

## 2024 General Insurance Program

TRI-COUNTY WATER BOARD

Renewal Report for the Policy Term December 17, 2024, to December 17, 2025

Submitted by: Address:	Intact Public Entities Inc. 278 Pinebush Rd., Suite 200 Cambridge, ON N1T 1Z6
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Ref 04180/bg 26 November 2024



### How to Report a Claim

### Steps you need to take to report a claim:

- 1. During business hours please **call your broker** (if applicable) or **IPE** at 1-800-265-4000 or email at mail.claims@intactpublicentities.ca.
- 2. For legal expense claims please call ARAG at 1-855-953-1434.
- 3. For **automobile claims** please call IPE at 1-800-265-4000 or email at mail.claims@intactpublicentities.ca.
- 4. For **cyber incidents** please carefully review your cyber policy to identify the Subscribing Partner and their corresponding claims contact information.
- 5. After hours, please call 1-866-287-4971.

#### **Property Damage**

Have you experienced property damage from a storm, flood, or fire? Have you found mould or asbestos? Call **On Side Restoration**, the IPE preferred vendor for your property restoration needs.



### **Update Your Records**

### Paying Your IPE Insurance Policy

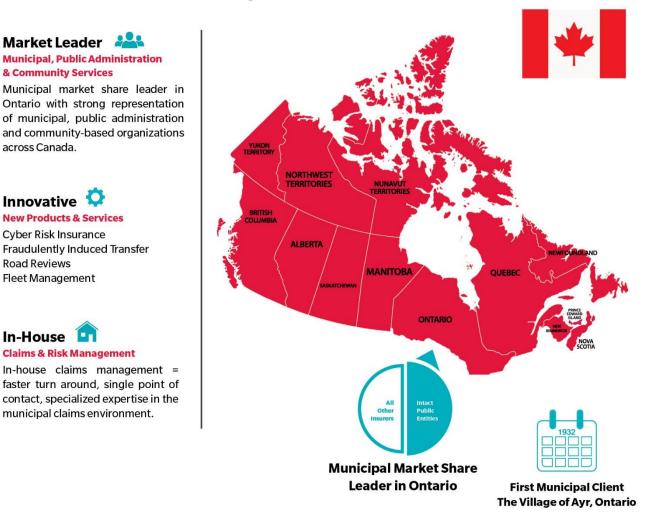
- 1. If paying electronically, update your payables system if necessary to reflect **IPE as a payee**. Information on adding IPE as a payee can be found with your monthly statement.
- 2. Look for IPE, not Intact Insurance in your payables system we are separate companies.
- 3. IPE is a subsidiary of Intact Financial Corporation. Please continue to **submit payment to us** without amalgamating any payments to Intact Insurance.
- 4. We have our own payment terms and methods that may be different than Intact Insurance. We cannot transfer payments between companies if misapplied. Amalgamating payments may result in the accrual of late fees on your account.
- 5. Please see your policy for IPE's banking information.
- 6. For all finance inquiries please email finance@intactpublicentities.ca.

## **About IPE**

IPE 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 IPE the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. IPE is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about IPE visit www.intactpublicentities.ca.

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

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



### The Advantage of a Managing General Agent

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

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

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for IPE 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) Broad Definition of Insured	5,000	15,000,000 Per Claim No Aggregate
Sewer Backup	5,000 Per Claimant	
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	250,000 Per Claim 250,000 Aggregate
Forest Fire Expense	Nil	1,000,000 1,000,000 Aggregate
Abuse Liability – Claims Made Form Retroactive Date: December 17, 2022	5,000	2,000,000 Per Claim 2,000,000 Aggregate
Errors & Omissions Liability (Claims Made Form)	5,000	15,000,000 Per Claim No Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	1,000	250,000

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

#### Crime

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

#### 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	28,547,100
Scheduled Items Coverage, Deductible and Basis of Settlement as per Schedule	5,000		5,000
Property Supplemental Coverage (Included in the Total Sum Insured unless otherwise s	specified in the wording)		
Building By-laws	5,000		10,000,000
Building Damage by theft	5,000		Included
Debris Removal	5,000		Included
Electronic Computer Systems			
Electronic Computer Hardware and Media	5,000		Included
Electronic Computer Systems Breakdown			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		1,500,000
Fungi and Spores	5,000		10,000
Furs, Jewellery and Ceremonial Regalia			
Ceremonial Regalia	5,000		Included
Furs and Jewellery	5,000		25,000
Inflation Adjustment	5,000		Included
Live Animals Birds or Fish	5,000		25,000
Newly Acquired Property	5,000		1,000,000
Professional Fees	5,000		Included
Property and Unnamed Locations	5,000		Included
Property Temporarily Removed Including while on Exhibition and during Transit	5,000		Included
Recharge of Fire Protection Equipment Expense	5,000		Included

