



## 2024 Health Unit Insurance Program MIDDLESEX-LONDON HEALTH UNIT

Renewal Report for the Policy Term March 31, 2024 to March 31, 2025

Submitted by: Intact Public Entities Inc.  
Address: 278 Pinebush Rd., Suite 200  
Cambridge, ON N1T 1Z6

phone: 1-800-265-4000  
email: [connectwithus@intactpublicentities.ca](mailto:connectwithus@intactpublicentities.ca)

Prepared by:  
Aran Myers  
Regional Manager

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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.

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.

## 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>	10,000	15,000,000 Per Claim No Aggregate
Malpractice Liability ( Claims Made Form) Retroactive Date: January 1, 2003	10,000	15,000,000
Forest Fire Expense	Nil	1,000,000 1,000,000 Aggregate
Abuse Liability – Claims Made Form	10,000	2,000,000 Per Claim 2,000,000 Aggregate
Abuse Liability Retroactive date: March 31, 2023		
Errors & Omissions Liability (Claims Made Form) Retroactive Date: January 1, 2003	10,000	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	Included	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 Abuse Exclusion Applies	15,000,000
Errors & Omissions Liability	15,000,000
Non-Owned Automobile	15,000,000
<b>Total Limit of Liability (\$)</b>	<b>25,000,000</b>

## 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	10,000	RC 13,541,315
<b>Property Supplemental Coverage</b> (Included in the Total Sum Insured unless otherwise specified in the wording)		
Building By-laws	10,000	7,000,000
Building Damage by theft	10,000	Included
Debris Removal	10,000	Included
<b>Electronic Computer Systems</b>		
Electronic Computer Hardware and Media	10,000	Included
Electronic Computer Systems Breakdown		Not Insured
Electronic Computer Systems – Extra Expense		Not Insured
Extra Expense Period of Restoration	10,000	90 Days
Expediting Expense	10,000	Included
Fire or Police Department Service Charges	10,000	Included
First Party Pollution Clean-up	10,000	1,000,000
Fungi and Spores	10,000	10,000
<b>Furs, Jewellery and Ceremonial Regalia</b>		
Ceremonial Regalia	10,000	Included
Furs and Jewellery	10,000	25,000
Inflation Adjustment	10,000	Included
Live Animals Birds or Fish	10,000	25,000
Newly Acquired Property	10,000	1,000,000
Professional Fees	10,000	Included
Property and Unnamed Locations	10,000	Included
Property Temporarily Removed Including while on Exhibition and during Transit	10,000	Included



Recharge of Fire Protection Equipment Expense	10,000	Included
Sewer Backup and Overflow	10,000	Included
<b>Municipal &amp; Public Administration Extension Endorsement</b> (In Addition to the Total Sum Insured unless specifically scheduled in the wording)		
Accounts Receivable	10,000	250,000
Bridges and Culverts	10,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes		Not Insured
Buildings in the Course of Construction Reporting Extension	10,000	1,000,000
By Laws – Governing Acts	10,000	25,000
Consequential Loss Caused by Interruption of Services		
On Premises	10,000	Included
Off Premises	10,000	50,000
Cost to Attract Volunteers Following a Loss	10,000	10,000
Docks, Wharves and Piers	10,000	25,000
Errors and Omissions	10,000	Included
Exterior Paved Surfaces	10,000	50,000
Extra Expense	10,000	250,000
Fine Arts		
At Insured's Own Premises	10,000	25,000
On Exhibition	10,000	25,000
Fundraising Expenses	10,000	10,000
Green Extension	10,000	50,000
Growing Plants		
Any One Item	10,000	1,000
Per Occurrence	10,000	100,000
Ingress and Egress	10,000	Included
Leasehold Interest	10,000	25,000
Master Key	10,000	25,000
Peak Season Increase	10,000	25,000
Personal Effects	10,000	25,000
Property of Others	10,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	10,000	25,000

Signs	10,000	Included
Vacant Property	10,000	250,000
Valuable Papers	10,000	250,000
<b>Additional Endorsements</b>		
Virus and Bacteria Exclusion	Not Applicable	Included

