

KEY CHANGES TO YOUR COMPREHENSIVE RECREATIONAL VEHICLE POLICY

Definitions applicable to the entire policy

Definition	Definition Change
Actual Cash Value	This definition has been amended and now reads as follows: <i>Actual cash value means the cost of replacement, minus depreciation, to replace damaged or stolen property at the time of the loss. In determining depreciation, we will consider the condition immediately before damage, the resale value and the normal life expectancy.</i>
Bodily Injury	This definition has been added to the Policy and reads as follows: <i>Bodily injury means bodily injury, sickness or disease or resulting death.</i>
Business	This definition has been added to the Policy and reads as follows: <i>Business means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.</i>
Civil Authority	This definition has been added to the Policy and reads as follows: <i>Civil authority means 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 Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.</i>
Data	This definition has been added to the Policy and reads as follows: <i>Data means the representation of information, concepts, ideas, or opinions in any form and includes images.</i>
Legal Liability	This definition has been added to the Policy and reads as follows: <i>Legal liability means responsibility which courts recognize and enforce between persons who sue one another.</i>
Motorized Vehicle	This definition has been added to the Policy and reads as follows: <i>Motorized vehicle means:</i> (a) a vehicle propelled by any power other than muscle power; and (b) a moped or power bicycle.
Pollutant	This definition has been added to the Policy and reads as follows: <i>Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to odours, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.</i>
Property Damage	This definition has been added to the Policy and reads as follows: <i>Property damage means damage to, or destruction of, or loss of use of tangible property.</i>
Residence Employee	A definition of residence employee has been added to the Policy and reads as follows: <i>Residence employee means a person employed by you to perform duties in connection with the maintenance or use of the insured premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include persons while performing duties in connection with your business.</i>
Roomer or Boarder	This definition has been added to the Policy and reads as follows: <i>Roomer or boarder means a person who is not related to you and who:</i> (a) rents or occupies a portion of your premises with you; or (b) is provided with lodging, and in some circumstances meals, on a portion of your premises in exchange for some consideration or compensation.
Tenant	This definition has been added to the Policy and reads as follows: <i>Tenant means a person who rents or occupies all of, or a portion of, the premises as a primary, secondary or temporary residence.</i>
Terrorism	This definition has been added to the Policy and reads as follows:

	<i>Terrorism means 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.</i>
Vacant	<p>This definition has been added to the Policy and reads as follows:</p> <p><i>Vacant means the occupants have moved off the premises with no intent to return. A newly constructed dwelling is vacant after it is completed and before the occupants move in. The dwelling is also vacant when the occupants move out and before any new occupants move in.</i></p>

SECTION I – PROPERTY COVERAGE

Coverage	Section I – Property Coverage Changes
Basis of Claim Payment	<p>This section has been amended for clarity and now reads as follows:</p> <p><i>We will pay for loss or damage to insured property for an amount not exceeding the lesser of:</i></p> <ol style="list-style-type: none"> <i>1. the cost to repair the damaged property with material of like kind and quality;</i> <i>2. the actual cash value of the damaged property at the time of loss or damage;</i> <i>3. your financial interest in the damaged property at the time of loss or damage; or</i> <i>4. the applicable limit of insurance stated on the Personal Property Declaration page.</i>

SECTION II – LIABILITY COVERAGE

Definitions applicable to Section II - Liability Coverage

Definition	Definition Changes
You and Your	<p>Liability coverage is extended to students living away from home to attend university and family members in a health care facility. This coverage was previously available by endorsement. It is now included in the Policy and reads as follows:</p> <p><i>You or your in this section have the same meaning as defined in Definitions applicable to the entire policy. In addition, we will insure:</i></p> <ol style="list-style-type: none"> <i>(a) a relative or dependent under the age of 25 who is otherwise insured under this Policy, and temporarily residing away from home for the purpose of attending school, college or university;</i> <i>(b) a parent, son, daughter, spouse, adult interdependent partner or dependent of the named Insured, who resides in a nursing home, skilled nursing facility, intermediate or long term care facility;...</i>
* Premises	<p>The definition of premises has been amended to <u>remove</u> coverage for rental property, individual or family cemetery plots or burial vaults. The definition also restricts liability coverage to vacant land within Canada and the United States. The definition now reads as follows:</p> <p><i>Premises means all premises where the person(s) named as Insured on the Personal Property Declaration page, or their spouse or adult interdependent partner, maintains a residence provided such premises are specifically described on the Personal Property Declaration page. This does not include business property or farms.</i></p> <p><i>For the purposes of Section II – Liability Coverage, premises also includes:</i></p> <ol style="list-style-type: none"> <i>(a) premises where you are residing temporarily as long as you do not own the premises;</i> <i>(b) vacant land within Canada and the United States you own or rent from others, excluding farmland; and</i> <i>(c) land where you or an independent contractor is building a one- or two-family residence which is to be occupied by you.</i>

