

**Was Plaintiff’s Wharf Damaged By Vessel Excluded  
by the “Windstorm or Hail” Clause?**

<b>Reported Case:</b>	Thorburn Wharf Fisheries Ltd. v. ING Insurance Company
<b>Citation:</b>	2010 NSSC 181
<b>The Court:</b>	Nova Scotia Supreme Court
<b>Judgment Rendered:</b>	April 30, 2010
<b>At Issue:</b>	Whether damage to Plaintiff’s wharf was caused by a vessel which was excluded by the “Windstorm or Hail” clause.
<b>Factual Summary:</b>	The Plaintiff’s wharf was damaged when struck by a vessel which was blown against it during high winds, and which tore a section off the wharf. The insurance policy contained a “Windstorm or Hail” clause which excluded coverage for damage directly or indirectly caused by waterborne objects, whether driven by windstorm or not. Insured brought action seeking the Court to determine whether damage to its wharf was excluded from coverage by reason of the policy wording.
<b>At Trial:</b>	The exclusion was effective and the policy does not cover the loss. The trial judge concluded that the exclusions were broad, unambiguous, and ruled out coverage.