

# **2023 Municipal Insurance Program** CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

Renewal Report for the Policy Term October 23, 2023 to October 23, 2024

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Ref 74625/mm 27 September 2023

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# How to Report a Claim

In the event you need to report a claim, please call your insurance broker during regular business hours, or alternatively call Intact Public Entities at 1-800-265-4000 where you will be given options based on the type of claim you are reporting. After hours claim reporting is available through that number. You can also email IPE during business hours: mail.claims@intactpublicentities.ca

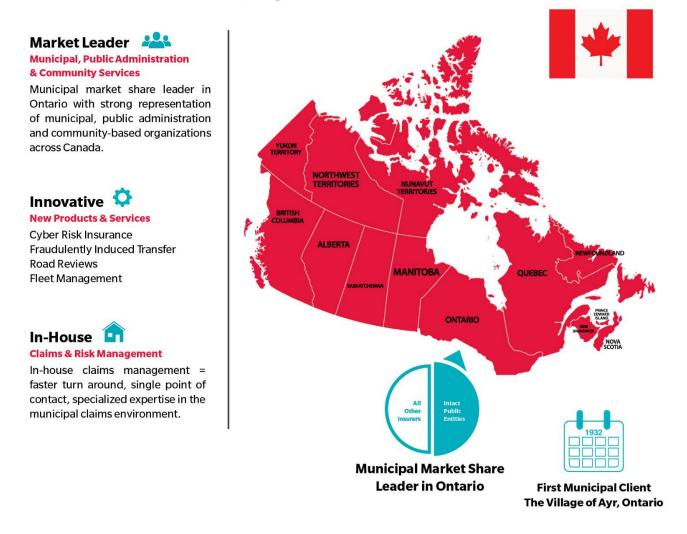


# **About Intact Public Entities**

Intact Public Entities is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives Intact Public Entities the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. Intact Public Entities is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about Intact Public Entities visit www.intactpublicentities.ca.

Intact Public Entities is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

# **Canadian Owned Company With 90+ Years of Continuous Operation**



# The Advantage of a Managing General Agent

The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value-added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for Intact Public Entities to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

# **Risk Management Services**

We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

# **Claims Management Services**

Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.



\*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Intact Public Entities prior to the release of any information contained herein for any other purpose than evaluating this submission.

# **Best in Class Value added Services**

Intact Public Entities offers more than just an insurance policy. As a leading MGA specializing in public entities, we provide Canadian municipalities with a complete insurance program. What's the difference? A vested interest in helping you reduce your total cost of risk while providing you with complimentary best in class value-added services that help improve your overall performance.

# **Advocacy & Municipal Association Support**

Intact Public Entities employees are continually recruited to serve on legislative committees and are aware of changes that will be introduced. We can move quickly to help you begin to modify your policies and procedures to maintain regulatory compliance.

Intact Public Entities advocates and supports your public entities across the country.



# **Risk Management**

# Asset Valuation and Risk Inspections

Inspections provide you with calculated reconstruction costs for insurance purposes and ensure insurance to value. Inspections also analyze potential areas of harm and provide risk recommendations to reduce the frequency and severity of incidents.

# **Roads & Sidewalks**

#### **Road Risk Assessment**

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk. To help municipalities minimize exposure to non-repair of road claims, road assessments can be employed to review documentation, compliance with the Ontario Traffic Manual, adequacy of policies and procedures and select road segments.

### Sidewalk Services

Our sidewalk consulting services can help to reduce the frequency of falls on your sidewalks.

### **Driver Trainer**

Fleets and individual drivers can receive comprehensive driver training through the use of seminars, tools and guidelines that assist with everything from pre-employment checklists and driver management polices to defensive and cooperative driving education.

### **Fleet Management Evaluation**

Have your municipality's fleet risk management practices evaluated. Topics for review include: management structure with the fleet, areas of operation/travel, driver training/hiring practices and loss control management.

### **MMS Compliance**

Our Minimum Maintenance Standards (MMS) compliance analysis focuses on reviewing your policies/procedures/ documentation and comparing these to the required standards set under the MMS as well as the best practices developed by the Ontario Good Roads Association

# **Municipal Education**

### **Education & Seminars**

Over 10,000 municipal employees from almost every department have received training from Intact Public Entities over the past few years. Training can be provided through customized sessions on the topics of your choosing or be tied to a policy/procedure review or claims review. We can also provide training through a webinar format and record these webinars so your managers can use them at any time to train new staff or as a refresher for existing staff. We have also partnered with Ontario Good Roads Association and the Association of Ontario Road Supervisors to provide technical training on several books of the Ontario Traffic Manual. Every year we offer Regional Training Sessions to larger audiences on topics such as Building Inspection Losses, Fleet Safety, Trails and Cycling on Municipal Roads. We are always interested in hearing from you as to the type of training your municipality requires.

### Institute of Municipal Risk Management

Register for courses specific to your role as a Councillor or municipal employee. The Institute is a collaborative initiative with the Association of Ontario Municipalities and features a variety of courses. Content rich material will help participants identify existing and emerging risks; become familiar with laws, statutes and legislation; and understand the importance of risk management protocols relating to a variety of municipal areas such as roads, sidewalks and claims management. Visit municipaleducation.ca for more information or to register.

# **Reviews & Analysis**

### Contract Reviews

This complimentary service is among our most popular because a third-party contract review can make a substantial difference. You'll receive valuable feedback and insight from a Paralegal on the suitability and effectiveness of liability provisions and insurance clauses in contracts and agreements.

### **Policy and Procedural Reviews**

Includes an audit of systems and processes to reduce potential losses within your organization. Reviews focus on identifying gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures.

### **Online Resource Library - Risk Management Centre of Excellence**

You'll receive access to hundreds of relevant and helpful resources and templates designed to provide you with the tools needed to manage municipal risk.

# **Claims Services**

# **Claims Management Best Practices Framework**

Manage claims under your deductible with greater efficiency using our tested claims analytics and measures that are guaranteed to have a positive effect on cost savings. Couple this with strong claims and risk management and your organization will be better prepared to help mitigate and manage future incidents.

## **In-House Claims Management Services**

Your claims will be handled better. We have in-house claims authority – others may not. Why does this matter? You'll experience faster turnaround, one point of contact, reduced frustration, better claims resolution and improved expense management.

# **Claims History Analysis**

Identify the cause of claims and focus on trends and patterns to help eliminate risk sources so as to better identify risk trends and address them with mitigation techniques.

## **Guidewire ClaimCenter® Claims Management**

View the status of claims in addition to data mining capabilities for risk management purposes so as to better identify risk trends and address them with mitigation techniques.

# **Claims Education**

Customized municipal seminars on claims related topics delivered to solve specific risk issues.

## **Expertise**

Canadian municipal claims experience and expertise is important. Our understanding of the complex municipal landscape allows us to better service your unique claims requirements.

# Your Insurance Coverage

# Important Information

## **General Information**

The premium quoted is based on information provided at the date of this Report (the date is noted on the first page of this report/quotation). Additional changes to information are subject to satisfactory underwriting information and express approval by Intact Public Entities Inc. Changes in information and coverage may also result in premium changes.

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

## Wildfire and Flood Exposures

Due to the high risk of wildfires and active floods, Intact Public Entities Inc. is taking a very conservative approach to such exposures/natural disasters. We are currently reviewing all risks to determine if any part of a risk is within 50km of an active wildfire or 15km of an active flood event.

## **Quoting and Binding Coverage Restrictions**

The quote provided is only valid for 60 days. Should you require an extension beyond the 60 days from the date of this report, you must contact an underwriter at Intact Public Entities Inc. for written confirmation that the quotation is still valid.

Coverage quoted cannot be bound unless expressly agreed to in writing by an underwriter at Intact Public Entities. Intact Public Entities Inc. reserves the right to decline to bind coverage.

Your marketing representative can assist in co-ordinating your correspondence with the correct underwriter for the account should you wish a quotation extension or are requesting coverage be bound.