Coverage E – Legal Liability

Coverage	Section II – Liability Coverage Changes
Personal Liability	<p>Personal liability coverage has been extended if you own horses for your personal use. This coverage was previously available by endorsement. It is now included in the Policy and reads as follows:</p> <p><i>Legal liability for unintentional bodily injury or property damage arising out of your personal actions anywhere in the world. This includes legal liability arising from the ownership or use of a draft or saddle animal owned by you for your personal use provided you own no more than 10 such animals in total.</i></p> <p><i>You are not insured for claims made against you arising from:...</i></p>

Premises Liability	<p>Premises liability coverage has been extended in the event of encroachment upon federal or municipal land. This coverage was previously available by endorsement. It is now included in the Policy and reads as follows:</p> <p><i>Legal liability arising out of your ownership, use or occupancy of the premises defined in Section II – Liability Coverage. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation to your premises.</i></p> <p><i>We will extend premises liability to the Crown, a Municipality, city or town, as a result of encroachment upon their land.</i></p> <p><i>You are not insured for claims made against you arising from:...</i></p>
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Special Limitations

Coverage	Section II – Liability Coverage Changes
Motorized Vehicles You Own	<p>The size of allowable lawn mowers, snow blowers and garden type tractors has been increased to 30 H.P. and now reads as follows:</p> <p><i>You are insured against claims arising out of your ownership, use or operation of the following including their trailers or attachments provided they are not used for compensation or hire:</i></p> <p><i>1. self-propelled lawn mowers, snow blowers, garden type tractors of not more than 30 H.P., used or operated primarily on your property;...</i></p>
* Motorized Vehicles You Do Not Own	<p>A clause has been added stating that vehicles which are covered under an automobile policy are not covered under this Policy and reads as follows:</p> <p><i>You are insured against claims arising out of your use or operation of any motorized vehicle used on land, amphibious vehicle or air cushion vehicle including their trailers which you do not own, provided that:...</i></p> <p><i>5. the vehicle is not an automobile or motor vehicle as described under a standard automobile policy, S.P.F. No. 1.</i></p>
* Watercraft and Motorized Vehicles Uses We Do Not Insure	<p>This clause has been amended to apply to motorized vehicles and include (i.e. exclude from coverage) all business uses and now reads as follows:</p> <p><i>We do not insure the use or operation of any watercraft or motorized vehicle, whether owned by you or not, while it is:</i></p> <p><i>1. used for carrying passengers for compensation or hire or any other business purpose;</i></p> <p><i>2. used in any race or speed test; or</i></p> <p><i>3. rented to others.</i></p>
* Business and Business Property	All coverage for business and business property have been removed from the Policy.

