



## 2022 Health Unit Insurance Program

### MIDDLESEX-LONDON HEALTH UNIT

Renewal Report for the Policy Term March 1, 2022, to March 1, 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](mailto: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](http://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

### Market Leader

#### Municipal, Public Administration & Community Services

Municipal market share leader in Ontario with strong representation of municipal, public administration and community-based organizations across Canada.

### Innovative

#### New Products & Services

Cyber Risk Insurance  
Fraudulently Induced Transfer  
Road Reviews  
Fleet Management

### In-House

#### Claims & Risk Management

In-house claims management = faster turn around, single point of contact, specialized expertise in the municipal claims environment.



**Municipal Market Share Leader in Ontario**



**First Municipal Client The Village of Ayr, Ontario**

## 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.

# 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.

### 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.

## Schedule of Coverage

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

### Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	5,000	15,000,000 Per Claim No Aggregate
Forest Fire Expense		1,000,000 1,000,000 Aggregate
Medical Malpractice Liability (Claims Made Form) Retroactive Date January 1, 2003	5,000	15,000,000
Errors & Omissions Liability (Claims Made Form) Retroactive Date January 1, 2003	5,000	15,000,000 Aggregate
Directors' & Officers' Liability (Claims Made Form)	5,000	5,000,000 Aggregate
Additional Limit of Liability – Insuring Agreement A (Personal Insurance) only		1,000,000 Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	500	50,000
Environmental Liability (Claims Made Form)	5,000	1,000,000 2,000,000 Aggregate

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

### Follow Form – Excess Liability

Coverage Description	(\$) Limit of Insurance
Excess Limit	10,000,000

Underlying Policy	(\$) Underlying Limit
General Liability	15,000,000
Errors & Omissions Liability	15,000,000
Non-Owned Automobile	15,000,000

**Total Limit of Liability (\$)** 25,000,000



## Schedule of Coverage

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

### Crime

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Employee Dishonesty –Form A (Commercial Blanket Bond)		100,000
Loss Inside the Premises (Broad Form Money & Securities)		10,000
Loss Outside the Premises (Broad Form Money & Securities)		10,000
Audit Expense		100,000
Money Orders and Counterfeit Paper Currency		100,000
Forgery or Alteration (Depositors Forgery)		100,000

### Accident

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Board Members : Persons Insured Ten (10) Board Members		
Board Members Accidental Death & Dismemberment		100,000
Paralysis		200,000
Weekly Income – Total Disability		300
Weekly Income – Partial Disability		150
Accidental Death of a Spouse While Travelling on Business		Included

### 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		100,000 250,000 Aggregate

## Schedule of Coverage

(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	12,197,415
<b>Property Supplemental Coverage (Included in the Total Sum Insured unless otherwise specified in the wording)</b>			
Building By-laws	5,000		Included
Building Damage by theft	5,000		Included
Debris Removal	5,000		Included
<b>Electronic Computer Systems</b>			
Electronic Computer Hardware and Media	5,000		Included
Electronic Computer Systems Breakdown			Not Insured
Electronic Computer Systems – Extra Expense			Not Insured
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		1,000,000
Fungi and Spores	5,000		10,000
<b>Furs, Jewellery and Ceremonial Regalia</b>			
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		Included
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



<b>Municipal &amp; Public Administration Extension Endorsement (In Addition to the Total Sum Insured unless specifically scheduled in the wording)</b>		
Accounts Receivable	5,000	250,000
Bridges and Culverts	5,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes	5,000	Not Insured
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	50,000
Cost to Attract Volunteers Following a Loss	5,000	10,000
Docks, Wharves and Piers	5,000	25,000
Errors and Omissions	5,000	Included
Exterior Paved Surfaces	5,000	50,000
Extra Expense	5,000	250,000
Fine Arts		
At Insured's Own Premises	5,000	25,000
On Exhibition	5,000	25,000
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	250,000

Valuable Papers	5,000	250,000
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**Additional Endorsements**

Virus and Bacteria Exclusion	Not Applicable	Included
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**(\$) Total Amount of Insurance 13,442,415**

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

**Account Premium**

Prior Term	<i>Total Annual Premium (Excluding Taxes Payable)</i>	\$ 92,310	<b>Total Annual Premium (Excluding Taxes Payable)</b>	\$ 104,672
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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