(Coverage is provided for those item(s) indicated below)

# Casualty

Coverage Description	(\$) *Deductible	s (\$) Limit of Insurance
General Liability (Occurrence Form) Broad Definition of Insured	5,000	15,000,000 Per Claim No Aggregate
Voluntary Medical Payments	Nil	50,000 Per Person 50,000 Per Accident
Voluntary Property Damage	Nil	50,000 Per Occurrence 50,000 Annual Aggregate
Voluntary Compensation - Employees	Nil	50,000 Each Person 250,000 Annual Aggregate
Sewer Backup	5,000 Per Claimant	Included
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	500,000 Per Claim 500,000 Aggregate
Forest Fire Expense	Nil	2,000,000 2,000,000 Aggregate
Abuse Liability – Claims Made Form	5,000	2,000,000 Per Claim 2,000,000 Aggregate
Abuse Liability Retroactive date: October 23, 2022		
Errors & Omissions Liability (Claims Made Form)	5,000	15,000,000 Per Claim No Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	5,000	500,000
Environmental Liability (Claims Made Form)	5,000	5,000,000 Per Claim 5,000,000 Aggregate

\*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

Follow Form – Excess Li Coverage Description	ability	(\$) Limit of Insurance
Excess Limit		10,000,000
Underlying Policy	(\$) Underlying Limit	
General Liability	15,000,000	
Abuse Exclusion Appli	es	
Errors & Omissions Liability	15,000,000	
Non-Owned Automobile	15,000,000	
Owned Automobile	15,000,000	

Total Limit of Liability (\$)

(Coverage is provided for those item(s) indicated below)

# Crime

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Employee Dishonesty – Form A (Commercial Blanket Bond)		1,000,000
Loss Inside the Premises (Broad Form Money & Securities)		200,000
Loss Outside the Premises (Broad Form Money & Securities)		200,000
Audit Expense		200,000
Money Orders and Counterfeit Paper Currency		200,000
Forgery or Alteration (Depositors Forgery)		1,000,000
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)		200,000
Fraudulent Induced Transfer Coverage	25,000	100,000

# Accident

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Board Members: Persons Insured Mayor, Deputy Mayor, and Four (4) Councillors Board Members Accidental Death & Dismemberment		250,000
Paralysis		500,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		300
Accidental Death of a Spouse while Travelling on Business		Included
24 Hour Coverage Endorsement		Included
Critical Illness: Persons Insured Mayor, Deputy Mayor and Four (4) Councillors		
Critical Illness (Subject to satisfactory application)		10,000
Volunteers Accidental Death & Dismemberment		50,000
Paralysis		100,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		250

(Coverage is provided for those item(s) indicated below)

# **Conflict of Interest**

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Fees Expenses	-	100,000 Per Claim
		No Aggregate

# Legal Expense (Claims Made)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Defence Cost		250,000
		500,000 Aggregate

(Coverage is provided for those item(s) indicated below)

# Property

Coverage is on an All Risk Basis unless otherwise specified. Basis of Settlement is Replacement Cost unless otherwise specified. The Deductible is on a Per Occurrence Basis.

Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	5,000	RC	19,610,936
Scheduled Items Coverage, Deductible and Basis of Settlement as per Schedule	5,000		2,534
Property Supplemental Cov (Included in the Total Sum Insured ur		n the wording)	
Building By-laws	5,000		10,000,000
Building Damage by theft	5,000		Included
Debris Removal	5,000		Included
Electronic Computer Systems			
Electronic Computer Hardware and Media	5,000		Included
Electronic Computer Systems Breakdown	5,000		400,000
Electronic Computer Systems – Extra Expense	5,000		100,000
Extra Expense Period of Restoration	5,000		90 Days
Expediting Expense	5,000		Included
Fire or Police Department Service Charges	5,000		Included
First Party Pollution Clean-up	5,000		1,500,000
Fungi and Spores	5,000		10,000
Furs, Jewellery and Ceremonial Regalia			
Ceremonial Regalia	5,000		Included
Furs and Jewellery	5,000		25,000
Inflation Adjustment	5,000		Included
Live Animals Birds or Fish	5,000		25,000
Newly Acquired Property	5,000		1,000,000
Professional Fees	5,000		Included
Property and Unnamed Locations	5,000		Included

Property Temporarily Removed Including while on Exhibition and during Transit	5,000	Included
Recharge of Fire Protection Equipment Expense	5,000	Included
Sewer Backup and Overflow	5,000	Included
Municipal & Public Administrat (In Addition to the Total Sum Insured		
Accounts Receivable	5,000	500,000
Bridges and Culverts	5,000	50,000
Buildings Owned due to Non	5,000	100,000
Payment of Municipal Taxes Buildings in the Course of Construction Reporting Extension	5,000	1,000,000
By Laws – Governing Acts	5,000	25,000
Consequential Loss Caused by Interruption of Services		
On Premises	5,000	Included
Off Premises	5,000	1,000,000
Cost to Attract Volunteers Following a Loss	5,000	10,000
Docks, Wharves and Piers	5,000	100,000
Errors and Omissions	5,000	Included
Exterior Paved Surfaces	5,000	50,000
Extra Expense	5,000	500,000
Fine Arts		
At Insured's Own Premises	5,000	50,000
On Exhibition	5,000	100,000
Fundraising Expenses	5,000	10,000
Green Extension	5,000	50,000
Growing Plants		
Any One Item	5,000	1,000
Per Occurrence	5,000	100,000
Ingress and Egress	5,000	Included
Leasehold Interest	5,000	25,000
Master Key	5,000	25,000
Peak Season Increase	5,000	25,000
Personal Effects	5,000	25,000
Property of Others	5,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	5,000	25,000
Signs	5,000	Included
Vacant Property	5,000	1,000,000
Valuable Papers	5,000	500,000

<b>Business Interruptio</b>	n		
Rent or Rental Value	5,000	600,000	
Additional Endorsen Virus and Bacteria Exclu			
Earthquake Coverage			
Earthquake Coverage	3% Minimum \$100,000	Included	
excluded proper Report.	<b>rthquake Coverage</b> erage applies to: all property insured unless ty will be shown under <b>Changes to Your In</b> plicable to each premises.		
Earthquake Aggregate – to All Provinces	Applicable	"Total Sum Insured" and "all coverages" as declared to the Insurer at the time of the "earthquake".	
Flood Coverage			
Flood Coverage	\$ 50,000	Included	
<ol> <li>Notes Applicable to Flood Coverage         <ol> <li>Flood coverage applies to: all property insured unless it is specifically excluded. Specifically excluded property will be shown under Changes to Your Insurance Program – Property in this Report.</li> <li>Deductible is applicable to each premises.</li> </ol> </li> </ol>			
Flood Aggregate – Applic Provinces	cable to All	"Total Sum Insured" and "all coverages" as declared to the Insurer at the time of the "flood".	
Other Endorsements			
Watercraft	5,000	2,500	
	(\$) Total Amount of Insurance	22,510,970	

RC = Replacement Cost ACV = Actual Cash Value VAL = Valued

(Coverage is provided for those item(s) indicated below)

# Equipment Breakdown (Advantage/BM31)

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	5,000	50,000,000 Per Accident
Extra Expense		500,000
Consequential Damage	1,000	50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Interruption by Civil Authority		30 days
Errors and Omissions		500,000
Loss of Data		100,000
Selling Price		Included
By-Law Cover		Included
Off Premises Mobile Object		25,000
Brands and Labels		250,000
Environmental "Green" Coverage		250,000
Service Interruption		Included Within 2500 metres
Contingent Business Interruption		25,000
Public Relations Coverage		10,000
Gross Rents	24 Hours	600,000
Loss of Profits	24 Hours	90,000

(Coverage is provided for those item(s) indicated below)

Owned Automobile		
Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Liability		
Bodily Injury		15,000,000
Property Damage		Included
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy
Direct Compensation – Property Damage		
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation- property damage.		
Loss or Damage**		
Specified Perils (excluding Collision or Upset)		
Comprehensive (excluding Collision or Upset)		
Collision or Upset		
All Perils	5,000	Included
Endorsements		
Fire Department Vehicles		Included
Notice of Cancellation		90 Days
Replacement Cost		Included
#5 - Permission to Rent or Lease Automobiles and Extending Coverage to Specified Lessee(s)		Included
#20 - Coverage for Transportation Endorsement		1,200/Occ
#21B - Blanket Fleet Coverage		50/50
#31 - Non - Owned Equipment		Included

#32 - Use of Recreational Vehicle by Unlicenced Operators

\* This policy contains a partial payment of loss clause.

A deductible applies for each claim except as stated in your policy.

Included

(Coverage is provided for those item(s) indicated below)

# **Facility User Solution**

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Commercial General Liability *an abuse exclusion is included within the wording	Nil	2,000,000
Non Owned Automobile	Nil	2,000,000
Medical Expenses – Per Person	Nil	10,000

# **Account Premium**

Prior Term	Total Annual Premium (Excluding Taxes Payable)	\$ 150,839	Total Annual Premium (Excluding Taxes Payable) <b>\$ 170,295</b>
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\*Please refer to the insurance contract for all limits, terms, conditions and exclusions that apply.

The premium Quoted is subject to a 15% minimum retained (unless otherwise stated).

# **Cost Analysis**

	Εχμ	biring Program Term	Rer	ewal Program Term
Casualty				
General Liability	\$	68,053	\$	75,009
Errors and Omissions Liability		4,467		5,360
Non-Owned Automobile Liability		227		238
Environmental Liability		4,137		4,592
Crime		1,187		1,246
Board Members Accident		1,471		1,167
Volunteers' Accident		155		163
Conflict of Interest		556		519
Legal Expense		773		812
Facility User Solution		1,000		1,000
Property				
Property		41,052		47,936
Equipment Breakdown		2,288		2,428
Automobile				
Owned Automobile		23,140		27,305
Excess				
Follow Form		2,333		2,520
Total Annual Premium	\$	150,839	\$	170,295
(Excluding Taxes Payable)				

# **Changes to Your Insurance Program**

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

Please be advised of the following changes to your insurance program that now apply:

# **PFAS Exclusion**

Effective December 31, 2022, IPE will exclude coverage for Perfluoroalkyl, Polyfluoroalkyl or other perfluorinated or polyfluorinated chemicals and compounds known as (PFAS) on municipal casualty business as follows:

- Liability
- Errors and Omissions Liability
- Environmental Liability
- Accidental Injury, Death and Dismemberment, Firefighters' Accident Benefits; Critical Illness; and
- Excess Liability

PFAS are often referred to as 'forever chemicals', a collection of synthetic chemicals that are extremely difficult to breakdown. For many years, PFAS substances have been used in a wide range of consumer and industrial products including foam used for fire fighting.

