

ACCREDITED CAMPS IN CANADA LIABILITY COVERAGE SUMMARY 2022

This is a brief summary of the policy terms and conditions. In the event of conflict between this document and the actual policy wording, the policy wording will prevail.

All currency is Canadian funds.

The Liability Policy is written on a Commercial General Liability form. All policies contain terms, conditions and exclusions. This Policy responds to civil actions and not criminal actions. However there is limited coverage for reimbursement of legal expenses for the defence of certain offences or charges.

The coverage provided is for Bodily Injury, Property Damage, Personal Injury and Advertising Injury.

Defence costs and Pre and Post Judgement Interests are in addition to the limit insured except for the coverages of Abuse or Reimbursement of Criminal or Regulatory Defence Costs.

The Abuse coverage is on an occurrence basis.

EXTENSION OF COVERAGE HIGHLIGHTS

The following is a highlight of *some* of the extensions of coverage which may be available under this policy, subject to the limits, definitions, terms, conditions and exclusions contained in the policy wording, Certificate of Insurance, or proposal, whichever is least.

ABUSE

(Defence Costs are included in this limit and not in addition to.)..... **\$3,000,000.00** Aggregate Limit (occurrence format), \$1,000 deductible.

EMPLOYEE BENEFITS ERRORS & OMISSIONS..... **\$5,000,000.00** Aggregate Limit. \$1,000 deductible. – (claims made)

TENANTS LEGAL LIABILITY..... **\$5,000,000.00** Any One Premises. \$1,000 deductible.

NON-OWNED AUTOMOBILE..... **\$5,000,000.00** Bodily Injury and Property Damage combined.

PHYSICAL DAMAGE TO HIRED AUTOMOBILES..... **\$75,000.00** Each Accident. \$1,000 deductible.

FOREST FIRE FIGHTING EXPENSES..... **\$5,000,000.00** Each Occurrence. \$1,000 deductible. – (part of the limit, not in addition to)

EMPLOYERS LIABILITY..... **\$5,000,000.00** Each Occurrence.

LEGAL EXPENSE DEFENCE COSTS

REIMBURSEMENT - OFFENCE OR CHARGE..... **\$500,000.00** Each Occurrence.

\$1,000,000.00 Aggregate.

SUDDEN AND ACCIDENTAL POLLUTION..... **INCLUDED** 240 Hour Reporting Required. \$1,000 deductible.

GENERAL AGGREGATE..... **\$5,000,000.00**

All coverage shown in Extension of Coverage Highlights (excluding Abuse and Legal Expense Costs Reimbursement) are part of the General Aggregate and not in addition thereto. Abuse and Legal Expense Reimbursement are subject to the lower aggregate limits shown.

INSURED PERSONS:

1. If you are designated on the Individual Certificates of Insurance as:
 - a) An individual, you and your spouse, common law partner or domestic partner are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b) A partnership, limited partnership or joint venture, you are an insured. Your members, your partners, and their spouses, common law partners or domestic partners are also insureds, but only with respect to the conduct of your business.
 - c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
 - e) A trust, you are insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a) Your “volunteer workers”, or your “employees”, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

All entities where required by contract with the insured but only with respect to the liability arising from the operations of the Named Insured as stated on the Individual Certificates of Insurance.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

LEGAL EXPENSE DEFENCE COSTS REIMBURSEMENT:

The insurer will reimburse the insured for reasonable legal expenses charged by legal counsel, agreed by them acting reasonably, and other expenses the insured incurs in the investigation and defence of an “offence or charge” laid by any municipal, territorial or federal government body or any other government authority, agency or disciplinary body.

With respect to the defence of an offence or charge there is no duty to reimburse any insured for legal fees and other expenses incurred by the insured unless the defence of the “offence or charge” is “fully successful” as defined in the policy.

The limit provided is \$500,000 per occurrence, \$1,000,000 in the aggregate.

This policy contains general aggregate limits. An annual aggregate is the total dollar amount the Insurer will pay for claims in any one policy year regardless of the number of claims.

There is a limited form of Pollution Coverage provided, however please refer to the definitions stated in this summary and the time allowed to report losses.

Professional services are insured such as nursing, counseling, physiotherapy, medical services, and physiological services up to the full limit of the policy are insured. However, this coverage does not cover individuals that maintain their own Professional Liability Insurance, such as doctors or nurses.

