

my Motorhome Package

In consideration of the premium charged, it is hereby understood and agreed that the endorsements that follow are attached to and form part of the policy if shown on the Certificate of Automobile Insurance ("the Certificate"), but only to the vehicle for which this Package is indicated.

Conditionally Approved Endorsement #4 (CAE #4)

Enhanced Motorhome Coverage

In consideration of the premium charged, it is hereby understood and agreed that the coverages that follow are attached to and form part of the policy if shown on the Certificate of Automobile Insurance ("the Certificate"), but only to the vehicle for which this Coverage is indicated.

EMERGENCY VACATION EXPENSE

In the event of loss or damage to the automobile for which indemnity is provided by Section C of this policy, the Insurer agrees to reimburse the Insured as the result of loss of use of the motorhome for expense reasonably incurred for the rental of temporary accommodation. Provided always that,

1. the insurer shall not be liable for such expense in excess of \$200 per day nor totalling more than \$2,000 per occurrence.
2. reimbursement is limited to such expense incurred commencing
 - a. at the time the loss or damage occurs, if the motorhome cannot be used for accommodation;
 - b. in the event of theft of the entire motorhome, following the report of such theft to the Insurer or to the police;
 - c. in other cases, at the time the automobile is delivered for repair due to the loss or damage; and terminating, regardless of the expiration of the policy period, upon
 - i. the date of completion of repairs or replacement of the property lost or damaged; or
 - ii. such earlier date that the Insurer makes or tenders settlement of the loss or damage.
3. no indemnity is provided by this endorsement unless the loss or damage to the automobile exceeds any applicable deductible amount specified in the policy for such loss or damage.

BASIS OF CLAIMS SETTLEMENT

Guaranteed Replacement Cost

In the event that loss of or damage to the motorhome is deemed to be a total or constructive loss of the motorhome, the Insurer agrees to waive its rights under Statutory Conditions 4(5) and (6),

PROVIDED THAT:

- a. the Insured is the original purchaser of the automobile exclusive of the dealer; and
- b. the date the loss or damage occurs is within 10 years of the model year of the Motorhome, and
- c. the Motorhome is insured for the original list price new, including taxes and fees.

The vehicle will be considered a total or constructive loss if damage to the vehicle exceeds 80% of its actual cash value.

In the event of a total or constructive loss of the motorhome, the Insurer, as the basis of loss settlement agrees to pay at its expense for the Insured to replace the motorhome and its equipment, including taxes with a new motorhome having the same specifications and equipment, or if no such motorhome is available, with a new motorhome having similar specifications and equipment.

If the Insured does not agree to the motorhome being replaced, the Insurer will not pay more than the actual cash value of the motorhome at the time the loss or damage occurred.

This coverage does not apply with respect to betterment resulting from the repair or replacement of parts having prior unrepaired damages.

Replacement Cost

We agree to make settlement on the basis of replacement cost, subject to the policy conditions and exclusions and the following special provisions:

- a. the Motorhome has been maintained in good physical condition; and
- b. the date the loss or damage occurs is within 20 years of the model year of the Motorhome; and
- c. the Motorhome is insured for the original list price new, including taxes and fees; and
- d. replacement or repairs are done within a reasonable time after the loss or damage; and
- e. loss or damage to tires and awnings shall be settled on an Actual Cash Value basis

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

- repairing the Motorhome
- a new Motorhome of similar kind, quality and usefulness;

without any deduction for depreciation. The amount payable shall not exceed the amount of insurance shown in this policy or on the Coverage Summary page;

If the Insured does not agree to repair or replace the motorhome, the Insurer will not pay more than the actual cash value of the motorhome at the time the loss or damage occurred.

This coverage does not apply with respect to betterment resulting from the repair or replacement of parts having prior unrepaired damages.