With increasingly greater regulatory attention and increased litigation across North America, insurers and reinsurers are adding this type of exclusion to their respective policy wordings as the exposure is deemed unquantifiable at this time.

Your renewal will reflect this change.

# **Liability and Errors and Omissions**

- Intact Public Entities is applying a Communicable Disease Outbreak Exclusion to all operations.
- When this endorsement is shown on the policy there is no coverage (including defence costs) for any
  actual, alleged or threatened virus, bacterium or other micro-organism that induces or is capable of
  inducing a communicable disease when the communicable disease is determined to be, a pandemic,
  epidemic, outbreak, disaster or public health or other emergency by the World Health Organization, or any
  agency or authority tasked with overseeing international or global public health, or by the Canadian
  government, including any federal, provincial, territorial or local agency, authority or official.
- **Important Note:** The communicable disease exclusion has been amended to respond to claims for a communicable disease caused by contaminated drinking water unless a pandemic or epidemic has been declared, determined, or recognized to be caused by a pandemic or epidemic by the World Health Organization, or any agency or authority tasked with overseeing International or global health, or by the Canadian government, including any federal, provincial, or territorial agency authority or official.
- The Endorsement is attached to Liability and Errors and Omission Coverage

# **Commercial Follow Form Excess Liability**

• We are making changes to our Commercial Follow Form Excess Liability Coverage – For additional information please refer to the document within this report entitled: Notice to Insureds Commercial Follow Form Excess Liability.

# **Property Policy**

# **Building Values Increased**

• Building values have been increased in order to reflect inflationary trends.

# **Building Bylaws and Newly Acquired Property Update**

- Please be advised, we will no longer be showing "Included" for these coverages. A specific limit will now be shown.
- Newly Acquired Property will no longer be included in the Total Insured Value.

## **Building By-Laws**

The Building By-Laws limit has been amended from Included to \$10,000,000 at renewal.

# **Newly Acquired Property**

The Newly Acquired Property limit has been amended from Included to \$1,000,000 at renewal.

# **Bridges and Culverts**

With respect to the recent Bridge report that was submitted for review:

- Extension limit of \$50,000 to remain for Bridges and Culverts. Wilson Lake Bridge No. 2 to be excluded until notice is provided that the immediate repair is complete.
- Action required replace the missing 200x 200 mm timber section in the northeast bearing crib.
- Lake Temagami Access Road Bridge to be excluded until notice is provided that the immediate repair is complete.
- Action required Repair the undermining of the west abutment.
- Quote can be provided to add Wilson Lake Bridge No. 1 to our Bridge Form. If required, we would need insured to provide Replacement Cost for quoting purposes. Wilson Lake Bridge No. 2 to be excluded until notice is provided that the immediate repair is complete.
- **Action required** replace the missing 200x 200 mm timber section in the northeast bearing crib and Lake Temagami Access Road Bridge to be excluded until notice is provided the immediate repair is complete.
- Action required repair the undermining of the West abutment. Once actions are complete, we can assess coverage available.

# **Equipment Breakdown**

- Changes have been made to the Blanket Coverage and Combined Limit Endorsement indicating those locations which are excluded.
- The Chlorofluorocarbon (CFC) Limitation is a new endorsement which has been added based on the expiring policy.
- Your Equipment Breakdown Advantage Policy is now provided by Intact Insurance Company as the Insurer. For additional information please refer to the document within this report entitled: Notice to Insureds Changes to your Equipment Breakdown Advantage Policy.

# Form GNGX408 – Lloyd's Additional Conditions

As per regulations, this new form has been amended to include a Service of Suit clause outlining the
process for bringing suit against Underwriters and contains updated Lloyd's contact information. In
addition, minor updates to the wording have been made however intent remains the same. Please review
your wordings for full details.



# NOTICE TO THE INSURED CHANGES TO YOUR EQUIPMENT BREAKDOWN ADVANTAGE POLICY

Your **Equipment Breakdown Advantage Policy** is now provided by Intact Insurance Company as the Insurer. The new policy aims to offer broad coverage for damage to electronic equipment, mechanical equipment, and production machinery. Due to changes in carriers, the structure of the wording, definitions, limitations and exclusions are different however we have endeavoured to make the change seamless and are providing a comparable product.

# The information contained in this document provides general information only, for complete information refer to your Declarations, Summary of Coverages and all wordings forming part of your policy.

We strongly encourage you to review your policy with your broker.

#### COVERAGE ADDITIONS AND ENHANCEMENTS include:

- Broad Buried Cable/Piping Coverage Is now covered through a return of coverage when such piping is in a conduit beneath the surface of the ground;
- Errors or Omissions In the event of any unintentional error or omission in the statements of values that you file with us or in the description of the insured property, we shall indemnify you subject to a maximum recovery of **\$500,000** in respect of any one breakdown;
- Loss of Data If data is lost or damaged, we will pay, up to the amount of \$100,000 in respect of any one breakdown;
- Service Interruption Coverage will apply if there is a breakdown of equipment not owned or operated which is situated on or within a 2500 metre radius of the premises which is increased from the previous 1000 metres;
- Brands & Labels Limit Increase We shall indemnify you, subject to a maximum of \$250,000 in respect to any one breakdown;
- Selling Price Coverage for your finished manufactured products or your merchandise is Included where
  previously no coverage was available charges to which these manufactured products or merchandise would
  have been subject had no loss occurred;
- Off-Premises Portable Objects Limit Increase We will pay, up to a maximum of \$25,000 in respect of any one breakdown;
- Public Relations We will pay, up to an amount of \$10,000 in respect of any one breakdown;
- Environmental "GREEN" Improvements If the equipment requires replacement due to a breakdown, we
  will pay you additional costs to replace your equipment with one that is better for the environment, and more
  efficient than the equipment being replaced. We will not pay more than 125% to a maximum amount of
  \$250,000 in respect of any one breakdown of what the cost would have been to replace with like kind, capacity,
  size, quality and function.

#### **COVERAGE REDUCTION** includes:

- New Acquisitions This Extension of Coverage under your new Policy now extends for a period of 180 days only (or to the date such location is added to your Policy by endorsement, or until the expiry date of your Policy, whichever occurs first). While there is a reduction in the time period, your new Policy provides up to the policy limit for both Business Interruption and Property Damage.
- Data Compromise and Identity Recovery Coverage are no longer coverages offered under the Equipment Breakdown policy offering.

#### ADDITIONAL QUESTIONS

We truly believe that you will appreciate the greater flexibility and solid protection your new **Equipment Breakdown Advantage** Form provides. The above is only an overview of the changes, please read your new policy wording carefully and keep it in a safe place, along with this notice and your insurance contract.

If you wish to review your policy coverage with an insurance professional or if you have any other questions, please contact your insurance broker – your best source for information and advice.



#### NOTICE TO THE INSURED

# IMPORTANT CHANGES TO YOUR FOLLOW FORM EXCESS LIABILITY WITH THE NEW COMMERCIAL FOLLOW FORM EXCESS LIABILITY FORM

#### PLEASE READ YOUR POLICY CAREFULLY

Dear Policyholder,

We wish to inform you that we have replaced your Follow Form Excess Liability to make it even more beneficial for you. Your new **Commercial Follow Form Excess Liability** has been completely restructured and now includes modifications to clarify coverage intent, which may result in reductions in coverage. You will note that some of the definitions, limitations and exclusions have been completely revised or added.

The information contained in this document provides general information only, for complete information refer to your Declarations, Summary of Coverage and all wordings forming part of your policy.

Here are some of the coverage adjustments that result from these changes:

#### CLARIFICATION OF LANGUAGE IN THE INSURING AGREEMENT

The Insuring Agreement under your new **Commercial Follow Form Excess Liability** now clearly outlines that, following the exhaustion of applicable limits of insurance of your underlying policy, your new Excess Form will provide coverage for up to limits of insurance indicated in your Declarations Page.

We have also added language to clarify that your new **Commercial Follow Form Excess Liability** coverage relies heavily on the underlying insurance policies and is subject to all of the terms and conditions of such policies. Consequently, the coverage provided under your new Excess Form will not be broader than the coverage afforded under any of your underlying insurance policies.

#### COVERAGE AND EXCLUSIONS

In order to explain coverage under this policy we have tailored our new coverage, restrictions and exclusions to provide clarity of intent:

- Prior and Pending Litigation is now expressly excluded from this coverage
- Under the Limits of Insurance section, there is now a clause for an Aggregate Limit. Where an Aggregate Limit applies, the amount will be shown in the Declaration Pages. Please refer to Section II – Limits of Insurance for further detail.
- Under the Special Conditions section, we have included a Maintenance of Underlying Insurance provision, that
  provides that any underlying insurance must be maintained in full effect during the policy period without reduction of
  coverage or limits, except for the exhaustion or reduction of such limits.
- Other Special Conditions have been modified and new ones added, that may be more restrictive than before. Please refer
  to Section IV Special Conditions in the form wording for the complete listing.
- Definitions have been added to the policy to provide clarity. Incident is now clearly defined as an occurrence, accident, offence, act, or other event, to which the underlying insurance applies. Please refer to Section IV Definitions in the form wording for the complete listing.
- The Schedule of Coverage has been amended and now clearly differentiates the layers of excess applies

Intact Public Entities 278 Pinebush Road, Suite 200, Cambridge, Ontario, N1T 1Z6 Toll free 1 800 265 4000 intactpublicentities.ca

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#### ADDITIONAL ENDORSEMENTS

You may see a number of additional stand-alone endorsements under your new Commercial Follow Form Excess Liability policy.