Sewer Backup and Overflow	5,000	Included		
Municipal & Public Administration Extension Endorsement (In Addition to the Total Sum Insured unless specifically scheduled in the wording)				
Accounts Receivable	5,000	500,000		
Bridges and Culverts	5,000	50,000		
Buildings Owned due to Non Payment of Municipal Taxes		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	100,000		
Errors and Omissions	5,000	Included		
Exterior Paved Surfaces	5,000	50,000		
Extra Expense	5,000	500,000		
Fine Arts				
At Insured's Own Premises	5,000	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 Signs	5,000 5,000	25,000 Included		
oigno	0,000	molada		

	(\$) Total Amount of Insurance 31,122,100	
Virus and Bacteria Exclusion	Not Applicable	Included
Additional Endorsements		
Rent or Rental Value	5,000	500,000
Business Interruption		
Valuable Papers	5,000	500,000
Vacant Property	5,000	250,000

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

#### Schedule of Coverage

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

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	5,000	50,000,000 Per Accident
Extra Expense	24 Hours	500,000
Consequential Damage	5,000	50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Interruption by Civil Authority		30 days
Errors and Omissions		500,000
Loss of Data		100,000
Selling Price		Included
By-Law Cover		Included
Off Premises Mobile Object		25,000
Brands and Labels		250,000
Environmental "Green" Coverage		250,000
Service Interruption		Included Within 2500 metres
Contingent Business Interruption	48 Hours	25,000
Public Relations Coverage		10,000
Gross Rents	24 Hours	500,000

#### Equipment Breakdown (Advantage/BM31)

#### **Account Premium**

Drior Torm	Total Annual Premium	\$ 27,315
Prior Term	(Excluding Taxes Payable)	φ <i>21</i> ,313

TotalAnnualPremium(Excluding Taxes Payable)\$ 29,066

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**

	Exp	biring Program Term	Rer	newal Program Term
Casualty				
General Liability	\$	8,687	\$	9,034
Errors and Omissions Liability		3,827		3,980
Non-Owned Automobile Liability		110		110
Crime		585		585
Property				
Property		11,608		12,735
Equipment Breakdown		2,498		2,622
Total Annual Premium	\$	27,315	\$	29,066
(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.

### **Property Policy**

#### **Building Values Increased**

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

### **Equipment Breakdown**

• Please note that we will be adding a specified deductible of \$20,000 with respect to any internal combustion engines. The deductible for all other equipment remains at \$5,000.



#### 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.

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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
  - 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
Note: Unless indicated as 'New' a similar clause was included last term.	
Misrepresentation	Misrepresentation allows the Insurer to void the insurance contract.
Property of Others	The insurance contract is between the Insured and Insurer, and no other person unless specifically stated on the policy.
Change of Interest	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.
Material Change	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.
Termination	Sets out the rules for ending the insurance agreement by cancellation, or communication by the Insured and/or Insurer.
Requirements After Loss	Sets out obligations of the Insured when there is loss or damage to the insured property covered by the policy.
Fraud	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.
Who may give notice and proof	Provision as to when there is a loss, who is allowed to notify the Insurer and provide the proof of loss.
Salvage	Sets out the obligations of the Insured and what they must do to prevent further damage to property when a loss happens.
Entry, Control, Abandonment	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.
Appraisal	Provision that outlines when an independent appraisal is allowed if there is a dispute over the value of the property.
When Loss Payable	A provision that states that loss is payable within a specific time period after the proof of loss is completed.
Replacement	This provision states the Insurer's rights and obligations when they opt to repair or replace damaged property.
Action	Provides the time period in which action against an Insurer can be started or the action will be barred.
Notice	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
Notice to Authorities	When a loss occurs due to malicious mischief, burglary, robbery, theft, or attempted theft the Insured must give notice to the proper authorities.
Sue and Labour	States the Insured must take all reasonable steps to recover lost property and the obligations of the Insurer in these circumstances.
Basis of Settlement - New	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.
Subrogation	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.
Examination under Oath -New	This allows an Insurer to cross-examine the proofs of loss to avoid potential fraud.
Canadian Currency Clause	Clarifies that all limits of insurance, premiums and other amounts in the Policy are in Canadian currency.
Contribution	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'.
Verification of Values	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.
Breach of Condition	This clause outlines the consequences when there is a breach of a condition after a loss.
Reinstatement	Indicates how policy limits will react after a loss.
Loss Payable: Condominium Corporation -New	Indicates how loss will be payable when loss is to a condominium corporation.
Property of Others: Condominiums - New	Indicates how losses will be paid when the loss is to a condominium corporation and a condominium unit owner.
APPLICABLE TO ALL COVERAGES	General Descriptions of the Provisions in this Form
Trade and Economic Sanctions - <mark>New</mark>	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 mislead by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.
- For Coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

### **Property Coverage – Earthquake and Flood**

• A quote for Flood and Earthquake 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**

IPE 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 a 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.

