

CANADA CAMPS NON-PROFIT ENTITY DIRECTORS & OFFICERS 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.

COVERAGE HIGHLIGHTS

A: INSURED PERSON AND ENTITY LIABILITY

This section pays on the Insureds behalf for amounts that they may become legally obligated to pay as a result of a Claim for a D&O Wrongful Act.

B: NON-PROFIT OUTSIDE DIRECTORSHIP LIABILITY

This section pays on the Insureds behalf for amounts that they may become legally obligated to pay as a result of a Claim for an Outside Directorship Wrongful Act for which an Outside Entity is not permitted to indemnify them or is unable to indemnify them due to its financial insolvency.

C: EMPLOYMENT PRACTICES LIABILITY

This section pays on the Insureds behalf for amounts that they may become legally obligated to pay as a result of a Claim for an Employment Practices Wrongful Act.

D: FIDUCIARY LIABILITY

This section pays on the Insureds behalf for amounts that they may become legally obligated to pay as a result of a Claim for a Fiduciary Wrongful Act.

E: DEFENCE

This section outlines the Insurer's duty and right to defend any Claim made against the Insureds for which coverage is provided by this policy.

EXTENSION OF COVERAGE HIGHLIGHTS

PUBLIC RELATIONS MANAGEMENT COSTS \$50,000.

WORKPLACE VIOLENCE COSTS \$250,000.

MAJOR DEFINITIONS:

1. **INSURED** means any **INSURED PERSON** and the **ENTITY**.
2. **INSURED PERSON** means any individual who was, now is or shall be a director, officer, trustee, employee, volunteer or member of any duly constituted committee of the **ENTITY**, including the estates, heirs, legal representatives or assigns of any said deceased, incompetent, insolvent or bankrupt individuals. Spousal/Co-defendant Clause Coverage as afforded by this policy shall apply to the spouse (including a domestic partner) of an **INSURED PERSON** provided that: (a) such spouse is named as a co-defendant in a **CLAIM** against an **INSURED PERSON**; and (b) such spouse is so named solely by reason of (i) his/her status as the spouse of an **INSURED PERSON** or (ii) his/her ownership interest in property which the claimant seeks as recovery in such **CLAIM**; and (c) it is not alleged in the **CLAIM** that the spouse is liable to the claimant for any reasons other than those contemplated above; and (d) coverage is provided by this policy to the **INSURED PERSON** for the **CLAIM**
3. **D&O WRONGFUL ACT** means any actual or alleged defamation, breach of duty, neglect, error, misstatement, misrepresentation, omission or other act done or attempted by any **INSURED** in the discharge of their duties solely in their capacity with the **ENTITY** or any matter claimed against them solely by reason of their status as an **INSURED PERSON**.
4. **DAMAGES** means compensatory damages, including but not limited to amounts for which the **INSURED PERSONS** are statutorily liable due to the insolvency of the **ENTITY** (including penalties and interest related to such statutory liabilities) pursuant to any Canadian federal, provincial or territorial law; and punitive or exemplary damages first rendered by a court in Canada; which the **INSUREDS** are legally obligated to pay as a result of a judgement, settlement or assessment including pre and post-judgement interest. **DAMAGES** shall not include fines, penalties or damages which may be deemed uninsurable under the law pursuant to which this policy shall be construed. However, it is agreed that the insurability of punitive or exemplary damages and statutory liability related penalties shall be governed by such applicable law of the jurisdiction which most favours coverage for punitive or exemplary damages and statutory liability related penalties provided such jurisdiction has a substantial relationship to the relevant **INSURED PERSONS**, to the **ENTITY** or to the **CLAIM** giving rise to the **DAMAGES**.
5. **ENTITY** means. the entity named in the Declarations (Camp); any **SUBSIDIARY** at the inception date of the policy; any former **SUBSIDIARY** but coverage is only afforded with respect to **WRONGFUL ACTS** occurring during its currency as a **SUBSIDIARY**.
6. **CLAIM** means a written or oral demand for compensatory damages or non-monetary relief; a civil proceeding commenced by the service of a notice of action, statement of claim or similar proceeding; a formal administrative or regulatory proceeding commenced by the filing of a notice of hearing or formal investigative order or similar document.
7. **DEFENCE COSTS** means reasonable and necessary legal, accounting, adjusting, investigating, expert or appeal expenses incurred for the defence of **CLAIMS** for which coverage is provided by this policy. **DEFENCE COSTS** does not include salaries, wages, overhead or benefit expenses of any **INSURED PERSON**.
8. **EMPLOYMENT PRACTICES WRONGFUL ACT** means any actual or alleged wrongful termination of an individual employment contract; discrimination or harassment adversely affecting any employee of or applicant for employment with the **ENTITY**; wrongful deprivation of career opportunity or failure to employ or promote; wrongful discipline of employees; negligent evaluation of employees; employment-related misrepresentation; employment-related defamation; retaliatory treatment against an employee of the **ENTITY** on account of such employee's exercise of his/her rights under law; discrimination or harassment with respect to any past, present or prospective customers or clients of the **ENTITY**.
9. **FIDUCIARY WRONGFUL ACT** means any actual or alleged act, error or omission arising out of the management or administration of a **BENEFIT PLAN**
10. **OUTSIDE ENTITY** means any legally constituted non-profit organization or association.