The following types of endorsements may now be shown to clarify coverage intent:

- Through the use of various endorsements, we have now clarified that excess coverage does not apply when there are sub-limits shown on your underlying policies unless otherwise endorsed. For example, some of the more common exclusions under excess would include Medical Payments, Voluntary Property Damage or Fire Fighting Expenses. These items have specific limits under the liability policy which are not intended to extend to the Commercial Follow Form Excess Liability policy.
- Coverage may be expressly excluded for specific items by way of endorsements. As an example, the Cyber and
  Data Limitation endorsement may provide limited coverage on the underlying Liability Policy but will now be expressly
  excluded by endorsement on the Commercial Follow Form Excess Liability.
- Additional Limitation Endorsements may apply to the Commercial Follow Form Excess Liability. A limitation
  endorsement may apply to your excess policy. An example of this would be Products Coverage or Products and Completed
  operations which may be subject to an aggregate limit under the liability policy. An endorsement would be applied to the
  Commercial Follow Form Excess Policy to implement an Aggregate under the excess policy as well.

#### LIBERALIZATION CLAUSE - 1 YEAR

To provide you with a seamless transition, a **liberalization clause** has been added to this renewal of your policy to address differences in coverages and ensure that you receive the most favourable coverage between your new and expiring policies (except as specifically noted in the liberalization endorsement attached to your policy).

#### ADDITIONAL QUESTIONS

The above is only an overview of the changes, please read your new policy wording carefully and keep it in a safe place, along with this notice and your insurance contract.

If you wish to review your policy coverage with an insurance professional or if you have any other questions, please contact your insurance broker – your best source for information and advice.

Rest assured that we will continue to provide specialized insurance programs for Municipal and Public Administration and Community Service organizations across Canada and we understand the unique nature of these operations.

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# **Program Options**

Intact Public Entities offers a comprehensive insurance program. Outlined below are the program options, followed by your current coverage highlights.

# **Crime Coverage – Other Optional Coverages**

- Other Optional Coverages are also available. See attached Crime Cover Options page for further details.
- Quote is available on request (completed application is required).

# Crime Coverage – Fraudulently Induced Transfer Coverage

- Fraudulently Induced Transfer Coverage is now available. Covers a loss when an Insured under the policy has been intentionally mislead by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.
- For coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

# **Property Coverage – Income Replacement**

- Income can change from year to year so it is important to annually review your Business Interruption needs.
- Higher limits or Optional Coverages to protect your income are available.
- All income producing facilities need to be considered (e.g. arenas, pools, libraries, community halls etc.)

# **Remotely Piloted Aircraft Systems (UAV) Coverage**

- Property and/or Liability Cover may be available for Remotely Piloted Aircrafts (UAV).
- Application required to quote.
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.



# **Description of Coverage**

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

# **Municipal Liability Coverage Highlights**

# **Overview**

We are specialists at insuring Municipal & Public Administrations. Our liability wording has been specially designed to meet the unique needs of these types of risks.

# Coverage

- Limits up to \$50,000,000 Available.
- Occurrence coverage with No General Aggregate.
- Territory World-wide for all coverage.
- Products and Completed Operations liability arising out of the Insured's operations conducted away from the Insured's premises once those operations have been completed or abandoned.
- Bodily Injury including coverage for assault and battery.
- Personal Injury coverage broad coverage (including advertising coverage) for acts that violate or infringe on the rights of others.
- Liquor Liability for bodily injury or property damage imposed upon an Insured by a Liquor Liability Act.
- Blanket Contractual for liability assumed by the Insured in contracts, whether reported to the insurer or not.
- Products Liability legal liability incurred by an Insured because of injury or damage resulting from a product's exposure.
- Professional/Malpractice Liability including for bodily injury or property damage from professional exposures.
- Employers Liability providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed on the Insured by a workers compensation law.
- Sewer backup Liability
- Watercraft Liability full coverage with no restrictions.
- Tenants legal liability
- Cross Liability
- Broad Definition of Insured.

# **Common Endorsements**

In addition to the base wording, we have many optional endorsements to tailor coverage for individual accounts including:

- Wrongful Dismissal (Legal Expense)
- Forest Fire Expense
- Marina Liability Extension
- Sexual Abuse Therapy and Counselling Extension for long term care homes.
- Other endorsements specifically crafted for a particular exposure.

# **Coverage is Provided for Unique Exposures**

- Products and Completed Operations Aggregate Limit may come into play for exposures such as road maintenance, snow removal, garbage collection / waste disposal, street cleaning or other duties that the Insured Municipality has to perform on behalf of third parties.
- Assault and battery coverage is imperative when there are security exposures (e.g. police).
- Products exposures such as utilities (e.g. water) are covered.
- Full Malpractice including Medical Malpractice as well as professional exposures are covered.
- Professional exposures include those such as medical, engineering, design errors or building inspection operations.

# Municipal & Public Administration Errors and Omissions Liability Coverage Highlights

# **Municipal & Public Administration Errors and Omissions Insurance**

Municipal & Public Administration Errors and Omissions Insurance (E&O) Coverage protects risks from civil litigation caused by allegations of professional negligence or failure to perform professional duties. Errors and Omissions focuses on providing coverage when there is financial loss to a third party (rather than bodily injury or property damage as general liability does).

Features	
Limits	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
Defence Costs	Over and above the Limit of Insurance. Whether a potential claim is baseless, or not, mounting legal expense can have serious monetary consequences for an Insured.
No Annual Aggregate	With higher out of court settlements and increased damage awards, large or even a series of small claims can quickly erode an annual aggregate limit.
Claims Made Policy	Pays for claims occurring and reported during the policy period. Our policy provides retroactive coverage (no date need be specified) and stipulates that a claim is first known only when written notice is first received.
Claims Definition	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
Insured Definition	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.
Coverage Is Provided I	For Unique Exposures
Insurance	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
Benefit Plans	Errors or Omissions in administering Employee Benefit Plans are covered.
Misrepresentations	Municipal governments are required to provide information with respect to local matters and must ensure the information which is provided is accurate, true and not misleading. Our definition of a Wrongful Act covers misstatements or misleading statements
Other Specialists and Services	Covers errors or omissions when they are rendered in connection with operations that are typical of public sector such as those of building inspections, zoning, planning, developing or regulating by-laws. Officials and employees acting in good faith are often times the subject of lawsuits.

# Non-Owned Automobile Coverage Highlights

# Overview

Non-Owned and hired automobile liability insurance covers bodily injury and property damage caused by a vehicle not owned by the Insured (including rented or borrowed vehicles). Coverage is provided for Third Party Liability arising from the use or operation of any automobile not owned or licensed in the name of the Insured if it results in bodily injury (including death), property damage (if the property was not in possession of the Insured) to a third party.

# Features

## SEF No. 96 Contractual Liability:

 When renting a vehicle you engage in a contractual relationship with the rental company where you assume liability for the operation of the automobile. It is therefore important that contractual coverage is added to the policy by way of an endorsement known as SEF (Standard Endorsement Form) No. 96. Contractual Liability coverage is automatically provided for all written contractual agreements with our Non-Owned Automobile coverage.

## SEF No. 99 Long Term Lease Exclusion:

• When Contractual Liability is provided under the policy there is also an exclusion for Long Term Leased vehicles SEF No. 99. This excludes coverage for vehicles hired or leased for longer than a certain period such as 30 days.

## Territory:

• The Non-Owned Automobile policy provides coverage while in Canada and United States.

# **Termination Clause:**

• The standard termination clause has been amended in that the Insured may still provide notice of cancellation at any time, however, the Insurer must provide ninety days' notice of cancellation to the Insured rather than the standard 15 or 30 days.

## SEF No. 94 Legal Liability (Physical Damage) to a Hired/Rented Automobile:

 We automatically provide coverage for damage to a vehicle that you have hired or rented. Coverage is provided via endorsement SEF No. 94. We automatically provide 'All Perils' coverage. The limit of coverage will vary per client.

# Additional Information

Courts have repeatedly held that when an automobile is used on a person's behalf or under a person's direction, that person (or entity) has a responsibility for the operation of the automobile and may be held liable for damages in the event of an accident even though he or she is not the owner or driver of the vehicle. This common law principle has been supported by a number of court decisions making an employer responsible for the use and operation of an automobile when an employee is operating an automobile (not owned by the employer) while being used for the employer's business.

# **Environmental Coverage Highlights**

## Overview

Pollution incidents are a significant risk that can result in serious harm to public health and safety as well as to the environment.