**(\$) Total Amount of Insurance                      14,786,315**

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

### Account Premium

Prior Term	<i>Total Annual Premium (Excluding Taxes Payable)</i>	\$ 143,813	<b>Total Annual Premium (Excluding Taxes Payable)</b>	\$ 154,287
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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	\$ 47,317	\$ 50,629
Medical Malpractice Liability	52,872	56,572
Errors and Omissions Liability	13,436	14,377
Directors' and Officers' Liability	9,576	10,246
Non-Owned Automobile Liability	221	221
Environmental Liability	1,656	1,772
Crime	1,563	1,563
Board Members Accident	408	408
Conflict of Interest	728	728
Legal Expense	2,049	2,121
<b>Property</b>		
Property	9,151	10,427
<b>Excess</b>		
Follow Form	4,836	5,223
<b><u>Total Annual Premium</u></b>	<b>\$ 143,813</b>	<b>\$ 154,287</b>
(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:

## General Conditions, Statutory Conditions and/or Additional Conditions Changes

- We have added or amended the General Conditions, Statutory Conditions and/or Additional Conditions to your policy. The changes include the addition of a Trade and Economic Sanctions Clause and Choice of Law and Jurisdiction Clause. Please review the **Notice of Wording and Form Changes** below for further information.
- The Property Conditions have also been amended and the new form **Property Conditions in Addition to Provincial Conditions** now applies. For full details on this change, please refer to the Notice of Working and Form Changes below.

## Liability Policy

- The **Liability Deductible** has been amended to \$10,000 at renewal.
- The **Medical Malpractice Liability Deductible** has been amended to \$10,000 at renewal.
- The **Errors and Omissions Deductible** has been amended to \$10,000 at renewal.

## Property Policy

### Property Deductible

The Property Deductible has been amended to \$10,000 at renewal.

### 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 to \$7,000,000 at renewal.

### Newly Acquired Property

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

## 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 OF WORDINGS AND FORM CHANGES

### PLEASE READ YOUR POLICY CAREFULLY

Throughout this notice we mention both a Trade and Economic Sanctions Clause and a Choice of Law and Jurisdiction Clause.

*Trade and Economic Sanctions Clause* - The purpose of the Trade and Economic Sanctions clause is to prevent coverage under a policy which could expose an Insurer to a breach of economic trade or sanctions.

*Choice of Law and Jurisdiction Clause* - This has been added to the Statutory and Additional Conditions Forms which states that the policy is governed by the laws of Canada and any suit or action against the Insurer must be brought in competent jurisdiction in Canada.

These clauses have either been built into the GNGX3569 General Conditions and Statutory Conditions of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland form, the GNGX3755 General Conditions and Statutory Conditions British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut, Saskatchewan and Yukon form or the base wording.

**If you have the coverages below on your policy, changes are as follows:**

#### **Liability, Errors and Omissions, Malpractice, Environmental**

We have added standard Statutory and Additional Conditions to your policy. With these changes, if there are conflicting conditions within the wording we have added a clause that states:

*It is agreed that if there is any conflict between these conditions and conditions or terms shown elsewhere in the policy, any conflict will be resolved in favour of the Named Insured. If there are parts of a condition that is found to be invalid or against statute, it will not be enforced but the remainder of the condition (that isn't in conflict with statute) will remain in effect.*

To accommodate the new General and Statutory Conditions, new cancellation clauses have been implemented. There is no change in intent to these cancellation clauses, they provide 15 days' notice of cancellation by the Insurer in the event of non-payment and the same number of days you previously had on your policy for cancellation due to any other reason by the Insurer. The Insured may cancel at any time.

#### **Conflict of Interest, Crime and Accident**

A Trade and Economic Sanctions Clause and Choice of Law and Jurisdiction Clause have been included in the base wording for Conflict of Interest and Crime. These clauses have been added to the Accident Statutory Conditions attaching to your policy.

#### **Excess Liability and Equipment Breakdown**

A Trade and Economic Sanctions Clause and a Choice of Law and Jurisdiction Clause have been added to the General Conditions and Statutory Conditions that form part of your policy.

#### **Property**

A separate notice has been attached to your property policy, explaining the wordings updated this term.