	Expiring Program Term	Renewal Program Term
<b>Casualty</b>		
General Liability	\$ 26,560	\$ 31,872
Medical Malpractice Liability	34,895	36,641
Errors and Omissions Liability	8,361	10,033
Directors' and Officers' Liability	6,650	7,980
Non-Owned Automobile Liability	200	210
Environmental Liability	1,200	1,380
Crime	1,418	1,489
Board Members Accident	296	389
Conflict of Interest	660	693
Legal Expense	1,858	1,951
<b>Property</b>		
Property	6,556	7,829
<b>Excess</b>		
Follow Form	3,656	4,205
<b><u>Total Annual Premium</u></b>	<b>\$ 92,310</b>	<b>\$ 104,672</b>
(Excluding Taxes Payable)		

# Changes to Your Insurance Program

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

## Form GNGX413 – Statutory and Additional Conditions

As per regulations, should you have any of the policies:

Accident, Conflict of Interest, Crime, Environmental, Errors and Omissions, Liability, Excess Coverage, Claims Made Malpractice, Non Owned Automobile or Property.

This new form will be added to each of them.

## Legal Expense Market and Product Changes

- The Legal Expense wording has been updated and include changes to your policy. Coverage for Human Rights tribunals is now included under the Legal Defence coverage. The General Conditions have been updated and should be reviewed carefully.
- ARAG Group, a global leader in legal expenses insurance and currently active in 19 countries has acquired DAS Legal Protection Inc. in Canada earlier this year. The Legal Expense Insurance policies are underwritten by HDI Global Specialty SE which will now be shown as the subscribing company on your legal expense policy effective.

## Liability, Errors and Omissions and Not for Profit Directors' and Officers'

- We have made important changes please review the **Policy Changes First Party Pollution and Cyber Exclusions** document.
- We have included notification regarding the Errors and Omissions changes within this notification document. You may or may not have Errors and Omissions coverage on your policy, please refer to the Schedule of Coverage to determine whether your coverage has been affected.

## Property Policy

### First Party Pollution and Cyber Exclusions

We have made important changes please review the **Policy Changes First Party Pollution and Cyber Exclusions** document. This document outlines all coverage affected.

The First Party Pollution Limit has been amended from Included to \$1,000,000 at renewal.

### Earthquake, Flood

Due to changes in our rating structure, we are no longer including automatic coverage for Flood and Earthquake on "Other Property" for no additional cost.

### Building Values Increased

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

### Licensed Automobile Physical Damage on the Property Policy

As an accommodation, we previously allowed you to insure physical damage for licensed automobiles under the property policy. We will be discontinuing this practice as an automobile policy more appropriately covers this exposure.

To support this change, form PNGX6028 Licensed Equipment and Vehicle Schedule Endorsement has been updated and renamed Licensed Equipment Schedule Endorsement. We will continue to provide coverage for licensed equipment using this form.



## Earthquake and Flood and Minor Property Wording Changes

### Please Read Your Policy Carefully

Economic losses from weather and climate related disasters have increased in the past few years and society has seen an increase in the number of natural catastrophes.

#### Earthquakes:

On average, the Geological Survey of Canada (GSC) records and locates over 4,000 earthquakes in Canada each year. That is about 11 per day! Of these 4,000, only about 50 (1/week) are generally felt.

#### Floods:

Worldwide, flooding is the leading cause of losses from natural hazards and is responsible for a greater number of damaging events than any other type of natural event. At least one third of all losses due to nature's forces can be attributed to flooding. Flood damage has been extremely severe in recent decades, and it is evident that both the frequency and intensity of floods are increasing.

- Floods produce frequent disasters in and by themselves, but they can also be a secondary impact of earthquake activity.

#### Changes

- Given the above information, we are making the following changes to responsibly manage our catastrophic exposures and to align ourselves more closely with the marketplace when providing catastrophic coverages.

#### Base Property Wording Changes – Form PWGX662:

Earthquake and Flood Coverage are still excluded under the base property wording as these coverages must be provided via an endorsement to the policy. An Earthquake Shock or a Flood can last for days. Previously we specified the number of hours we considered a flood or an earthquake in this form. We have moved the number of hours that we will consider one earthquake or flood occurrence to each of the respective endorsements.