We provide pollution liability insurance for claims for third party bodily injury and property damage. Coverage is provided on a blanket basis resulting from pollution conditions on or migrating from premises owned, occupied, rented or leased by the insured that are discovered and are reported during the policy period. The policy responds to events that are gradual in nature as well as those that are sudden and accidental, causing third party damage whether pollutants are released on land, into the atmosphere or in the water.

# Features

## **Defence Costs**

 Our Defence costs are over and above the limit of insurance and will respond even if allegations are groundless or false.

### Storage Tanks

• Seepage or leakage from both above and below ground storage tanks are covered without being specifically listed on the policy.

### Territory

• Worldwide territory.

### Limits of Insurance

• Both a 'per incident' and an 'aggregate' limit is applicable.

### Additional Information

Environmental exposures pose an imminent and substantial threat to public health, safety or welfare or to the environment. Exposures could stem from: wastewater treatment plants, electric utility plants, construction sites, flood and rainwater runoff or retention basins, underground fuel storage tanks, herbicides, pesticides, and fertilizers, road salts and chemicals used to de-ice roads and bridges, contaminated waste from medical facilities or health clinics, marina's, fire-fighting chemicals or even contaminated swimming pools.

An environmental exposure arising from sewers is covered under our liability.

# **Crime Coverage Highlights**

# Overview

Our crime coverage is one of the broadest and most flexible in the industry. An Insured may elect to purchase any or all of the Standard Crime Coverage we have available. In addition to the Standard crime coverage the Insured may elect to also purchase any of our Optional Coverages.

# **Optional Crime Coverage Includes:**

- Extortion Coverage (Threats to persons and property).
- Pension or Employment Benefit Plan coverage.
- Residential Trust Fund Coverage.
- Credit Card Coverage.
- Client Coverage (Third Party Bond).
- Fraudulently Induced Transfer Coverage (otherwise known as Social Engineering). Separate Coverage Highlights Sheet for Fraudulently Induced Transfer Coverage is available.

# For more information on our Optional Coverage refer to our Crime Coverage Options Highlight Sheet.

# Features of Our Standard Crime Coverage

Below is a brief description of the Standard Crime Coverage an Insured may elect to purchase:

# Employee Dishonesty – Form A Commercial Blanket Bond

• This protects the employer from financial loss due to the fraudulent activities of an employee or group of employees. The loss can be the result of theft of money, securities or other property belonging to the employer.

## Loss Inside and Loss Outside the Premises (Broad Form Money and Securities)

 Covers loss by theft, disappearance, or destruction of the Insured's money and securities inside the Insured's premises (or Insured's bank's premises) as well as outside the Insured's premises while in the custody of a messenger.

# Money Orders and Counterfeit Paper Currency

# **Covers Loss**

- Due to acceptance of a money order that was issued (or is purported to have been issued) by a post office or express company; and
- From the acceptance of counterfeit paper currency of Canada or the United States.

# Forgery and Alteration

 Covers loss due to dishonesty from a forgery or alteration to a financial instrument (cheque, draft or promissory note).

### Audit Expense

• Coverage for the expenses that are incurred by the Insured for external auditors to review their books in order to establish the amount of a loss. This is a separate limit of insurance.

### Computer and Transfer Fraud (Including Voice Computer Toll Fraud)

- Loss caused when money, securities, or other property is transferred because of a fraudulent computer entry
  or change. The entry or change must be within a computer system that the Insured owns (and on their
  premises).
- Loss caused when money or securities are transferred, paid, or delivered from the Insured's account at a financial institution based on fraudulent instructions (at the financial institutions premises).
- Voice computer toll fraud covers the cost of long distance calls if caused by the fraudulent use of an account code or a system password.

# **Board Members' (Including Councillors') Accidental Death and Dismemberment Coverage Highlights**

D&D and Paralysis Limits	Option 1	Option 2
Accidental Death or Dismemberment (including loss of life and he	•	\$250,000
Paralysis Coverage - 200% of Accidental Death and Dismember	rment Limit	
Permanent Total Disability - Accidental Death and Dismemberme		
Weekly Indemnity	Option 1	Option 2
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300
Accident Reimbursement - \$15,000		
Chiropractor	Crutches <sup>†</sup>	
Podiatrist/Chiropodist	Splints <sup>†</sup>	
Osteopath	Trusses <sup>†</sup>	
Physiotherapist	Braces (excludes dental braces)	j†
Psychologist	Casts <sup>†</sup>	
Registered or Practical Nurse	Oxygen Equipment – Iron Lung	
Trained Attendant or Nursing Assistant <sup>‡</sup>	Rental of Wheelchair	
Transportation to nearest hospital <sup>†</sup>	Rental of Hospital Bed	
Prescription drugs or Pharmaceutical supplies <sup>‡</sup>	Blood or Blood Plasma <sup>‡</sup>	
Services of Physician or Surgeon outside of the province †Maximum \$1,000 per accident. ‡If prescribed by physician	Semi Private or Private hospital	room <sup>‡</sup>
Dental Expenses		
Dental Expenses		\$5,000
Occupational Retraining – Rehabilitation		
Retraining – Rehabilitation for the Named Insured		\$15,000
Spousal Occupational Training		\$15,000
Repatriation		
Repatriation Benefit (expenses to prepare and transport body ho	me)	\$15,000
Dependent Children – Per Child		
Dependent Children's Education (limit is per year- maximum 4 ye	ears)	\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 yea		\$10,000
Transportation/Accommodation		
(When Treatment Is Over 100km From Residence)		
Transportation costs for the Insured when treatment is over 100k	m from home.	\$1,500
Transportation and accommodation costs when Insured is being	treated over 100km from home.	\$15,000
Home Alternation and Vehicle Modification		
Expenses to modify the Insured's home and/or vehicle after an a	ccident.	\$15,000
Seatbelt Dividend		
10% of Principal Sum		\$25,000
Funeral Expense		
Benefit for loss of life		\$10,000

Identification Benefit			
Benefit for loss of life			\$5,000
Eyeglasses, Contact Lenses and	Hearing Aids		
When Insured requires these items due to	o an accident.		\$3,000
Convalescence Benefit – Per Day			
Insured Coverage			\$100
One Family Member Coverage			\$50
Workplace Modification Benefits			
Specialized equipment for the workplace.			\$5,000
Elective Benefits			
Complete Fractures			
Skull	\$ 5,200	Foot & Toes	\$ 2,200
Lower Jaw	\$ 2,800	Two or More Ribs	\$ 1,900
Collar Bone	\$ 2,800	Colles' fracture	\$ 2,800
Shoulder Blade	\$ 3,500	Potts' fracture	\$ 3,400
Shoulder Blade complications	\$ 3,700	Dislocation	
Thigh	\$ 4,600	Shoulder	\$ 2,200
Thigh/hip joints	\$ 4,600	Elbow	\$ 2,200
Leg	\$ 3,500	Wrist	\$ 2,500
Kneecap	\$ 3,500	Hip	\$ 4,600
Knee/joint complications	\$ 4,000	Knee	\$ 3,500
Hand/Fingers	\$ 2,200	Bones of Foot or Toe	\$ 2,500
Arm (between shoulder & elbow)	\$ 4,600	Ankle	\$ 2,800
Forearm (between wrist & elbow)	\$ 2,800		· )
Aggregate Limit			
Aggregate Limit only applicable when 2 of	r more board members	are injured in same accident.	\$ 2,500,000
			+ =, , <b>• • •</b>

### **Coverage Extensions**

- Standard coverage is applicable while the Insured is 'On Duty'. Coverage for Accidents that may occur 24/7 may be purchased.
- Accidental Death of a Spouse While Travelling on Business is automatically included when this coverage is
  purchased. This endorsement provides for Accidental Death of a spouse when the spouse is travelling with an
  Insured Person on business. Coverage applies while travelling to or from such an event and /or if the loss of life
  occurs within one year of the accident.
- When Board Members' Accidental Death and Dismemberment Coverage is purchased, the Insured also has the option to purchase Critical Illness Coverage.

# Additional Information

- Loss of life payments up to 365 days from date of Accident or if permanently disabled up to 5 years.
- Weekly Indemnity coverage pays in addition to Elective Benefits.
- Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.

# **Critical Illness Coverage Highlights**

## **Features**

- \$10,000 Coverage (each applicant).
- Coverage up to 75 years of age.
- No Deductible.
- No Medical Examination Required (one-page application only).

## **Critical Illnesses Covered**

- Heart Attack (Myocardial Infarction)
- Coronary Artery Bypass Surgery
- Stroke
- Cancer
- Kidney Failure
- Major Organ Transplant
- Multiple Sclerosis
- Paralysis
- Aorta Graft Surgery
- Parkinson's disease

- Heart Valve Replacement
- Benign Brain Tumor
- Alzheimer's disease
- Third Degree Burns
- Coma
- Blindness
- Deafness
- Loss of Speech
- Motor Neuron Disease

# **Exclusions Typical to Critical Illness Policies**

- War or while in the armed forces.
- Suicide, attempted suicide or self-inflicted injuries.
- AIDS (Acquired Immune Deficiency Syndrome) and/or infection with HIV (Human immunodeficiency virus).
- Extreme Sports (e.g. scuba diving, parachuting, hang gliding, rodeo events).
- Negligence or non-compliance in seeking and/or following reasonable medical treatment.
- While under the influence of alcohol or drugs.
- Illnesses as a result of pregnancy.