Loss or Damage Not Insured

Coverage	Section II – Liability Coverage Changes
* Oil Tanks and Outdoor Hot Water Heating System	<p>An exclusion for damage from an oil tank or outdoor hot water heating system has been added to the Policy and reads as follows:</p> <p><i>2. the release, discharge or dispersal of pollutants from the use or operation of an oil tank, outdoor hot water heating system, or otherwise;</i></p>
* Professional Services	<p>This exclusion has been amended to include (i.e. exclude from coverage) all professional services whether paid or volunteered and now reads as follows:</p> <p><i>4. the rendering or failure to render any professional service, paid or otherwise;</i></p>
* Aircraft	<p>This exclusion has been amended to include (i.e. exclude from coverage) all activities related to an aircraft and now reads as follows:</p> <p><i>5. the ownership, use, operation or maintenance of:</i></p> <p><i>(a) any aircraft; or</i></p> <p><i>(b) premises used as an airport or landing facility;</i></p> <p><i>and all activities related to either.</i></p>
* Communicable Diseases	<p>This exclusion has been amended and now reads as follows:</p> <p><i>9. bodily injury:</i></p> <p><i>(a) caused by the transmission of any communicable or sexually transmitted disease, including Acquired Immune Deficiency Syndrome; or</i></p> <p><i>(b) arising out of the failure to take steps to prevent the transmission or spread of any communicable or sexually transmitted disease, including Acquired Immune Deficiency Syndrome;</i></p>

	<i>by any person insured by this Policy;</i>
* Abuse	<p>This exclusion has been amended and now reads as follows:</p> <p>10. <i>bodily injury arising out of the actual or alleged:</i></p> <p>a) <i>sexual, physical, psychological or emotional abuse, molestation, harassment or corporal punishment by, at the direction of, or with the knowledge of any person insured by this Policy; or</i></p> <p>b) <i>failure of any person insured by this Policy to take reasonable steps to prevent sexual, physical, psychological or emotional abuse, molestation, harassment or corporal punishment.</i></p> <p><i>This also applies to the action(s) of a residence employee while acting outside the scope of their employment.</i></p>
* Electronic Communication	<p>An exclusion for injury caused due to electronic communication has been added to the Policy and reads as follows:</p> <p>11. <i>bodily injury or property damage arising out of electronic communication or negligent supervision;</i></p>
* Distribution of Materials Online	<p>An exclusion for injury caused by the distribution of materials online has been added to the Policy and reads as follows:</p> <p>12. <i>bodily injury or property damage arising out of the distribution or display of data by means of an Internet Website, the Internet, an intranet, an extranet, or similar device designed or intended for electronic communication of data;</i></p>
* Roomer or Boarders	<p>An exclusion for the personal actions of a roomer or boarder has been added to the Policy and reads as follows:</p> <p>14. <i>resulting directly or indirectly from the actions or omissions of a tenant or a roomer or boarder while residing on the premises or by a guest of any such tenant or roomer or boarder;</i></p>
* Treatment Facilities	<p>An exclusion for personal actions while obtaining treatment in a facility for behavioral issues or substance abuse has been added to the Policy and reads as follows:</p> <p>15. <i>resulting directly or indirectly from the actions or omissions of anyone insured under this Policy while residing away from home in a group home or other type of treatment facility for the purpose of obtaining treatment for behavioral issues or substance abuse;</i></p>
* Dayhome Operations	<p>An exclusion for operations of a day care or day home has been added to the Policy and reads as follows:</p> <p>16. <i>resulting directly or indirectly from the operation of a day care or day home;</i></p>
* Drones	<p>An exclusion for the operations of a drones or UAS has been added to the Policy and reads as follows:</p> <p>17. <i>resulting directly or indirectly, in whole or in part, from the ownership, use or operation of an Unmanned Aerial System (UAS) or drone.</i></p>

Conditions

Coverage	Section II – Liability Coverage Changes
Notice of Accident or Occurrence	<p>This policy condition has been amended for clarity and now reads as follows:</p> <p><i>When an accident or occurrence takes place, you must:</i></p> <p>(a) <i>provide prompt written notice including all available particulars involving the loss or damage; and</i></p> <p>(b) <i>forward immediately to us every letter and document received by you concerning the loss or damage.</i></p>
Co-operation	<p>This policy condition has been amended for clarity and now reads as follows:</p> <p><i>You are required to:</i></p> <p>(a) <i>aid in securing information and evidence and the attendance of any witness;</i></p> <p>(b) <i>cooperate with us:</i></p> <p>(i) <i>in the investigation of any loss or claim; and</i></p> <p>(ii) <i>in the defence of any action or proceeding.</i></p>

Items marked with an asterisk (*) note coverage restrictions. Changes are effective on the date of your policy renewal. Please be advised this chart only provides a summary of the changes to your policy coverage. Please review your policy wording to determine full coverage.