#### **Lloyds Additional Conditions Wording**

Wherever Lloyds is a subscriber on your policy, a Lloyds Additional Conditions wording is shown. The Sanctions clause previously shown in your wording has been removed and the Trade and Economic Sanctions Clause as shown above will now apply.

#### **ADDITIONAL QUESTIONS**

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.

**Intact Public Entities**

**278 Pinebush Road, Suite 200, Cambridge, Ontario, N1T 1Z6**

**Toll free 1 800 265 4000 [intactpublicentities.ca](http://intactpublicentities.ca)**

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## NOTICE OF WORDINGS AND FORM CHANGES

### PLEASE READ YOUR POLICY CAREFULLY

#### Property

We will be adding two (2) new wordings to your policy. These wordings are form(s):

- GNGX3569 General Conditions and Statutory Conditions of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland form; and
- GNGX3755 General Conditions and Statutory Conditions British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut, Saskatchewan and Yukon form

These are prescribed and standardized conditions that the Provincial Insurance Acts require to be included in your policy, plus Additional Conditions applicable to property.

With these changes, we have updated form PWGX663 that was previously shown on your policy. This form is now entitled Property Conditions in Addition to Provincial Conditions. This form contains conditions that may not be included within the new wordings (GNGX3569 or GNGX3755).

The following conditions remain in the Property Conditions in Addition to Provincial Conditions (form PWGX663) wording this term.

- Liberalization clause
  - If regulation is revised by statute during the policy period, coverage will be automatically broadened accordingly.
- Mortgage Clause
  - This is an insurance provision that covers the mortgage lender when a loss occurs to mortgaged property.
- No Benefit to Bailee
  - Warranty that this insurance will not cover damage to your property when it's in the possession of a third party.
- Pair and Set
  - Provision stating that if there is loss or damage to one item that belongs to a pair or set, the policy only covers the one item of the pair or set, not both.
- Parts
  - If an item (when complete for use) consists of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
- Permissions
  - This clause has several sections including, giving the insured permission to:
    - purchase other insurance concurrent with this insurance;
    - make additions, alterations or repairs;
    - keep materials and supplies on hand that are usual to the Insured's business; and
    - to preserve property (removed it from premises it's normally stored at) for 30 days (or until the end of the policy period, whichever is less) to prevent further loss or damage.
- Sprinkler Maintenance
  - The Named Insured has a duty to inform the Insurer of any interruption to (flaw or defect) in the sprinkler equipment of a location.

For a general list and description of clauses as shown under the:

- GNGX3569 General Conditions and Statutory Conditions of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland; or
- GNGX3755 General Conditions and Statutory Conditions British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut, Saskatchewan and Yukon.

refer to Notice of New Property Form (and the applicable form number, either GNGX3569 or GNGX3755)

#### ADDITIONAL QUESTIONS

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.

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## NOTICE OF NEW PROPERTY FORM