# **Policy Limitations**

- Coverage for pre-existing conditions expressly excluded.
- Critical Illness benefit is only payable once, regardless of the number of critical illnesses and Insured claims.
- When a Critical Illness benefit is paid to an Insured Person, they are no longer insurable and coverage ceases.

### \* Coverage is subject to a satisfactory application and underwriting approval for each Applicant.

# Additional Information

 Coverage is only available when Board Members' Accidental Death and Dismemberment Coverage is purchased.

# **Applicant Approval**

• Coverage is subject to a satisfactory application and underwriting approval for each Applicant.

# Volunteers' Accidental Death and Dismemberment Coverage Highlights

# AD&D and Paralysis Limits

Accidental Death or Dismemberment	\$50,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit	\$100,000
Weekly Indemnity	
Total Loss of Time	\$500
Partial Loss of Time	\$250
† Volunteer must be gainfully employed immediately prior to an accident for weekly indemnity benefits	

# Accident Reimbursement - \$15,000

Chiropractor	Crutches <sup>†</sup>
Podiatrist/Chiropodist	Splints <sup>†</sup>
Osteopath	Trusses <sup>†</sup>
Physiotherapist	Braces (excludes dental braces) <sup>†</sup>
Psychologist	Casts <sup>†</sup>
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant <sup>‡</sup>	Rental of Wheelchair
Transportation to nearest hospital <sup>†</sup>	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies <sup>‡</sup>	Blood or Blood Plasma <sup>‡</sup>
Services of Physician or Surgeon outside of the	Semi Private or Private hospital room <sup>‡</sup>
†Maximum \$1,000 per accident. ‡lf prescribed by physician.	

# **Dental Expenses**

Dental Expenses	\$5,000
Occupational Retraining – Rehabilitation	
Retraining – Rehabilitation for the Volunteer	\$15,000
Spousal Occupational Training	\$15,000
Repatriation	
Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
Dependent Children – Per Child	
Dependent Children's Education (limit per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit per year- maximum 4 years)	\$10,000
Transportation/Accommodation (When Treatment Is Over 100km From Residence.)	
Insured Coverage	\$1,500
Family Member	\$15,000
Home Alteration and Vehicle Modification	
Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000

10% of Principal Sum when proof of wearing a seatbelt.	\$5,000
To vol a finicipal curr which proof of wearing a seabert.	φ0,000
Funeral Expense	
Benefit for loss of life.	\$10,000
Identification Benefit	
Transportation and accommodation costs for family member to identify Insured's remains.	\$5,000
Eyeglass, Contact Lenses and Hearing Aids	
When Insured requires these items due to an accident.	\$3,000
Convalescence Benefit – Per Day	
Confined to hospital.	\$100
Outpatient.	\$ 50
Workplace Modification Benefits	
Specialized equipment for the workplace.	\$5,000
Aggregate Limit	
Aggregate Limit only applicable when 2 or more volunteers are injured in same accident.	\$ 1,000,000
Additional Information	
<ul> <li>Loss of life payments up to 365 days from date of Accident Weekly Indemnity payments to</li> </ul>	ake other income
sources into consideration (e.g. automobile, CPP, group plans).	

- Coverage is applicable to Insured 80 years of age or under.
- Coverage is afforded to the Volunteer only when they are 'On Duty'.

# **Conflict of Interest Coverage Highlights**

# Overview

Conflict of Interest can be described as a situation in which public servants have an actual or potential interest that may influence or appear to influence the conduct of their official duties or rather divided loyalties between private interests and public duties.

Conflict of Interest coverage provides protection for the cost of legal fees and disbursements in defending a charge under the Municipal Conflict of Interest Act (or other similar Provincial Legislation in the respective province of the Insured).

# **Features**

Coverage is offered as a standalone coverage providing the client a separate limit of insurance that is not combined with any other coverage such as legal expense coverage.

- Per Claim Limit only No Annual Aggregate.
- Coverage provided on a Reimbursement Basis.

# **Coverage Description**

Coverage is provided for legal costs an Insured incurs in defending a charge under the Provincial Conflict of Interest Act if a court finds that:

- There was no breach by the Insured; or
- The contravention occurred because of true negligence or true error in judgment; or
- The interest was so remote or insignificant that it would not have had any influence in the matter.

# Additional Information

Coverage is provided for elected or appointed members of the Named Insured including any Member of its Boards, Commissions or Committees as defined in the 'Conflict of Interest Act' while performing duties related to the conduct of the Named Insured's business.

Conflict of Interest coverage is applicable to only those classes of businesses that are subject to the Municipal Conflict of Interest Act (or other similar Provincial legislation in the respective province of the Insured).

## Legal Expense Coverage Highlights

#### **Coverage Features**

We offer comprehensive Legal Expense Coverage to protect an Insured against the cost of potential legal disputes arising out of your operations.

- Coverage will pay as costs are incurred.
- Broad Core Coverage.
- Optional Coverage.
- Coverage for Appeals for Legal Defence Costs and any Optional Coverage purchased.
- Unlimited Telephone Legal Advice and access to Specialized Legal Representation in event of legal disputes.
- Additional Optional Coverage available.
- Broad Definition of Insured including managers, employees and volunteers.

#### **Broad Core Coverage**

The core coverage provides Legal Defence Costs for:

- Provincial statute or regulation (including human rights tribunals).
- Criminal Code Coverage when being investigated or prosecuted. Coverage is applicable whether pleading guilty or a verdict of guilt is declared.
- Civil action for failure to comply under privacy legislation.
- Civil action when an Insured is a trustee of a pension fund for the Named Insured's employees.

#### **Optional Coverage**

In addition to the Core Coverage an Insured can mix and match any of the following Optional Coverage:

- Contract Disputes and Debt Recovery
- Statutory License Protection
- Property Protection
- Tax Protection

#### **Limits and Deductibles**

- Coverage is subject to an Occurrence and an Aggregate Limit.
- The Core Coverage is typically written with no deductible however a deductible may be applied to Optional Coverage.

#### Exclusions

- Each Insuring Agreement is subject to Specific Exclusions and Policy Exclusions.
- Municipal Conflict of Interest Act (or other similar provisions of other Provincial legislation) is excluded.
   \* Conflict of Interest Coverage may be provided under a separate policy for eligible classes of business.

#### Telephone Legal Advice and Specialized Legal Representation

- General Advice (available from 8 am until 12 am local time, 7 days a week).
- Emergency access to a Lawyer 24 hours a day, 7 days a week.
- Services now automatically include the option of using an appointed representative from a panel of Lawyers with expertise in a variety of areas.

#### **Client Material and Wallet Card**

- The 'Legal Expense Important Information' wording attached to each policy explains the steps that are to be taken in event of a claim.
- A wallet card is now attached to the policy which the Named Insured can copy & distribute to each Insured (e.g. managers, employees, etc.).

## **Property Coverage Highlights**

#### **Overview**

Property insurance is about planning for the unexpected and protecting your physical assets in order to minimize your business disruption should a loss occur. It is important that your property insurance includes broad coverage to protect these assets (e.g. buildings and other property you own, lease or are legally liable for) from direct physical loss.

We will work closely with you to customize a property coverage solution. We cover a wide variety of property, including buildings, inventory and supplies, office furniture and fixtures, computers, electronics, equipment (including unlicensed mobile equipment, maintenance and emergency equipment) and other unique property.

The Intact Public Entities property wording is flexible and adaptable. Your policy will be comprised of a Base Property Wording and a Municipal & Public Administration Extension of Coverage Endorsement as well as any miscellaneous or specific endorsements to tailor coverage to meet your needs.

#### Features and Benefits

Features and Benefits include:

- Coverage is typically written on an all-risk basis including replacement cost.
- Our standard practice is to write property on a Property of Every Description (POED) or blanket basis, however, coverage can be scheduled separately if required.
- We have two Deductible Clauses: A standard Deductible Clause and a Dual Policy Deductible Clause. The Dual Policy Deductible clause states how a deductible will be applied when there is both an automobile policy and a property policy involved in the same loss (when both policies are written with Intact Public Entities)
- Worldwide Coverage
- Unlicensed Equipment (e.g. Contractors Equipment): Automatically includes Replacement Cost as the basis of settlement regardless of age. This can be amended to an Actual Cash Value (ACV) or Valued basis if required (applicable only if the Insured owns the unlicensed equipment)
- Flood and Earthquake coverage are available

#### Supplemental Coverage Under the Base Property Wording

The Base Property Wording automatically includes numerous Supplemental Coverages such as:

- Building Bylaws
- Building Damage by Theft
- Debris Removal Expense
- Electronic Computer Systems
- Expediting Expense
- Fire or Police Department Service Charges
- First Party Pollution Clean-Up Coverage
- Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss)

- Furs, Jewellery and Ceremonial Regalia
- Inflation Adjustment
- Live Animals, Birds or Fish
- Newly Acquired Property
- Professional Fees
- Property at Unnamed Locations
- Property Temporarily Removed including while on Exhibition and during Transit
- Recharge of Fire Protective Equipment
- Sewer Back Up and Overflow

Note: The Supplemental Coverage does not increase your Total Sum Insured in most cases.