Newly defined terms include:

- Fire Protective Equipment, Surface Water and Watermain.
- Other terms such as: Malicious Acts, Riot and Leakage from Fire Protective Equipment were described in the prior version but now have been formally defined.
- The term 'flood' always included 'surface water', we've simply formally defined the term.
- Watermain (while watermains remain excluded, the leakage from a watermain is covered under your base property wording)

#### Base Flood Endorsement Form PNGX6027 and Base Earthquake Endorsement Form PNGX6024 Change Overview

**One of the most important changes is that the deductibles will now apply to 'each premises' rather than to 'each occurrence'.**

The **Insuring Agreements** have been clarified and additional 'property types' that may be insured under the form have been added e.g., previously only buildings, other property and property of every description were included. We have now added 'scheduled items' and other insured perils that coverage. An example of other insured perils would be business interruption when coverage is provided under the policy.

The **Limits of Insurance** sections have been removed as coverage is applicable up to the insured value of the property.

**Deductible Section Changes:**

- You will still see deductible schedules within these endorsements showing the applicable deductible depending upon the location of your premises.
- Reference to the basis of settlement has been removed as the Schedules of Coverages determine the whether the basis of settlement is Actual Cash Value or Replacement Cost or another type of settlement.
- Earthquake may still be subject to a percentage and dollar amount deductible while Flood will have only a dollar amount. deductible.

**Perils Excluded** is a new section that clarifies when coverage would not be provided under these endorsements.

As per the Policy Wordings:

- **Flood Specifically Excludes:**

- Backing up or overflow within the area bounded by the bearing walls and foundations of buildings of water from within sewers, sumps, septic tanks or drains.
- Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or other openings in the foregoing.
- Fire, explosion, smoke, leakage from fire protective equipment, theft, riot, vandalism or malicious acts.
- Leakage from a watermain.

- **Earthquake Specifically Excludes:**

- Fire, explosion, smoke, leakage from fire protective equipment, theft, riot, vandalism or malicious acts.
- Flood.

**Additional Coverage:** New coverage for property insured is provided when caused by wind, hail, rain or snow entering a building through an opening under both the flood and earthquake forms.

The **Definition Section** is a new section, this is where:

- The number of hours that we consider to be either a 'flood' or an 'earthquake' occurrence is shown.
- Both endorsements now stipulate a time period of 168 hours. Previously the flood endorsement stipulated 72 hours. Example: we consider a 'flood occurrence' to be all flooding that occurs within 168 consecutive hours to be one 'flood'.

**Should you have any questions regarding any of these changes or wish to add flood or earthquake to your policy, please contact your broker or your Intact Public Entities Inc. marketing representative.**



# Policy Changes - First Party Pollution and Cyber Exclusions

Effective Date of Changes are:

- New Business: April 1, 2021
- Renewal Business: May 1, 2021

## First Party Pollution – Property Wording and Limit Changes

Under your property wording, we have amended the reporting condition for the First Party Pollution Supplemental coverage from 365 days to 180 days.

Limits for this coverage will also be changing. A specific limit of insurance will now be shown for this coverage.

## Cyber Exclusions under Our Wordings Update

With cyber risk exposure continuing to increase in both frequency and severity we have recently updated the cyber exclusions under our Property, Liability and Errors and Omissions wording to clarify our intent.

## Property – Cyber Incident Exclusion Endorsement

Please be advised that we have added a cyber incident exclusion endorsement to your property policy.

This exclusion applies to all property coverage including, business interruption coverage, builders risk coverage, miscellaneous or other property coverage form(s) and any extensions, clauses or additions of coverage including exceptions to exclusions and to all locations.

This new exclusion emphasizes our policies do not insure against loss or damage caused by a cyber incident as defined within the exclusion.

If, however, a cyber incident directly results in fire or explosion, coverage for loss or damage due to such resulting fire or explosion would apply.

The above is only an overview of the changes. Please read your new cyber incident exclusion endorsement carefully.

## Liability – Personal Injury and Cyber and Data Limitation

Please be advised that we have added a new cyber and data limitation endorsement to your liability policy.

Following industry standard we have added two exclusions under Personal Injury (including advertising injury) for any claims arising out of:

- electronic interactive websites including but not limited to: chatrooms, interactive forums, platforms or bulletin boards, that the insured either hosts or owns, or over which the Named Insured exercises control; and
- any other access or disclosure of personal or confidential information. This includes all personal and non-public information. Examples would include patents, trade secrets, financial lists and credit card lists etc.

This Endorsement clarifies our intent under Bodily Injury and Property Damage replacing the current electronic data exclusion. We continue to exclude any personal injury, bodily injury or property damage liability (including fines and penalties) in relation to a cyber incident or cyber act.