## **General Liability 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 Corporation and for damages to or destruction of property of others caused by an accident.
- Insures against liability imposed by law for damages because of Personal Injury sustained by any person caused by false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, humiliation, invasion of privacy, wrongful eviction, wrongful entry and discrimination.

#### Features

- No annual aggregate limits.
- Bodily Injury, Property Damage, Products & Completed Operations Liability.
- Included as Insured's are Board Members, Employees, Volunteers while performing their duties as such.
- Blanket Tenants' Legal Liability included.
- Advertisers Liability included.
- Employers Liability included.
- Forest Fire Expense.
- Medical Payments.
- Environmental Liability Exclusion.
- If Applicable, refer to the attached Additional Insured(s) form.

#### Abuse Coverage

- Abuse coverage:
  - is included if shown on your Schedule of Coverage.
  - is written on a claims made basis and subject to a separate Per Claim and Aggregate Limit. The Abuse Aggregate Limit also includes defence costs within this separate limit of insurance and will reduce the Liability Aggregate Limit.
  - if abuse coverage not insured, an abuse exclusion will apply.

## 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. E&O focuses on providing coverage when there is financial loss to a third party (rather than bodily injury or property damage as general liability does).

Features	
Limits	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
Defence Costs	Over and above the Limit of Insurance. Whether a potential claim is baseless, or not, mounting legal expense can have serious monetary consequences for an Insured.
No Annual Aggregate	With higher out of court settlements and increased damage awards, large or even a series of small claims can quickly erode an annual aggregate limit.
Claims Made Policy	Pays for claims occurring and reported during the policy period. Our policy provides retroactive coverage (no date need be specified) and stipulates that a claim is first known only when written notice is first received.
Claims Definition	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
Insured Definition	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.

#### **Coverage Is Provided for Unique Exposures**

Insurance	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
Benefit Plans	Errors or omissions in administering Employee Benefit Plans are covered.
Misrepresentations	Municipal governments are required to provide information with respect to local matters and must ensure the information which is provided is accurate, true and not misleading. Our definition of a Wrongful Act covers misstatements or misleading statements
Other Specialists	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.
and Services	

## **Non-Owned Automobile Coverage Highlights**

#### Overview

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

#### Features

#### SEF No. 96 Contractual Liability:

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

#### SEF No. 99 Long Term Lease Exclusion:

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

#### **Territory:**

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

#### **Termination Clause:**

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

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

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

#### Additional Information

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

## **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.

## **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 IPE 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 IPE).
- 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**

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

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

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

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

## **Equipment Breakdown Advantage Highlights**

#### Overview

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

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

#### Features

Coverage is extended to pay for:

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

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

**Extra Expense:** Additional costs (e.g., equipment rental) you incur after a covered loss to maintain normal operations. **Expediting Expenses:** The cost of temporary repairs or to expedite permanent repairs to restore business operations.

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

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

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

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

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

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

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

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

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

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

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

#### **Other Benefits**

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

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

#### **Additional Information**

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



## **Program Options Highlights of Coverage**

IPE 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 a 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.

## **Crime Coverage Options**

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

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

#### Threats to Person:

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

#### Threats to Property:

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

#### Pension or Employee Benefit Plan Coverage

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

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

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

#### Credit Card Coverage

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

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

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

#### Fraudulently Induced Transfer Coverage

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

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

#### Overview

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

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

**Example 1:** Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

**Example 2:** Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

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

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

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

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

#### Fraudulently Induced Transfer Endorsement Features

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

#### **Limits and Deductible**

The Fraudulently Induced Transfer Endorsement is subject to:

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

# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

#### Overview

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

#### **Property Coverage**

- Property: (Optional Coverage).
- All Risk Coverage for the 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 RPAS 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.).
- RPAS must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the RPAS or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the RPAS or the equipment.

#### Liability Coverage

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

#### Important Information

While our endorsements are primarily designed to offer coverage for RPAS 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.



Estimate of Values

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