MOTORHOME ADDITIONAL PROPERTY

The Insurer agrees to indemnify the Insured under the subsection(s) of Section C of the policy applicable to the described automobile for loss or damage to:

1. the contents of the motorhome, for up to \$7,500 in any one occurrence, and;
2. exterior attachments to the Motorhome, meaning decks, patios, awnings, Florida rooms or porches, which do not form a part of the Motorhome, and structures or buildings separated from your unit, or permanently installed outdoor equipment on the premises on which the motorhome is situated, for up to \$10,000 in any one occurrence.
3. "Premises" means the land designated for the use of the motorhome, outbuildings and related structures, contained within the lot lines on which the motorhome is situated.

Provided always that:

- a. exclusion (1)(e) of Section C does not apply to Motorhome Additional Property coverage;
- b. if, at the time that loss or damage occurs, there is valid and collectible insurance under any other insurance policy, Motorhome Additional Property coverage will be considered excess insurance and we will not cover any loss or claim until the amount of such other insurance is used up.

Deductible: The Insurer is responsible only for the amount by which loss or damage caused by an insured peril exceeds **\$250** in any one occurrence. If however there is also a claim for loss of or damage to the automobile under Section C arising from the same occurrence, only one deductible – the largest – will apply to the entire claim.

LOCK REPLACEMENT

The Insurer will pay up to \$500 to replace or re-key, at our option, the locks on the entrances of the insured motorhome if the keys are lost or stolen. This coverage is not subject to a deductible.

The Following Extended Warranty Section does not fall under Standard Automobile Coverage. It is considered a separate coverage that falls under the class of Product Warranty Insurance.

EXTENDED WARRANTY

The Insurer agrees to extend the repair period offered by the manufacturer of permanently attached, manufacturer-installed appliances in the insured motorhome. The warranty will be extended for a period of one year on the same terms and conditions as the warranty offered by the manufacturer. The Insurer's obligation starts on the day after the manufacturer's warranty ends. This coverage is not subject to a deductible.

Appliances eligible for coverage are:

- auxiliary power plant
- central vacuum cleaner
- fresh water unit
- heating system
- hot water unit
- ice maker
- kitchen centre
- liquid propane gas system
- range/oven unit
- refrigerator/freezer unit
- roof mounted air conditioning unit
- television/stereo/video system
- trash compactor
- waste system

The Following Premises Liability Section does not fall under Standard Automobile Coverage. It is considered a separate coverage that falls under the class of Liability Insurance.

PREMISES LIABILITY

This provides protection if you are sued for your use or occupancy of the premises where you are residing temporarily or which you are using temporarily, as long as you are not the owner of the premises. Coverage shall apply only to claims or civil actions made against you arising from any legal liability for your use or occupancy of the premises.

The insurer shall not be liable for more than \$1,000,000 in respect to any one accident or occurrence regardless of the number of claims made or the number of insureds against who claims are made or actions are brought.

Defence costs and supplementary expense payments as described under **Defence, Settlement, Supplementary Payments** are in addition to the amount of insurance.

We do not insure claims made against you arising from:

1. liability you have assumed under 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 the premises that you have assumed under a written contract;
2. damage to property owned by the insured;
3. damage to property used, occupied, leased or rented by or in the care, custody or control of an insured except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or in control caused by fire, explosion, water damage or smoke;
4. damage to personal property, fixtures or motorhome additional property as a result of work done on them by you or anyone on your behalf;
5. bodily injury to you or to any person residing in your household other than a residence employee;
6. the personal actions of a named insured who does not reside on the premises.

We will not pay punitive or exemplary damages, meaning that part of an award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you.

Defence, Settlement, Supplementary Payments

If a claim is made against you for which you are insured under Premises Liability, 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 we incur;
2. all costs charged against you in any suit insured under this Premises Liability;
3. any interest accruing after judgement on that part of the judgement which is within the amount of insurance;
4. premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the amount of insurance, 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 coverage;
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) the date, time, place and circumstances of the accident or occurrence;
 - b) names and addresses of witnesses and potential claimants.
2. You must also:
 - a) co-operate 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 suit 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 payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

Exclusions

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;
4. the rendering or failure to render any professional service;