We have retained coverage for bodily injury or property damage liability (except for fines and penalties) if it is caused by any error or omission involving access to, processing of, use of or operation of any computer system.

It's important to remember that bodily injury does not include mental injury, mental anguish or mental disease.

The new endorsement now specifies liability relating to the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, the Privacy Act, or any similar federal, provincial or territorial statute or regulation is not covered.

## Errors and Omissions Liability - Cyber and Data Limitation

Please be advised that we have added a new cyber and data limitation endorsement to your errors and omissions policy.

This exclusion replaces our current exclusion for computer viruses and unauthorized access.

We specify that coverage does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense caused by, contributed to by, resulting from, arising out of or in connection with any cyber act, cyber incident or data breach.

Coverage does not respond to:

1. notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a data breach; or
2. any liability to restore, recover or replace computer systems or electronic data due to a cyber act or cyber incident.

**The above is only an overview of the changes. Please read your policy carefully.**

# Program Options

## 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 misled 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.)

## Property Coverage – Earthquake and Flood

Earthquake coverage is available for an additional annual premium of \$ 1,220 subject to a deductible of 3% or Minimum \$ 100,000. Note: The deductible is applicable per 'premises'

Flood coverage is available for an additional annual premium of \$ 1,220 subject to a deductible of \$ 25,000. Note: The deductible is applicable per 'premises'

**Please note:**

Earthquake and Flood Coverage do not apply to:

- Property Insured with a Demolition and Debris Basis of Settlement.
- Vacant Buildings.
- Any Property specifically excluded under the property policy.

Earthquake and Flood Aggregate would apply.

## Equipment Breakdown

- 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 (called "objects" in the policy). Coverage also extends to

electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

- For product information refer to Equipment Breakdown TechAdvantage Highlights Sheet.
- A quote is available upon request.

## 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.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2022 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# Health Care Liability Insurance Highlights

## Overview

Insures against liability imposed by law for damages because of bodily injury or death to any person resulting from the operations of the Insured and for damages to or destruction of property of others caused by an occurrence.

## Features

- Occurrence based coverage.
- Worldwide coverage territory.
- 90 day cancellation for any reason other than non-payment.
- Broad Bodily Injury coverage – Coverage is automatically provided for shock, mental anguish, mental injury and assault and battery.
- Broad Personal Injury coverage – Coverage is automatically extended to cover humiliation and discrimination.
- Cross Liability
- No General Aggregate
- Products and Completed Operations are not subject to an Aggregate Limit.
- Optional Endorsement: Nil deductible applicable to third party damage claims – must be purchased separately.

## No Exclusions for:

- Employers Liability
- Advertising Liability
- Property damage to the Insured's work arising out of the products-completed operations hazard.
- Property damage to Impaired property (faulty workmanship).
- Recall expenses.
- Explosion, Collapse or Underpinning (XCU)
- Sexual, physical or mental abuse applies to the entity (unless otherwise indicated).

## Exclusions Specifically for:

- Liability of a trustee, board member, director, executive officer, employee or volunteer worker if they are in violation of the law (criminal act), or while under the influence of hypnotics, intoxicants or narcotics.
- Employment Practices wrongful act.
- Abuse Exclusion may apply.

## Additional Information:

One Limit of Insurance for all Insuring Agreements including:

- Bodily Injury
- Personal Injury
- Malpractice Liability
- Property Damage
- Tenants Legal Liability

Other Extensions

- Medical Payments
- Child Abduction Liability for expenses incurred as a result of an abduction of a child 10 years of age or less.
- Abuse Limitation may apply.
- Voluntary Compensation for Volunteers

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# Malpractice Liability – Claims Made Coverage Highlights

## Features

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- Comprehensive Coverage for Professional Exposure.
- Defence costs in addition to the Limits of Insurance.
- Includes coverage for a 'Good Samaritan Act' as defined in the policy.
- Retroactive Coverage Available.

## Limits of Insurance

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- Competitive Limits Available.
- Coverage is subject to a 'Per Claim' and 'Aggregate' Limit.

## Prior Knowledge of Claims

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- Claims considered first reported only when written notice is received.

## Types of Crisis

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- Automatic Extended Reporting Period at 90 days.
- Optional Extended Reporting Period for 1 year.

## Exclusions

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### Exclusions that have been added

- Obligations of the Insured under workers compensation, disability benefits, employment or similar law is now incorporated.
- Any Insured who participated in, directed or knowingly allowed the malpractice (as defined) to occur.

