

**PROPERTY & CASUALTY INSURANCE
SUMMARY JUNE 1, 2017 TO JUNE 1, 2018
CANADIAN COAST GUARD AUXILIARY**

AUGUST 10, 2017

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SUMMARY OF INSURANCE

CANADIAN COAST GUARD AUXILIARY

This summary of insurance includes the main features of the insurance program for the Canadian Coast Guard Auxiliary for the benefit of their members and their vessels while on authorized activities.

The terms and conditions of insurance coverage are subject to change at any time and without prior notice.

The named insured under the various policies are as follows:

Canadian Coast Guard Auxiliary (National) Inc.

Canadian Coast Guard Auxiliary (Maritimes) Inc.

Garde Côtière Auxiliaire Canadienne (Québec) Inc.

Canadian Coast Guard Auxiliary (Central & Arctic) Inc.

The Royal Canadian Marine Search and Rescue Incorporated

Canadian Coast Guard Auxiliary (Newfoundland & Labrador) Inc.

collectively operating as the Canadian Coast Guard Auxiliary.

YOU MUST REFER TO THE ACTUAL POLICIES FOR COMPLETE DETAILS, LIMITATIONS, EXCLUSIONS AND PROTECTION PROVIDED.

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Property/Equipment Breakdown

Named Insured:	Canadian Coast Guard Auxiliary Et Al (as per page i)	
Insurer::	AVIVA Insurance Company of Canada	
Location Insured:	\$ 989,000	17 rue Prince, Sorel, QC J3P 4J4
	\$ 2,700	47 rue Riverview, Gatineau, QC J9H 4S7
	\$ 146,000	301-800 Windmill Road, Dartmouth, NS B3B 1L1
	\$ 400,785	305 Milner Ave, Suite 208, Toronto, M1B 3V4
	\$ 3,474,924	6040 East Sooke Road, Sooke, BC V9Z 0Z7
Coverage/Limits:	\$ 5,013,409	Blanket Limit (All Risk including earthquake, flood and sewer backup)
	\$ included	Inflation Protection
	\$ 50,000	Accounts Receivable
	\$ included	Building By-Laws
	\$ 10,000	Building damage by theft
	\$ 25,000	Brands & Labels
	\$ 250,000	Debris Removal
	\$ 250,000	Exhibitions floater
	\$ 50,000	Extra Expense
	\$ 10,000	Exterior Paving
	\$ 25,000	Fine Arts (Maximum \$2,500 any one item)
	\$ 250,000	Fire Fighting Expenses
	\$ 25,000	Automatic Fire Suppression Systems Recharge
	\$ included	Expediting Expenses
	\$ 10,000	Installation Floater
	\$ 10,000	Master Key
	\$ 500,000	Newly Acquired Locations (Contents – 90 days)
	\$ 1,000,000	Newly Acquired Locations (Building – 90 days)
	\$ 50,000	Off Premises Service Interruption
	\$ 25,000	Growing Plants Trees and Shrubs
	\$ 25,000	Personal Property (\$2,500 per person)
	\$ 25,000	Land and Water Pollution Clean-up (aggregate)
	\$ 50,000	Professional fees
	\$ 5,000	Signs
	\$ 25,000	Transit

	\$ 25,000	Temporary locations
	\$ 100,000	Stock Spoilage (Sublimit)
	\$ 150,000	Valuable Papers and Records
	\$ 25,000	Privacy Breach Expense
	\$ 7 days	Removal
	\$ 50,000	Catch-All Clause
Equipment Breakdown Coverage:	Includes coverage for boilers, pressure vessels, mechanical and electrical equipment, air conditioning units and refrigerating units, data processing, computer, and electronic equipment	
Valuation:	Replacement Cost on all property except actual cash value on stock	
Co-Insurance	90% on all property, buildings, by-laws, stock spoilage, and debris removal.	
Key Exclusions:	<ul style="list-style-type: none"> • Terrorism • Fungi & fungal derivatives • Asbestos • Water seepage • Wear and Tear • Data and dishonest or criminal acts • Nuclear hazard • Pollution • War/Invasion 	
Deductibles:	\$ 10,000	All losses except:
	\$ 25,000	Flood – All locations except: \$ 50,000 B.C. and Quebec
	\$ 10,000	Sewer back-up
	5% of value or \$100,000 Minimum Earthquake except:	
	- 15% of value or \$250,000 Minimum Earthquake for British Columbia	
	- 10% of value or \$100,000 for Quebec locations	
	24 Hours Business Interruption	