MAJOR DEFINITIONS:

1. Insured means the Named Insured stated on the Certificate of Insurance, Including:
 - Employees
 - Volunteer Workers
 - Officers and Directors, Managers and Trustees
 - Third Parties assumed under an insured contract.
2. “Bodily Injury” means mental anguish or mental injury, bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time and includes damages claimed by any person or organization for care, loss or service or death resulting from the “bodily injury”.
3. “Property Damage” means:
 - a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.
4. “Personal and Advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
 - a) False arrest, detention or imprisonment;
 - b) Malicious prosecution;
 - c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - e) Oral or written publication of material, in any manner, of material that violates a person’s right of privacy;
 - f) The use of another’s advertising idea in your “advertisement”; or
 - g) Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.
 - h) Discrimination complaint, summons or suit received due to failing to accommodate or accept any individual as a participant in any program, based on your good faith consideration and assessment that such accommodation or acceptance would cause a health and safety risk to the individual or others.
5. “Offence or Charge” means any regulatory, administrative, statutory, quasi-criminal or criminal act or allegation, proceeding, complaint or similar pleading, or return of indictment or laying of charges, including proactives and orders.
6. “Fully Successful” means acquittal, the return of a not guilty verdict, the withdrawal of charges or a written determination by a regulatory or administrative body that the allegations have no merit.
7. Abuse means but is not limited to, any act, threat or allegation involving molestation, harassment, corporal punishment, assault, battery or any other form of physical, sexual, mental, psychological or emotional abuse.
8. Coverage territory means:
 - a) Canada and United States of America, (including their territories and possessions)
 - b) other parts of the world, provided the suit is brought within Canada or the United States (including their territories and possessions), or in a settlement the Insurer agrees to.
9. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Coverage is provided for the following:

- a) Heat, smoke or fumes or fire extinguishing substances used to fight hostile fires. “Hostile Fire” means one which becomes uncontrollable or breaks out from where it was intended to be.

- b) An unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants.
- i. does not occur in a quantity or with a quality that is routine or is usual to the business of the insured.
 - ii. is detected within 240 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape, and
 - iii. is reported to the Insurer within 240 hours of being detected.

MAJOR EXCLUSIONS:

1. Employment Practices Liability.
2. Intentional Acts, except the use of reasonable force to protect persons or property is not excluded.
3. Owned or Leased Automobile Liability. However, Non-Owned Automobile coverage is insured.
4. Watercraft in excess of 51 feet.
5. Any liability arising out of Abuse after the Named Insured had knowledge of or ought to have knowledge of that an officer, employee or volunteer has abused any person.
6. Damage to Property in your care, custody and control, except as is provided under “Tenants Legal Liability”
7. Pollution and contamination other than “sudden and accidental” as defined and hostile fire coverage.
8. Employees are not insured for bodily injury claims to other employees. This includes abuse.
9. Cyber Risks
10. Mould/Fungi “Fungi”
11. Asbestos, Silica
12. Communicable Disease

YOUR DUTIES IN THE EVENT OF A LOSS:

You must report the loss as soon as practicable, after notice has been received by an “Executive Officer” of the Company or Named Insured. This definition and duty does not apply to sudden and accidental pollution claims. Pollution Losses must be reported within 240 Hours.

If a claim is made or a suit is brought you must immediately forward to the Insurer every demand, notice summons or other process received.

You must co-operate with the Insurer, and if requested to do so attend hearings and trials.

You may not, (except at your own cost) voluntarily make any payment, assume any obligation or incur any expense, other than for First Aid, without the Insurers consent.

THE INSURERS DUTIES ARE:

Pay on behalf all sums which the Named Insured is legally obligated to pay for coverage afforded by this policy

Defend in the name and on behalf of the Insured any civil action which may at any time be brought against the Insured for Bodily Injury and Property Damage, Personal Injury and Advertising Injury covered by the Policy.

Pay all costs taxed in any civil action defended by the Insurer and any interest accruing prior and after entry of judgment upon that part of the judgment which is within the limit of liability.

MISCELLANEOUS ITEMS:

1. Breach of a Condition

Any breach of a condition of this policy by any Insured shall not affect the protection by this policy to any other Insured who is not or was not a party to such breach of condition.

2. Changes

This policy contains all the agreements between you and the Insurer concerning the insurance afforded. The first Named Insured shown on the Individual Certificates of Insurance is authorized to make changes in the terms of this policy with the Insurers consent. This policy’s terms can be amended or waived only by endorsement issued by the Insurer and made a part of the policy.

3. Representations

By accepting this policy, you agree:

- a) The statements on the Individual Certificates of Insurance are accurate and complete;
- b) Those statements are based upon representations you made to the Insurer; and
- c) They have issued this policy in reliance upon your representations.

4. Separation of Insureds, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, the insurance applies:

- a) As if each Named Insured were the only Named Insured; and
- b) Separately to each insured against whom claim is made or “suit” is brought.

5. Termination

- a) The first Named Insured shown on the Individual Certificates of Insurance may terminate this policy by mailing or delivering to the Insurer or Broker advance written notice of termination.
- b) The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - i. 15 days before the effective date of termination if they terminate for non-payment of premium; or
 - ii. 90 days before the effective date of termination if they terminate for any other reason.
Except in Quebec, if notice is mailed, termination takes affect 15 or 90 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the actual or alleged transmission of a communicable disease. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

All other terms and conditions of this policy remain unchanged.