### PLEASE READ YOUR POLICY CAREFULLY

#### GNGX3569 General Conditions and Statutory Conditions Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland

Section I – Property Coverage Statutory Conditions	General Descriptions of the Provisions in this Form
<b>Note:</b> Unless indicated as 'New' a similar clause was included last term.	
<b>Misrepresentation</b>	Misrepresentation allows the Insurer to void the insurance contract.
<b>Property of Others</b>	The insurance contract is between the Insured and Insurer, and no other person unless specifically stated on the policy.
<b>Change of Interest</b>	The Insurer's obligation if an Insured claims bankruptcy, insolvency or change of title by succession, by operation of law, or in event of the death of an Insured.
<b>Material Change</b>	Any information about the insured risk must be reported immediately to the Insurer. If the Insurer determines that this information would change their underwriting decision, the Insurer can cancel, decline coverage or charge a higher rate.
<b>Termination</b>	Sets out the rules for ending the insurance agreement by cancellation, or communication by the Insured and/or Insurer.
<b>Requirements After Loss</b>	Sets out obligations of the Insured when there is loss or damage to the insured property covered by the policy.
<b>Fraud</b>	Where an Insured willfully makes a false statement in support of a claim, the Insurer has the right to refuse the claim that relates to the false statement.
<b>Who may give notice and proof</b>	Provision as to when there is a loss, who is allowed to notify the Insurer and provide the proof of loss.
<b>Salvage</b>	Sets out the obligations of the Insured and what they must do to prevent further damage to property when a loss happens.
<b>Entry, Control, Abandonment</b>	After a loss the Insurer has right of access to the property so they can examine the property, and to estimate the loss or damage. After the Insured has secured the property, the Insurer continues to have a right to access property. The Insurer is not entitled possession of the insured property. The Insured cannot abandon the property to the Insurer without the Insurer's consent.
<b>Appraisal</b>	Provision that outlines when an independent appraisal is allowed if there is a dispute over the value of the property.
<b>When Loss Payable</b>	A provision that states that loss is payable within a specific time period after the proof of loss is completed.
<b>Replacement</b>	This provision states the Insurer's rights and obligations when they opt to repair or replace damaged property.
<b>Action</b>	Provides the time period in which action against an Insurer can be started or the action will be barred.
<b>Notice</b>	Sets out the legal rules for notification to the Insurer and Insured.

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Additional Conditions (Property Coverage)	General Descriptions of the Provisions in this Form
<b>Notice to Authorities</b>	When a loss occurs due to malicious mischief, burglary, robbery, theft, or attempted theft the Insured must give notice to the proper authorities.
<b>Sue and Labour</b>	States the Insured must take all reasonable steps to recover lost property and the obligations of the Insurer in these circumstances.
<b>Basis of Settlement - New</b>	States the Insurer is only liable for the actual cash value at the time of the loss (unless otherwise indicated). This clause also states how actual cash value is determined. This is also included in the Property Insurance base wording.
<b>Subrogation</b>	Subrogation is the assignment to an insurer by terms of the policy or by law, after payment of a loss, of the rights of the insured to recover the amount of the loss from one legally liable for it.
<b>Examination under Oath -New</b>	This allows an Insurer to cross-examine the proofs of loss to avoid potential fraud.
<b>Canadian Currency Clause</b>	Clarifies that all limits of insurance, premiums and other amounts in the Policy are in Canadian currency.
<b>Contribution</b>	If there is more than one policy in force, this indicates how the loss will be settled by each Insurer. Typically referred to as 'Other Insurance Clause'.
<b>Verification of Values</b>	The Insurer is permitted during the policy period, or within a specified time period after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property.
<b>Breach of Condition</b>	This clause outlines the consequences when there is a breach of a condition after a loss.
<b>Reinstatement</b>	Indicates how policy limits will react after a loss.
<b>Loss Payable: Condominium Corporation -New</b>	Indicates how loss will be payable when loss is to a condominium corporation.
<b>Property of Others: Condominiums - New</b>	Indicates how losses will be paid when the loss is to a condominium corporation and a condominium unit owner.
<b>APPLICABLE TO ALL COVERAGES</b>	<b>General Descriptions of the Provisions in this Form</b>
<b>Trade and Economic Sanctions - New</b>	Its purpose is to prevent coverage under a policy which could expose an Insurer to a breach of economic trade or sanctions.

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# 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.)

## 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 & © 2023 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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# 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

<b>Limits</b>	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
<b>Defence Costs</b>	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.
<b>No Annual Aggregate</b>	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.
<b>Claims Made Policy</b>	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.
<b>Claims Definition</b>	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
<b>Insured Definition</b>	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.

### Coverage Is Provided For Unique Exposures

<b>Insurance</b>	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
<b>Benefit Plans</b>	Errors or Omissions in administering Employee Benefit Plans are covered.
<b>Misrepresentations</b>	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
<b>Other Specialists and Services</b>	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.

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# Commercial Follow Form Excess Liability Coverage Highlights

## Overview

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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

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

## Overview

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

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

## Why Coverage is Required

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

- 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/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 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

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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

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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

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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

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- 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

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- 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

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- 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**

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- 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

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 up to five years in age. For years 6 to 15 coverage will be amended to scheduled, Replacement Cost value. Any Contractors Equipment over 15 years will be amended 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

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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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# 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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