5. liability imposed upon or assumed by you under any workers' compensation statute;
 6. 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;
 7. 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;
 8. the transmission of any communicable or sexually transmitted disease, including Acquired Immune Deficiency Syndrome, by any person insured by this policy;
 9. the ownership, use or operation of any watercraft, motorized vehicle or trailer;
 10. the ownership, use or operation of:
 - a) any aircraft;
 - b) premises used as an airport or landing facility;
 and all activities related to either;
 11. a) the failure of any computer to operate, or the failure, malfunction or inadequacy of any computer or other equipment, including embedded microchips, computer program or software to correctly read, recognize, process, distinguish, interpret or accept any date, time, or combined date/time data field. Such failure shall include any error in original or modified data entry or programming;
 - b) any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you, or for you, to determine, rectify or test for any potential or actual problems described in a) of this exclusion;
 12. a) erasure, destruction, corruption, misappropriation, misinterpretation of data;
 - b) erroneously creating, amending, entering, deleting or using data, including any loss of use arising from either a) or b);
 - c) the distribution or display of data by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data;
- nor do we insure:
13. any claim that arises directly or indirectly, in whole or in part, out of 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 contributing or aggravating cause or event that contributes concurrently or in sequence to the claim.

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.

STATUTORY CONDITIONS

The following statutory conditions apply as contract terms with respect to the Extended Warranty and Premises Liability coverages. Statutory Conditions 1 to 14 inclusive apply as contract terms with respect to insurance on Extended Warranty. Only Statutory Conditions 1, 3, 4, 5 and 14 apply as contract terms with respect to Premises Liability.

Misrepresentation

1. 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.

Property of others

2. The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the Insured in that property is stated in the contract.

Change of interest

3. 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.

Material change in risk

4. (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 15 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.

Termination of insurance

- 5. (1) The contract may be terminated
 - (a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 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 15 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.

Requirements after loss

- 6. (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 Condition 9,
 - (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 cost 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 exposure 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 subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

- 7. 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.

Who may give notice and proof

- 8. 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
 - (a) by the agent of the Insured, if
 - (i) the Insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
 - (b) 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 (a) of this condition.

Salvage

- 9. (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.

Entry, control, abandonment

10. After loss or damage to insured property, the Insurer has
- (a) 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
 - (b) 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
 - (i) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and
 - (ii) without the Insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11. (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.

When loss payable

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

Repair or replacement

13. (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 30 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 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14. (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.

S.E.F. 20 LOSS OF USE ENDORSEMENT

In consideration of the premium charged and in the event of loss or damage to the automobile for which indemnity is provided by Section C of this policy, the Insurer hereby agrees to reimburse the Insured as the result of loss of use of the automobile for the expense reasonably incurred for the rental of a substitute automobile, including taxicabs or public means of transportation.

Provided always, that:

1. the Insurer shall not be liable for such expense totalling more than \$1,000 per occurrence;
2. reimbursement is limited to such expense commencing
 - a. at the time the loss or damage occurs if the automobile cannot be operated under its own power;
 - b. in the case of theft of the entire automobile; at 12:01 a.m. the day following the report of such theft to the Insurer or to the police;
 - c. in other cases, at the time the automobile is delivered for repair due to the loss or damage; and terminating regardless of the expiration of the policy period, on
 - (i) the date of completion of repairs or replacement of the property lost or damaged; or
 - (ii) such earlier date that the Insurer makes to tenders settlement of the loss or damage.
3. the indemnity provided by the policy for Loss of Use by Theft under Additional Agreement (2) is replaced by this endorsement but in no event shall the amounts stated in Additional Agreement (2) of the Policy.
4. no indemnity is provided by this endorsement unless the loss or damage to the automobile exceeds any applicable deductible amount specified in the policy for such loss or damage.

S.E.F. 35 EMERGENCY SERVICE EXPENSE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the Insurer will reimburse the Insured upon presentation of receipted bills and acceptable evidence of loss, for towing and emergency service expense necessitated by the disablement of the automobile. It is understood that the amount of insurance does not exceed the sum of \$500 in any one occurrence and does not include the cost of parts or supplies, gasoline, oil, batteries or tires.

Except as otherwise provided in this package, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.