#### **Municipal & Public Administration Extensions of Coverage Endorsement**

Each Extension of Coverage has an individual Limit of Insurance and will be shown on the Summary of Coverage/Declarations Page.

The Limit of Insurance for each Extension of Coverage is over and above the Total Sum Insured (unless shown as 'included' on the declarations or otherwise stipulated within the wording).

- Accounts Receivable
- Bridges and Culverts
- Building Coverage Owned Due to the Non Payment of Municipal Taxes – Named Perils Coverage applies.
- Building(s) in the Course of Construction
   Reporting Extension
- By Laws Governing Acts
- Consequential Loss caused by Interruption of Services
- Cost to Attract Volunteers Following a Loss
- Docks, Wharves and Piers
- Errors and Omissions
- Exterior Paved Surfaces
- Extra Expense
- Fine Arts at Own Premises and Exhibition Site
- Fundraising Expenses

- Green Extension
- Growing Plants
- Ingress and Egress
- Leasehold Interest
- Master Key
- Peak Season Increase
- Personal Effects
- Property of Others
- Rewards: Arson, Burglary, Robbery and Vandalism
- Signs
- Vacant Properties Named Perils Coverage applies on an Actual Cash Value basis.
- Valuable Papers

## **Equipment Breakdown Advantage Highlights**

#### Overview

Property policies typically exclude losses that Equipment Breakdown Insurance is designed to cover.

Equipment Breakdown Coverage insures against losses (property damage and business interruption) resulting from 'accidents' (as defined in the wording) to various types of equipment such as pressure, mechanical, electrical and pressure equipment. Coverage also extends to electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

#### Features

Coverage is extended to pay for:

**Property Damage:** The cost to repair or replace damaged equipment or other covered property, including computers, due to a covered accident.

**Business Income:** The loss of business income due to an interruption caused by a covered accident from the date of loss until such equipment is repaired or replaced or could have been repaired or replaced plus additional time to allow your business to become fully operational.

Extra Expense: Additional costs (e.g., equipment rental) you incur after a covered loss to maintain normal operations.

**Expediting Expenses:** The cost of temporary repairs or to expedite permanent repairs to restore business operations.

**Service Interruption:** Business income and extra expense resulting from a breakdown of equipment owned by a supplier with whom the Insured has a contract to supply a service. If there is no contract, the equipment must be within 2500 metres of the location.

Data Restoration: The restoration of data that is lost or damaged due to a covered loss.

By laws: The additional costs to comply with building laws or codes.

**Other Coverage:** Spoilage, Hazardous Substances, Ammonia, Water damage, Professional Fees, Errors and Omissions, Newly Acquired Locations or Civil Authority

#### **Coverage Automatically Includes:**

**Microelectronics Coverage:** Provides insurance when physical damage is not detectable or when firmware or software failure causes non-physical damage. Triggered when covered equipment suddenly stops functioning as it had been and that equipment or a part containing electronic circuitry must be replaced.

**Service Interruption:** Pays for business interruption and extra expense when your cloud computing service provider experiences an outage due to an equipment breakdown.

Off Premises Objects: Extends coverage to transportable equipment anywhere in North America.

Brands and Labels: Pays for the cost of removing labels or additional cost of stamping salvaged merchandise after a loss.

**Equipment Upgrade:** Pays for any increase in the replacement of new equipment that is capable of preforming the same functions that may include technological improvements, 25% max of \$250,000.

**Selling Price:** Pays for regular cash selling price at the time of loss of such manufactured products or merchandise at the location

#### **Other Benefits**

**Public Relations Coverage:** (when business income coverage is purchased other than extra expense) pays for public relations assistance to help manage your reputation that may be damaged by business interruption or data loss.

**Contingent Business Interruption:** (when business income coverage is purchased other than extra expense) pays for Business Income resulting from a covered accident to property not owned, operated or controlled by the Insured.

#### **Additional Information**

Intact automatically provide inspection services for boilers and pressure vessels to satisfy the provincial inspection requirements on our behalf.

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## **Owned Automobile Coverage Highlights**

#### Overview

We can provide mandatory automobile coverage for all licensed vehicles owned and/or leased by the Insured.

#### Features

#### Third-Party Liability Coverage:

 Coverage is provided for Third Party Liability (bodily injury and property damage) protecting you if someone else is killed or injured, or their property is damaged. It will pay for claims as a result of lawsuits against you up to the limit of your coverage, and will pay the costs of settling the claims. Coverage is for licensed vehicles you own and/or leased vehicles.

#### Standard Statutory Accident Benefits Coverage:

 We automatically provide standard benefits if you are injured in an automobile accident, regardless of who caused the accident. Optional Increased Accident Benefits Coverage is available upon written request.

#### **Optional Statutory Accident Benefits Coverage - Available upon request**

 Including coverage for: Income Replacement; Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation; Attendant Care; Enhanced Medical Rehabilitation & Attendant Care; Death & Funeral; Dependent Care; Indexation Benefit (Consumer Price Index) – Ontario

#### Direct Compensation Property Damage:

• Covers damage to your vehicle or its contents, and for loss of use of your vehicle or its contents, to the extent that another person was at fault for the accident as per statute.

#### Physical Damage Coverage:

 Various basis of settlement including: Replacement Cost, Valued Basis and Actual Cash Value. Refer to Automobile Replacement Cost Coverage Change Highlights page for details on Replacement Cost Coverage.

#### Additional Information

#### Blanket Fleet Endorsement:

Coverage may be provided on a blanket basis under the 21B – Blanket Fleet Endorsement. When this
endorsement is attached to the policy, premium adjustment is done on renewal. Adjustment is made on
a 50/50 or pro rata basis as specified in the endorsement. Mid-term endorsements are not processed on
policies with this blanket cover.

#### Single Loss:

• If a single loss involves both the Automobile and Property Insurance policies, the Property policy deductible is waived only on any insured property attached to the automobile.

For a list of vehicles quoted, refer to Exhibit "B".

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## **Commercial Follow Form Excess Liability Coverage** Highlights

#### Overview

Excess liability coverage provides an additional limit of insurance coverage over and above the limits of insurance afforded under the applicable underlying insurance. An excess policy offers you additional insurance protection over and above the limits of your underlying policy. Example if your underlying policy has an occurrence limit, an excess policy can provide additional protection in event of a catastrophic loss. It can provide added protection if an aggregate limit on an underlying policy has been exhausted.

The follow form excess policy typically "follows" the insuring agreements, exclusions, and conditions of the underlying policy. This means that we not only provide additional limits of liability over the primary liability policy, but such coverage matches the underlying policy (except in instances where an endorsement has been attached amending coverage).

We offer a layered structure when writing excess coverage. We provide **primary** insurance policies to a maximum limit of \$15,000,000 on the casualty policies (Liability, E&O, Miscellaneous Professional Including Bodily Injury or Claims Made Malpractice coverage (depending on your policy), Non Owned Automobile and Owned Automobile including garage coverage).

We have the ability to provide excess coverage over all classes of business where the primary policy is written by Intact Public Entities. We also have the capacity to provide you with exceptionally high excess limits to meet your needs.

#### **Coverage Specifics**

- Coverage will attach in the event of exhaustion of underlying insurance (unless specifically shown in your policy documents).
- This coverage is subject to the same terms, definitions, conditions, exclusions and limitations of the applicable underlying insurance (except as otherwise stated in your policy). This feature provides the flexibility to provide excess limits over a number of different types of policies.
- Our Declaration Pages/Schedules of Coverage clearly identify underlying coverages that the excess coverage is written over.
- Underlying insurance is required to be maintained in full force and effect for excess coverage to apply.
- Prior and Pending Litigation is expressly excluded from coverage.
- Incident is a defined term and means an occurrence, accident, offence, act, or other event, to which the underlying insurance applies.
- S.P.F. 7, Standard Excess Automobile policy or the appliable form applies for any automobile coverage
- Where an aggregate limit is stated in the Declarations pages, it will apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months.
- Coverage can be tailored to your individual circumstances by way of endorsements

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## **Facility User Solution Coverage Highlights**

#### Overview

The **Intact Public Entities User Solution** provides you (the facility owner) with the knowledge that the person(s) renting or leasing your facilities have insurance for events they are hosting.

You also have peace of mind knowing they have added you (the facility owner) as an 'additional insured' to that insurance. As an 'additional insured' your interests are covered when a claim occurs as a result of negligence by someone renting or leasing the facilities.

With the **Intact Public Entities Facility User Solution** we automatically cover a variety of 'Sporting' and 'Non-Sporting Events.'

#### Features

We provide coverage on one master policy with:

- The option of insuring all of your rented or leased facilities or only selected facilities.
- The option of \$2,000,000 or \$5,000,000 liability limits for all users.
- Coverage under a commercial general liability form with extensions for Tenants Legal Liability, Medical Expenses and Non Owned Automobile Coverage.
- Coverage is written on a Reporting Basis with a deposit premium at inception and premium being adjusted annually.