## Broad Definitions

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<b>Abuse</b>	Clarification of coverage intent has been enhanced with a clear definition of abuse, including specific definitions for sexual and physical abuse.
<b>Claims Expanded</b>	Arbitration, mediation or alternative dispute resolution proceedings.
<b>Compensatory Damages</b>	Damages for economic loss (excluding punitive or exemplary damages).
<b>Malpractice</b>	Coverage is provided for bodily injury, sickness, disease, mental anguish, mental suffering, mental injury shock, disability including death arising out of the rendering of or failure to render any professional treatment or services in connection with the Insured's business activities.
<b>Worldwide</b>	Insured must reside in Canada and suits determined on merit by Canadian courts.
<b>Insured Persons</b>	Trustees, Board Members, Directors, Executive Officers created by the Named Insured's charter, constitution, bylaws or other similar governing document, Employees and Volunteers.

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# Professional Errors and Omissions Liability Coverage Highlights

## Defence Costs in Addition to Policy Limits and Settlement Provision

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### Expanded Defence Costs Coverage

- Coverage for Defence Costs is provided in addition to the Limit of Liability.

## Enhanced Policy Conditions

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<b>Bankruptcy</b>	Bankruptcy or insolvency will not relieve the Insurer of obligations under the policy.
<b>Coverage Territory</b>	Worldwide coverage.
<b>Duties in event of a Claim</b>	Notice required as soon as practicable no later than 30 Days after termination date of the policy period.
<b>Termination of Policy</b>	Written notice of termination in the event of non-payment of premiums is 15 days by registered letter, or 90 days by registered letter for any other reason.

## Limits of Insurance

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### Aggregate Limit of Liability excluding Defence Expenses.

- Extended Reporting Period does not reinstate Limit of Insurance.

## Standard Exclusions

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### Standard exclusions included, found in most liability policies:

- Pollution, Data, Fungi, Asbestos, Terrorism, Nuclear and War exclusions are now incorporated.

## Bilateral Election of Discovery Period Now Available

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1 year at 100% of the annual premium available if either Insured or Insurer cancels or non-renews the policy.

## Broad Definitions

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<b>Claim Expanded</b>	Civil proceedings. Arbitration, mediation or alternative dispute resolution proceedings.
<b>Insured Persons Include</b>	Any present or former partner, executive officer, director, stockholder, employee, volunteer, or member of a duly constituted committee.

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# Not for Profit Entity, Directors' and Officers' Liability Coverage Highlights

## Overview

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Not for Profit Directors' and Officers' Liability Insurance is more crucial than ever as more Non Profits make headlines in the media. There is increased scrutiny from the general public regarding the finances and management of organizations. This coupled with increased regulation along with the rising frequency and severity of legal actions leaves the Entity and Directors' and Officers' vulnerable as Directors' and Officers' can be held personally liable for their role in an Organization/Entity.

## Who Needs Coverage

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- Any charitable or Not for Profit Entity.
- Not for Profit Directors and Officers.
- Members and Volunteers of these organizations.

## Why Coverage is Required

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Being a member of the Board of Directors or an officer for a not-for-profit organization can expose an individual to unique risks. Directors and officers can be subject to allegations of breach of common law duties breach of duties owed to their stakeholders or members and statutory liabilities imposed by federal or provincial laws. They are required to act in good faith and in the best interest of the organization within the scope of the entities' by-laws and applicable regulations and statutes.

Many not-for-profit organizations have limited resources to indemnify directors and officers or respond to potential litigation, settlements or damage awards, putting the personal assets of directors and officers at risk, as well as the assets of the entity.

## Features

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- Regulatory and Criminal Defence.
- Defence costs do not erode the Limit of Liability.
- Coverage extends to a spouse of an Insured Person.
- Additional Side A. Coverage: Coverage provides protection to the Insured Persons if the Entity is unable to indemnify (due to statute or insolvency).
- Provisions for Directors' and Officers' when they serve on other non-profit boards (with consent of the Insured Organization/Entity).
- Fiduciary Insurance (for Benefits Programs). Coverage is for allegations in administration of a Benefits program an Entity offers their employees.
- Derivative Demand Coverage: Provides coverage for Investigation Costs when members threaten to bring derivative actions on behalf of the Entity.
- Statutory Liabilities are explicitly covered.
- World-wide coverage.
- No Hammer Clause.
- 90 Day Reporting.
- Extended Reporting/Discovery Period is available and can be purchased when the policy is not being renewed.