11. **OUTSIDE DIRECTORSHIP WRONGFUL ACT** means a **D&O WRONGFUL ACT** committed by an **OUTSIDE DIRECTOR**.
12. **SUBSIDIARY** means any non-profit organization or association more than fifty per cent (50%) owned by the **ENTITY**.
13. **OUTSIDE DIRECTOR** means any **INSURED PERSON** acting in the capacity as a duly elected or appointed director, officer or trustee of an **OUTSIDE ENTITY** provided such position is being held at the specific request of the **ENTITY**.
14. **WRONGFUL ACT** means a **D&O WRONGFUL ACT**, an **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **FIDUCIARY WRONGFUL ACT**, and/or an **OUTSIDE DIRECTORSHIP WRONGFUL ACT**.
15. any employee pension plan or employee welfare benefit plan which, at the inception date of the policy, is operated solely by the **ENTITY**, or jointly by the **ENTITY** and a labour organization for the benefit of the employees of the **ENTITY**; any medical, dental, life and accident or employee profit sharing plan which, at the inception date of the policy, is sponsored by the **ENTITY**, except any multi-employer plan; any **BENEFIT PLAN** acquired or created during the **POLICY PERIOD** but only with respect to **FIDUCIARY WRONGFUL ACTS** occurring subsequent to the date of such acquisition or creation.
16. **POLICY PERIOD** means the period from the inception date of this policy to the policy expiration date as set out in the Declarations, or a shorter period in the event the policy is cancelled.

MAJOR EXCLUSIONS:

1. Bodily injury, sickness, mental anguish, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof or injury resulting from false arrest, detention, imprisonment, wrongful entry or eviction. However, this exclusion shall not apply to allegations of mental anguish in a **CLAIM** for an **EMPLOYMENT PRACTICES WRONGFUL ACT**.
2. Pollution.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Pending or prior litigation as at the inception date of the policy or derived from the same or essentially the same facts as alleged in such pending or prior litigation.
5. Fraudulent, dishonest or criminal acts committed deliberately by any **INSURED**.
6. Actual or alleged breach of contract except for allegations of tortious conduct and **DEFENCE COSTS** for **CLAIMS** arising from an **EMPLOYMENT PRACTICES WRONGFUL ACT**.
7. Grievances brought pursuant to a collective agreement.
8. **CLAIMS** for the rendering or failure to render any kind of professional service for others, either gratuitously or for a fee.

YOUR DUTIES IN THE EVENT OF A LOSS:

You must report the loss as soon as practicable by providing written notice to the Insurer at the address indicated in the Declarations after being made aware of a **CLAIM** for which coverage would be afforded by this policy, but in no event later than thirty (30) days following the expiration date of the **POLICY PERIOD**. This thirty (30) day extended reported period will only apply if no replacement coverage is obtained during such thirty (30) day period. If during the **POLICY PERIOD** the **INSUREDS** become aware of a **WRONGFUL ACT** which could reasonably give rise to a **CLAIM** and the **INSUREDS** deliver written notice thereof to **VICTOR** prior to the date of expiry of the policy, any **CLAIM** arising out of such reported **WRONGFUL ACT** shall be treated as a **CLAIM** made during the **POLICY PERIOD** in which such written notice was delivered.