PREMIER canada

Form #TH-TRN - Tiny Home Transit Endorsement

(1 May 2021)

This endorsement is attached to and modifies the insurance provided under this policy. This endorsement will apply from the time the tiny or mini home is no longer on blocks or on a foundation, or no longer on leveling jacks with utilities connected, or while in transit.

It is understood and agreed the Definition of Tiny or Mini Home, in Section I – Property Coverages is amended to:

"**Tiny or Mini Home**" means a manufactured home that is less than 600 square feet or 55 square meters. The Tiny or Mini Home as described in the Declarations, must meet CSA, RVIA or NOAH standards.
It is further understood and agreed the following coverages are amended to the following:

1. **Section I – Property Coverages, Basis of Claim Payment** is deleted in its entirety and substituted with the following:

   We will pay the Actual Cash Value for Insured loss or damage, up to your financial interest in the property, but not exceeding the applicable amount(s) of Insurance shown on the Declarations Page for each Coverage, for any loss or damage arising out of one occurrence.

   Any loss or damage shall not reduce the amount(s) of insurance provided by this policy except in the event of total or constructive total loss, in which case the total premium of the policy shall be earned in full.

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

   Actual Cash Value
   We will pay whichever is the least of:
   1. The actual cash value of the property at the time of loss;
   2. What it would cost to repair or replace the property with materials of similar quality at the time of loss;
   3. The amount shown on the Declarations Page.

   We will pay for no greater proportion of any loss than the amount bears to 90% of the actual cash value of the property. If this policy insures two or more items, this condition shall apply to each item separately.

   We pay for the loss of or damage to, or may repair or replace the property. We may take over salvage if we wish.

   Within 60 days after the loss you must submit to us, under oath if required, a Proof of Loss Form containing the following information:
   1. The amount, place, time and cause of loss;
   2. The interest of all persons in the property affected;
   3. The actual cash value of the property at the time of loss.

   If necessary, you must help us verify the damage.

2. **Section I – Property Coverages, Insured Perils** is deleted in its entirety and substituted with the following:

   You are insured against direct physical loss or damage to the property described in Coverages "A", "B" and "C" caused by the following perils as described, and subject to the limitations and exclusions of this policy:
   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 Objects. This means an object which, while falling, strikes the exterior of the tiny or mini home or detached private structure. There is no coverage for loss or damage caused:
      a) to glass;
      b) to outdoor radio or TV antennae or their appurtenances;
      c) to awnings, fences, lawns, shrubs or trees;
      d) by snowslide, landslide or any other earth movement.
   5. Impact by Aircraft or Land Vehicle. This does not include a vehicle belonging to you or under your control, or damage to any animal.
   6. Smoke. This means smoke due to the sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
   7. Transportation. This means loss or damage to personal property temporarily removed from your premises 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 in any conveyance of a common carrier. This peril includes personal property being moved to another location in Canada, to be occupied as your principal residence. We do not insure loss or damage to: a) property in a vacation trailer or any home trailer and; b) any watercraft, their furnishings, equipment or motors, while in transit.
   8. Collision or Upset. We cover loss or damage only while the tiny or mini home is being transported or towed by a vehicle operated in the business of a person licensed as a common carrier.
   9. Theft, including damage caused by attempted theft.
      We do not insure 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 any tenant, employee or member of the tenant's household if the part of the tiny or mini home containing the property insured normally occupied by you is rented to others;
      c) to property in or from a tiny or mini home under construction or of materials and supplies for use in the construction until the tiny or mini home is completed and ready to be occupied;
      d) to animals, birds, or fish.