#### **Activities or Events Insured**

Approved Activities include the following Non-Sporting and Sporting Events:

#### Non Sporting Events

Anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners, engagement parties (e.g. Jack and Jill events), fashion shows, graduations, music recitals or other family celebrations (e.g. christenings, showers, graduations etc.), photo shoots, picnics, religious services, retirement parties, reunions, seasonal markets, seminars, speakers, talent shows, theatre performances, weddings or other ceremonies, workshops/classroom instruction.

#### Sporting Events

Badminton, baton twirling, bowling, curling, dance lessons, horseshoes, lawn bowling, public skating, shuffle board, table tennis, tai chi, tennis, ball/roller/floor hockey, baseball, basketball, broomball, cheer leading, cricket, dodge ball, dry land training, field hockey, figure skating, fitness classes, frisbee, handball, non-contact sports (martial arts, pick up hockey, pick up lacrosse, touch/flag football), pickle ball, racquet ball, ringette, slo-pitch, soccer, softball, squash, swimming with life guard, synchronized swim, t-ball, track & field, volleyball and yoga.

#### **Excluded Activities**

Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports, cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football or wrestling.

While we do provide coverage under the program for sporting activities, we do not provide coverage for Organized Sports Teams/Leagues.



## **Program Options Highlights of Coverage**

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

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### **Crime Coverage Options**

#### Extortion Coverage (Threats to Persons and Threats to Property)

Coverage for both 'Threats to a Person' and 'Threats to Property' are sold together with a separate limit of insurance applying to each.

#### Threats to Person:

 Coverage responds when a threat is communicated to the Insured to do bodily harm to a director, officer or partner of the Insured (or a relative) when these persons are being held captive and the captivity has taken place within Canada or the U.S.A.

#### Threats to Property:

• Coverage responds when a threat is communicated to the Insured to do damage to the premises or to property of the Insured is located in Canada or the U.S.A.

#### Pension or Employee Benefit Plan Coverage

Coverage is for loss resulting directly from a dishonest or fraudulent act committed by a fiduciary (a person who holds a position of trust) in administering a pension or employee benefit plan. Coverage is provided whether the fiduciary is acting alone or in collusion with others. Fiduciary relationships may be created by statute however; individuals may also be deemed fiduciaries under common law.

#### Residential Trust Fund Coverage (for Select Classes of Business Only)

- Covers loss of property (money, securities or other property) belonging to a resident when it is held in trust by
  a residential facility. Coverage is for loss directly attributable to fraudulent act(s) committed by an employee of
  the facility whether the employee was acting alone or in collusion with others.
- A residential facility comprises a wide range of facilities and includes any residential facility operated for the purpose of supervisory, personal or nursing care for residents.
- Coverage stipulates that the 'resident' must be a person who is unable to care for themselves (this could be due to age, infirmity, mental or physical disability).
- When a resident is legally related to the operator of the residential facility, coverage is specifically excluded.

#### **Credit Card Coverage**

Coverage is for loss from a third party altering or forging a written instruction in connection with a corporate credit card issued to an employee, officer or partner.

#### **Client Coverage (Third Party Bond)**

Coverage is extended to provide for theft of a clients' property by an employee (or employees) of the Insured.

#### Fraudulently Induced Transfer Coverage

Coverage is provided when an Insured under the policy has been intentionally mislead by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.

## Fraudulently Induced Transfer Endorsement Coverage Highlights (Social Engineering)

#### Overview

Fraud today has become much more sophisticated and complex with Fraudulently Induced Transfer Crimes (otherwise known as Social Engineering) trending in today's marketplace. In response to this trend we now offer a Fraudulently Induced Transfer Endorsement as part of our suite of Crime Coverage.

These types of crimes are usually a targeted approach where criminals are after something definite from the target, either money (usually in the form of a wire transfer) or information (such as a list of vendors, routing numbers, etc.). Often times communications are sent to an employee (most often via email, telephone or a combination of the two), which are doctored to appear as if they are sent by a senior officer of the company or by one of its customers or vendors. Essentially criminals prey on human and procedural vulnerabilities. The standard crime coverage does not respond to these types of losses as an employee of the organization has voluntarily parted with the money or securities and would be considered an active participant in the loss.

#### Example 1

Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

#### Example 2

Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

Fraudulently Induced Transfer coverage is an optional endorsement that may be purchased. Coverage is subject to a satisfactory supplementary application being completed.

#### Fraudulently Induced Transfer Losses, Cyber Losses and Current Crime Policies

Even though this fraud often involves emails and wire transfers, cyber policies are not designed to cover them:

- Cyber policies cover losses that result from unauthorized data breaches or system failures. Fraudulently Induced Transfer actually depends on these systems working correctly in order to communicate with an organization's employees and transfer information or funds.
- Crime policies cover losses that result from theft, fraud or deception. As the underlying cause of a loss is 'fraud', a company would claim a loss under its crime policy rather than its cyber policy. Without this endorsement, coverage would be denied under a crime policy due to the Voluntary Parting Exclusion.

#### Fraudulently Induced Transfer Endorsement Features

- Coverage is provided when an Insured under the policy has been intentionally mislead by someone claiming to be a vendor, client or another employee of the company and the Insured (employee) has transferred, paid or delivered money or securities to this third party.
- Fraudulently Induced Transfer is defined as: The intentional misleading of an employee, through misrepresentation of a material fact which is relied upon by an employee, believing it to be genuine to voluntarily transfer funds or valuable information to an unintended third party.

#### Limits and Deductible

The Fraudulently Induced Transfer Endorsement is subject to:

- Separate Limits of Insurance (both an Occurrence and Aggregate);
- A separate deductible;
- Limits ranging from \$10,000 \$100,000.

# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

#### Overview

- Transport Canada is responsible for regulating UAV's. Their terminology for UAV's (Unmanned Aerial Vehicles) has changed and these are now considered to be Remotely Piloted Aircraft Systems (RPAS) rather than UAV's (Unmanned Aerial Vehicles). Regulations regarding operator licensing has also changed.
- Liability or property policies can be enhanced with endorsements to cover Remotely Piloted Aircraft Systems (RPAS) or UAV's. Coverage may be available when operators are in compliance with current regulations. Coverage offered is intended to close the gap in liability and property insurance because of aviation exclusions.

#### **Property Coverage**

- Property: (Optional Coverage).
- All Risk Coverage for the Remotely Piloted Aircraft Systems (RPAS) including all permanently attached equipment and Ground or Operating Equipment (including any detachable equipment such as cameras etc.).
- Coverage includes electrical and mechanical breakdown.
- Basis of settlement options include: Replacement Cost, Valued Amount or Actual Cash Value.
- In addition to the standard exclusions within the Property All Risk Wording, the following exclusions also apply:
- Those used for military purposes, personal or recreational use.
- Those being rented to, leased to or lent to others.
- Mysterious disappearance after commencement of a flight unless Remotely Piloted Aircraft Systems RPAS (UAV) remains unrecovered for 30 days.
- If they are not in compliance with the manufacturer's specifications (e.g. the weight payload) is exceeded, when operated in wind at a higher speed than recommended etc.).
- Remotely Piloted Aircraft Systems RPAS (UAV's) must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the Remotely Piloted Aircraft Systems -RPAS (UAV) or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the Remotely Piloted Aircraft Systems RPAS (UAV) or the equipment.

#### Liability Coverage

- While Transport Canada mandates a minimum amount of insurance (\$100,000), coverage will follow the liability limit up to \$15,000,000. Higher limits may be available.
- We will extend liability to Remotely Piloted Aircraft Systems (RPAS).
- Having a range of up to a maximum of 1km from the operator.
- With an altitude of 500 metres or less.
- Operators meeting all Transport Canada regulations.
- Not being used for military purposes, personal or recreational use.

#### Important Information

While our endorsements are primarily designed to offer coverage for Remotely Piloted Aircraft Systems - RPAS (UAV's) 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.

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# **Claims Exhibit**

**IMPORTANT:** This claims report is prepared by Intact Public Entities for the sole and exclusive use of Intact Public Entities, the Insured and, where applicable, their broker and may not be relied upon by any other party. By receipt of this information the Insured and their broker acknowledge their responsibility for keeping this information *strictly confidential*. Neither Intact Public Entities nor its representatives shall be liable, either directly or indirectly, for any loss, damage, injury or costs suffered or incurred by the Insured or any other party arising or alleged to have arisen by the reliance on this report, outside of Intact Public Entities. Intact Public Entities is not responsible for any changes or alterations to this report from its original form or content. For further information, please refer to your policy.

**WARNING:** Claim reserves by their nature are estimates only and are subject to change. Casualty claims can be complex and can take many years to reach resolution. Over that time it is not unusual for claims costs to escalate, sometimes dramatically, from current estimates. Further, for many reasons liability claims are often reported after a policy year has ended - sometimes years later. Therefore, this report is likely not a complete or final view of the ultimate incurred claims for this Insured.

Classification of Claim		Year	Number	Incurred Amount *		
1.	Automobile					
		2019-2020	0	\$	0	
		2020-2021	2		13,634	
		2021-2022	0		0	
		2022-2023	0		0	
		TOTAL	2	\$	13,634	

\* INCURRED AMOUNT -

Includes all payments plus outstanding reserves plus expenses, less any deductible applying.



Estimate of Values

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