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Crime

This policy will cover losses resulting from Dishonesty, as well as Destruction and Disappearance of property. The following is a brief description of some of the key coverages offered in your crime policy:

- Employee Dishonesty covers loss of money, securities and any property resulting from dishonest acts committed by employees.
- Loss Inside Robbery covers loss of money, securities and any other property from an actual or attempted robbery from within the insured's premises.
- Loss Outside Robbery covers loss of money, securities from an actual or attempted robbery while located outside your premises and in your care and custody.
- Money Orders and Counterfeit Paper Currency covers loss due to the acceptance in good faith of counterfeit money orders or paper currency.
- Depositors Forgery covers loss sustained through forgery of a cheque, draft, and promissory note made or drawn by or upon you.
- Computer Theft and Funds Transfer covers loss or damage to property that results directly from computer systems fraud.

Named Insured:	Canadian Coast Guard Auxiliary et Al (as per page i.).	
Insurer::	AVIVA Insurance Company of Canada	
Coverage:	\$	100,000 Employee Dishonesty Coverage
	\$	5,000 Loss Inside Robbery Coverage
	\$	5,000 Loss Outside Robbery Coverage
	\$	10,000 Money Order and Counterfeit Paper Currency
	\$	50,000 Depositors Forgery
	\$	100,000 Computer Theft and Funds Transfer
	\$	10,000 Audit Expense
Deductible:	\$	2,500 per loss
Additional Details:	<ul style="list-style-type: none"> • 60 Days to file Statement of Loss • Employee Dishonesty extended to cover the Presidents, Vice Presidents, Secretary & Treasurer of each of the 6 CCGA associations (Non-Compensated Elected Officers) 	
Key Exclusions:	<ul style="list-style-type: none"> • Accounting Errors • Inventory Calculations • Data • Terrorism 	

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Commercial General Liability

This policy provides coverage for bodily injury or property damage suffered by a third party caused by the negligence of a member of the CCGA. Negligence is often defined as the omission to do what a reasonable person (with similar training and background) would do – or the “doing” of something which a prudent and reasonable person would not do. The basis for the policy is bodily injury and/or property damage to a third party, and also includes premises liability for exposures such as trip & falls.

The coverage is subject to a limit of \$5,000,000 for any one event and the main exclusion would be loss arising out of the use of watercraft, as this would be covered under the Protection and Indemnity policy.

Named Insured:	Canadian Coast Guard Auxiliary et Al (as per page i)	
Insurer:	AVIVA Insurance Company of Canada	
Coverage:	\$ 5,000,000	Bodily Injury and/or Property Damage per occurrence
	\$ 5,000,000	Products & Completed Operations Aggregate Limit
	\$ 5,000,000	Personal & Advertising Injury per occurrence and aggregate limit
	\$ 5,000,000	Employers Liability per occurrence (Office & Clerical Employees), Canada only
	\$ 1,000,000	Tenants Legal Liability
	\$ 1,000,000	Employee Benefits Liability – each wrongful act / aggregate limit, Canada only
	\$ 5,000,000	Non-Owned Automobile Liability
	\$ 65,000	Legal Liability for Damage to Hired Automobiles
	\$ 500,000	Forest Fire Fighting Expenses (each occurrence and aggregate)
	\$ 25,000	Medical Payments (any one person)
Deductibles:	\$ 10,000	Each event - Property Damage & Bodily Injury, Personal Injury & Advertising Injury and Forest Fire Fighting Expenses
	\$ 2,500	Tenants Legal Liability & Employee Benefits Liability
	\$ 500	Legal Liability for Damage to Hired Vehicles
Additional Details:	<ul style="list-style-type: none"> • Territory- Canada, United States, it's territories and possession • Broad Definition of Insureds - Including Volunteers and Employees • Broad Form Property Damage • Blanket Contractual • SEF 94 – Damage to Hired Automobile 	