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# Non-Owned Automobile Coverage Highlights

## Overview

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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

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### 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

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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.

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# Environmental Coverage Highlights

## Overview

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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

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### 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

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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.

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# 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.

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

<b>D&amp;D and Paralysis Limits</b>	<b>Option 1</b>	<b>Option 2</b>
Accidental Death or Dismemberment (including loss of life and heart attack coverage)	\$100,000	\$250,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit		
Permanent Total Disability - Accidental Death and Dismemberment Limit		

<b>Weekly Indemnity</b>	<b>Option 1</b>	<b>Option 2</b>
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300

## Accident Reimbursement - \$15,000

Chiropractor	Crutches <sup>†</sup>
Podiatrist/Chiropracist	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 province	Semi Private or Private hospital room <sup>‡</sup>

<sup>†</sup>Maximum \$1,000 per accident. <sup>‡</sup>If prescribed by physician

## Dental Expenses

Dental Expenses	\$5,000
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## 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 home)	\$15,000
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## Dependent Children – Per Child

Dependent Children's Education (limit is per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 years)	\$10,000

## Transportation/Accommodation (When Treatment Is Over 100km From Residence)

Transportation costs for the Insured when treatment is over 100km 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 accident.	\$15,000
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## Seatbelt Dividend

10% of Principal Sum	\$25,000
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## Funeral Expense

Benefit for loss of life	\$10,000
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**Identification Benefit**

Benefit for loss of life	\$5,000
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**Eyeglasses, Contact Lenses and Hearing Aids**

When Insured requires these items due to an accident.	\$3,000
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**Convalescence Benefit – Per Day**

Insured Coverage	\$100
One Family Member Coverage	\$50

**Workplace Modification Benefits**

Specialized equipment for the workplace.	\$5,000
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**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	<b>Dislocation</b>	
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 or more board members are injured in same accident.	\$ 2,500,000
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**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.

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# 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).

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# 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.).

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# Property Coverage Highlights

## Overview

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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

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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.
- No margins clause and no statement of values 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

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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

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## 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 misled 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.

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# 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 misled 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.

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# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

## Overview

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- 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

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- 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

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- 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

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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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# Equipment Breakdown Techadvantage Highlights

## Overview

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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 (called "objects" in the policy). Coverage also extends to electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

## Features

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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 1000 metres of the location.

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

**Demolition:** Building demolition and rebuilding required by building laws.

**Ordinance or law:** The additional costs (other than demolition) to comply with building laws or codes.

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

## Coverage Automatically Includes:

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**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.

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

**Cloud Computing – Data Restoration:** Pays for data restoration for data lost when stored and managed by a cloud computing service provider that experiences an equipment breakdown.

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

**Anchor Location:** (when business income coverage is purchased) expands Business Income coverage resulting from a covered accident at an anchor location that attracts customers to an insured location.

**Environmental Efficiency and Green Coverage:** Pays for upgrades to more energy efficient or environmentally friendly equipment.

## Other Benefits

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**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.

## Optional Coverage

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The coverage is included only if specified limits of insurance are shown on the Schedule of Coverage. A quote may be available (a completed application may be required).

**Data Compromise Coverage:** Up to \$50,000 (Annual Aggregate) for an Insured affected by a data breach. When a data breach occurs involving personal identifying information (information not typically available to the public) coverage includes expenses you incur for:

- Legal Counsel: to determine how you should best respond to the breach.
- Forensic Services: to help assess the nature and extent of the compromise.
- Regulatory Notification: to provide notification to the Office of the Privacy Commissioner of Canada.
- Notification and Services to Affected Individuals: a packet of customer support information, access to a helpline, fraud alert for the affected individuals, identity restoration case management for victims of identity theft caused by the breach.
- Public Relations Services: to assist in restoring your reputation.

**Identity Recovery Coverage:** Up to \$15,000 (Annual Aggregate) for an Insured affected by identity theft. Coverage applies to an Insured that is a sole proprietor, a partner if the Insured is a partnership, a chief executive in a corporation or a senior ministerial employee for religious institutions. Coverage is provided for various additional and unexpected expenses an individual will sustain due to an identity theft such as: costs for credit reports, lost wages, costs for the supervision of children, elderly or infirm dependents.

## Additional Information

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

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# EXHIBIT “A”

Estimate of Values

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**The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Intact Public Entities and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Intact Public Entities, significant interference with its competitive position and/or cause it undue loss.**

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