<u>We do not insure:</u>

1. Buildings, units or structures used in whole, or in part for business of farming purposes, unless declared in the Declarations Page;
2. Lawns, or any item grown for commercial purposes;
3. Animals, birds or fish;
4. Retaining walls;
5. Sporting equipment when the loss or damage is due to the use of the sporting equipment;

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6. Property at any fairground, exhibition or exposition for the purpose of exhibition;
7. Any property illegally acquired, kept, stored or transported;
8. Property of roomers or boarders;
9. Books of account and evidence of debt or title, securities, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right or claim to a benefit, other than as provided and limited under Personal Property with Special Limits of Insurance;
10. Property lawfully seized or confiscated, unless such property is destroyed to prevent the spread of fire;
11. Increased costs of repair or losses due to the operation of any law regulating the demolition, repair, zoning or construction of buildings and their related services;
12. Buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from or containing marijuana or any other substance falling within Schedule II of the Narcotic Control Regulations under the Controlled Drugs and Substances Act, regardless of whether you are aware or unaware of such activity;
13. Motorized vehicles, camper units, vacation trailers, aircraft or their equipment (except lawn mowers, other gardening equipment or personal snow removal equipment, and except as otherwise described in this policy).

We do not insure loss or damage:

14. Occurring after your tiny or mini home has to your knowledge, been vacant, even if partially or fully furnished, for more than 30 consecutive days;
15. Caused by settling, contraction, expansion, bulging, moving, buckling or cracking except resultant damage to Glass which forms part of your tiny or mini home or any insured building;
16. Caused by weight of ice, snow or sleet or collapse to outdoor radio and TV antennae or satellite receivers;
17. Caused by any nuclear incident as defined in the Nuclear Liability Act, contamination by radioactive material nor loss or damage caused by a nuclear explosion or nuclear contamination;
18. Caused by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
19. Resulting from any intentional or criminal act or failure to act by:
    a) Any person insured by this policy; or
    b) Any other person, at the direction of any person insured by this policy;
20. To personal property while undergoing a process involving the application of heat or while being worked on, but resulting damage to other property is insured;
21. Caused by animals owned by you, or in your care, custody or control;
22. Caused by birds, raccoons, skunks, moths, rodents, such as squirrels and rats, other insects such as termites, and all vermin, except loss or damage to glass which forms part of your tiny or mini home or any insured building;
23. Caused by smoke from agricultural smudging or industrial operations;
24. Resulting from earth movement, meaning any loss caused by, resulting from, contributed to or aggravated by: snowslide, landslide, mudflow, earthquake, earth sinking, rising or shifting, except if any of these result in a fire or explosion, we will pay only for the resulting loss or damage;
25. Caused by theft or attempted theft by any tenant, members of a tenants household, or employees of the tenant;
26. Caused by theft or attempted theft of property in or from a tiny or mini home which is under construction and is not yet completed and ready to be occupied;
27. Resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
28. Occasioned by your neglect to use all reasonable means to save and preserve the property;
29. Arising out of actual or threatened discharge, dispersal, release or escape of pollutants, unless the loss or damage is caused by the sudden bursting or overflow of your domestic fixed fuel oil tank, its apparatus or pipes;
30. Caused by surface water, flood, spray, waves, tidal waves, tides, logs, ice or water-borne objects, all whether wind driven or not;
31. Caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system, water bed, aquarium or domestic appliance;
32. Caused by condensation;
33. Caused by water;
34. Caused by water below the surface of the ground, including water which exerts pressure on or flows, seeps or leeks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings;
35. Caused by the backing up or escape of water from an eavestrough or downspout;
36. Caused by marring or scratching of any property or the breakage of a fragile or brittle article, unless caused by fire, lightning, explosion, smoke, falling objects, impact by aircraft or land vehicle, riot, vandalism, malicious acts, theft or attempted theft;
37. Caused by wear and tear, deterioration, defect or latent defect, electrical or electronic breakdown, mechanical breakdown, inherent vice, rust or corrosion, extremes of temperature, dampness of atmosphere, wet or dry rot, bacteria, condensation, acid rain, mold, fungi or spores, or contamination, except that resulting damage by an Insured Peril is covered;
38. Due to the cost of making good faulty material or workmanship or any damage that occurs due to any fault in design;

3. **Section I – Property Coverages, Extensions of Coverage** is deleted in its entirety

4. **Section II – Personal Liability Coverage** is deleted in its entirety.

All other terms, conditions and exceptions of this policy remain unchanged.

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