theft in connection with loss or damage to property insured by this policy. This coverage may increase the amount payable under the policy. However, the \$1,000 limit is the maximum we will pay regardless of the number of persons providing the information.

This coverage is **not** subject to a deductible.

INSURED PERILS

You are insured against direct loss or damage caused by the following perils as described and limited:

1. **FIRE OR LIGHTNING.**
2. **EXPLOSION.**
3. **SMOKE.** This peril does not include smoke from agricultural smudging or industrial operations.
4. **FALLING OBJECT.** This peril means a falling object which strikes the exterior of a building.
5. **IMPACT BY AIRCRAFT, SPACECRAFT 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 occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
 - damage caused by you;
 - loss or damage caused by theft or attempted theft.
8. **WATER DAMAGE.** This peril means loss or damage caused by:
 - a) the sudden and accidental escape of water from a water main;
 - b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;
 - c) the sudden and accidental escape of water from a domestic water container located outside your dwelling but such damage is not covered when the escape of water is caused by freezing;
 - d) water which enters your dwelling through an opening which has been created suddenly and accidentally by an Insured Peril other than water damage;
 - e) water from the accumulation of ice or snow on the roof or eaves trough, which enters the dwelling through a roof;but we do not insure loss or damage:
 - i. caused by freezing during the usual heating season:
 1. within a normally heated portion of your dwelling if the heat has been intentionally turned off by you or at your direction; or
 2. within a normally unheated portion of your dwelling;
 - ii. caused by continuous or repeated seepage or leakage of water;
 - iii. caused by the backing up or escape of water from a sewer, storm drain, drain, sump or septic tank;

- iv. caused by ground water or rising of the water table;
 - v. caused by surface waters including flood, unless the water escapes from a water main or from a domestic water container located outside your dwelling;
 - vi. caused by shoreline ice build-up or by waterborne objects or ice, all whether driven by wind or not;
 - vii. to a water main;
 - viii. to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;
 - ix. occurring while the building is under construction or vacant unless 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 caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building.
- This peril does not include loss or damage:
- due to weight or pressure or melting of ice or snow, waves, floods, whether driven by wind or not.
 - to outdoor radio and/or T.V. antennas and satellite receivers.
 - to the outer metal cover of the mobile home building caused by hail, whether driven by wind or not, unless such cover is punctured by the hail.
- 10. GLASS BREAKAGE.** Glass that forms part of your dwelling or private structures on your premises, including glass in storm windows and doors, is insured against accidental breakage.
- This peril does not include loss or damage occurring while a building is under construction or vacant even if permission for construction or vacancy has been given by us.
- 11. TRANSPORTATION.** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.
- This peril means loss or damage to your personal property while it is temporarily removed from your premises.
- This peril does not include loss or damage to:
- a) property in a vacation or home trailer which you own;
 - b) any watercraft, their furnishings, equipment or motors.
- 12. THEFT, INCLUDING DAMAGE CAUSED BY THEFT OR ATTEMPTED THEFT.** This peril does not include loss or damage:
- a) which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
 - b) caused by theft from the part of the dwelling rented to others by any tenant, tenant's employee or member of the tenant's household;
- 13. COLLAPSE, INCLUDING WEIGHT OF ICE, SNOW, SLEET.** This peril means loss or damage to your personal property caused by the collapse of a building or part of a building on the insured premises.
- This does not include loss or damage:
- occurring while the dwelling or unit is under construction or vacant, even if permission for construction or vacancy has been given by us;
 - to outdoor radio and/or T.V. antennas and satellite receivers.
- 14. ESCAPE OF FUEL OIL.** This peril means loss or damage to your personal property caused by the bursting or overflowing of your domestic fixed fuel tank, apparatus or pipes.
- 15. ELECTRICITY.** This peril means the sudden and accidental damage caused by artificially generated electricity.
- 16. DAMAGE CAUSED BY BEARS.**

LOSS OR DAMAGE NOT INSURED

We do not insure loss or damage:

- 1. to buildings or structures used, in whole or in part, for business or farming purposes unless declared on the Coverage Summary Page;
- 2. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- 3. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
- 4. resulting from the intentional or criminal acts of, or the 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;
- 5. caused by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- 6. caused by contamination from radioactive material;
- 7. caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- 8.
 - i) to data;
 - ii) 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, explosion, smoke, leakage from fire protective equipment, water damage, this exclusion shall not apply to such resulting loss or damage;
- 9. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- 10. caused directly or indirectly by any of the following perils, whether or not caused by or attributable to earthquake: flood of any nature, waves, tidal waves, tsunami, high water, waterborne objects or ice.

MOBILE HOMEOWNERS TIE DOWN WARRANTY

You agree to anchor your mobile home to the site by the installation of the "tie downs" in accordance with the manufacturer's specifications.

If the mobile home has not been anchored in accordance with the above agreement, then any loss or damage caused by the peril "Windstorm or Hail" that results in the upset, overturn or shifting of the mobile home shall not be covered.

BASIS OF CLAIM SETTLEMENT

When Coverage Applies

We will pay claims for insured loss or damage up to your financial interest in the property, but not more than the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

Any payment for loss or damage will not reduce the amounts of insurance provided under Section I.

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

Deductible

All coverages under Section I are subject to a deductible, unless otherwise stated. The deductible amount is shown on the Coverage Summary page.

If your claim involves “**Personal Property With Special Limits Of Insurance**”, these limits apply only to the amount of loss exceeding the deductible.

Coverage A – Mobile Home Building And Coverage B - Additional Buildings

We will pay the actual cash value of the loss or damage on the date of the occurrence unless “**Mobile Home Replacement Cost Endorsement**” is shown on the Coverage Summary page.

If “**Mobile Home Replacement Cost Endorsement**” is shown on the Coverage Summary page, we will pay the cost of repairs or replacement (whichever is less) without deduction for depreciation, if you repair or replace the damaged or destroyed building(s), on the same site, with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the damage.

In determining the cost of repairs or replacement we will not pay or include the increased costs of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

Coverage C – Personal Property

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

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

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

without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, but in no case more than 1 year after the date of loss. Otherwise, we will pay on the basis of actual cash value.

You may choose payment on the basis of actual cash value initially. If you later decide to replace any destroyed or stolen property, you may make an additional claim for the difference between the actual cash value and the replacement cost.

We will not pay more than the applicable limit under either the replacement cost or actual cash value basis for “**Personal Property With Special Limits of Insurance**”

Actual Cash Value

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and the normal life expectancy.