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- SEF 96 – Contractual Liability
 - OEF 98B Reduction of coverage for lessees
 - Defense Costs in addition to Policy Limit
 - Attached Machinery
 - Contingent Employers Liability
 - Broad Definition of Bodily Injury
 - Cross Liability / Separation of Insureds
 - Newly Operated or Acquired Organization – 90 day reporting
 - Host Liquor Liability
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Key Exclusions:

- Watercraft/Aircraft Liability
 - Terrorism
 - Electronic Data
 - Fungi or Spores
 - Asbestos
 - Abuse
 - Employment Related Practices Liability
 - Pollution Liability Exclusion – Hostile Fire excepted
 - Professional Services
 - War Risks
 - SEF 99, QEF 99 – Excluding Long Term Leased Vehicle
 - Nuclear energy liability
 - Insured vs Insured
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Hull & Machinery – Protection and Indemnity

Provides protection up to \$3,000,000 for total loss of a vessel (see below for different limits applicable to different type of vessels), (nets and gear must be declared in vessel valuation and are insured only in case of the total loss of the vessel). This insurance is only applicable while the vessel is on an Authorized Activity and does not cover the catch or cargo on board any insured vessel.

This contract also includes a liability limit of \$10,000,000 (Protection & Indemnity) in the event that the authorized activity causes bodily injury or property damage to a third party while on board and/or through the use of a vessel.

Named Insured:	Canadian Coast Guard Auxiliary et Al (as per page i)	
Insurers:	Intact Insurance Company	50%
	St Paul Fire & Marine Insurance Canada	50%
Coverage:	<p>All coverages hereunder are to attach as primary insurance, from the time the vessel commences an authorized activity, including but not limited to:</p> <ul style="list-style-type: none"> I. Search & Rescue; and/or II. Pollution clean-up and/or mitigation or prevention; and/or III. Water and/or Land Demonstrations; and/or IV. Non-Owned Watercraft V. In the event a C.C.G.A. member boards a third party vessel as part of a tasked or otherwise sanctioned activity the policy will cover the legal liability of the member and the Named Insured for property damage to that vessel and for the legal liability for property damage or bodily injury arising out of the operation of that vessel by the member. The deductibles for Hull and Protection & Indemnity applicable to the tasked vessel will apply to claims covered by this extension. VI. All other authorized activities deemed approved and necessary by the Insured or any activity listed in the Annual Business Plan which has been approved by the minister. <p>and continues until such activity(ies) cease(s). In the event that a casualty involves physical damage to the vessel, the coverage hereunder shall continue in effect until the vessel has reached a port where repairs can be effected and is moored in good safety.</p> <p>Determination of when an authorized activity attaches and terminates shall rest with Canadian Coast Guard, C.C.G.A., or Transport Canada as applicable.</p> <p>Vessels in the care, custody, or control of the C.C.G.A. including community-owned vessels, and/or loaned vessels, and/or owned</p>	

vessels while they are not being tasked and while they are moored in a harbour or are in storage; and/or Vessels owned by the C.C.G.A. are insured on Port Risks coverage while not being tasked.

Insured's vessels:

- Vessels owned by members of the C.C.G.A. while tasked or otherwise involved in authorized activities by the Coast Guard or Transport Canada or C.C.G.A.
 - Vessels in the care, custody or control of the C.C.G.A. including loaned vessels, and/or leased vessels; and/or
 - Vessels owned by the C.C.G.A.
 - Vessel(s) owned by the Societies and/or Communities within the five (5) divisions of the Canadian Coast Guard Auxiliary (C.C.G.A.) so long as they are solely used for authorized activities of the C.C.G.A.; and/or
 - Non-owned vessels while being operated or while under the control of a member in connection with authorized activities
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Key Exclusions:

- No type of diving activities is covered
 - Flare demonstrations are not covered
 - Institute Radioactive Contamination, Chemical, Biological, Biochemical, Electromagnetic Weapons Exclusion (10/11/2011)
 - Radioactive Contamination Exclusion Clause (USA/Canada only)
 - Cyber Attack Exclusion Clause(10/11/03)
 - Punitive or Exemplary Damage
 - Pollution unless Sudden or Accidental
 - Hull & Machinery specific:
 - Delay
 - Wear and tear, inherent vice, gradual deterioration or mechanical breakdown (except resultant damage from covered perils)
 - Manufacturer's or hidden defect (except resultant damage from covered perils)
 - Protection & Indemnity specific:
 - Cargo/property carried
 - Bodily injury to employees arising out of their employment with liability arising out of any worker's compensation act or similar statute
 - Liability arising out of towage of another vessel or craft other than emergency towage of a vessel in distress to a port or place of safety
 - Breach of contract (except liability existing in absence of such contract)
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Coverage:

- 1) Hull & Machinery
 - \$3,000,000 any one commercial vessel
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	<ul style="list-style-type: none">• \$3,000,000 any one Fishing Vessels• \$1,200,000 any one Pleasure Craft/ Yachts• \$1,200,000 Port Risks Vessels• \$2,500 personal effects <p>Port risk vessels include all vessels in the care, custody, or control of the C.C.G.A., et al. including community-owned vessels and/or loaned vessels and/or owned vessels while they are not being tasked and while they are moored in a harbour or are in storage whether on land or in the water.</p>
	2) Charter Hire \$1,500 per day per accident or occurrence subject to a maximum of \$90,000 per accident or occurrence
	3) Protection & Indemnity \$10,000,000.00 any one accident or occurrence any one commercial, fishing vessel, other type of vessel, or port risk vessel
	4) Damage To Non-Owned Vessels \$3,000,000 any one accident or occurrence any one commercial, fishing vessel, other type of vessel, or port risk vessel
Valuation:	Valuation shall be agreed between the vessel owner(s) and the CCGA
Other Limitations:	<ul style="list-style-type: none">• Catch and cargo on board the insured vessel are not covered.• Fishing Nets and gear are not covered unless specifically declared and then only for total loss of nets and gear when there is a total loss of the vessel.• Personal effects and property are covered to a maximum of \$2,500 per claim / item but only when a claim is made against the vessel and only in excess of any other valid insurance.• Automatic coverage for new or acquired vessels
Trading Limits and Season of Navigation:	<ol style="list-style-type: none">1) Canadian waters including inland waterways;2) No navigation North of 55 degrees North latitude, except for Western Canada where navigation is permitted to 60 degrees North latitude or as noted in item #4 for Arctic operations.3) No navigation on St. Lawrence River or Gulf of St. Lawrence River between December 15th and March 15th.4) No navigation on Great Lakes between December 15th and March 15th both dates inclusive.5) Coverage is extended to include navigation of Great Slave Lake, along with the Mackenzie River, Mackenzie Delta, Beaufort Sea, Kugluktuk, Cam Bay, Rankin Inlet and Pangnirtung or held covered.6) Vessel(s) permitted to be docked in United States of America territorial waters subject to policy only responding for taskings from a Canadian Rescue Centre.

7) Noted any vessel(s) may be tasked into U.S. waters to assist with a rescue if American authorities request assistance and this policy is extended to cover these operations insofar as tasked by the Canadian Rescue Centre to do so.

OR Navigation contrary to restrictions 1, 2 and 3 held covered at additional premium, if any to be agreed.

Deductibles:

- Hull & Machinery: 1% (3% for ice contact) but shall not be less than CDN \$1,000 any one vessel any one accident or occurrence
- Charter Hire: 4 days waiting period each accident or occurrence
- Protection & Indemnity: 1% of declared Hull & Machinery Value but not less than CDN \$1,000 any one accident or occurrence
- Damage to Non-Owned Vessels: Nil

In the event of a loss involving both Hull & Machinery and Protection & Indemnity claims, a maximum deductible of 1% of the agreed Hull & Machinery value, but not less than CDN \$1,000

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Excess Liability (Bumbershoot)

Provides an Additional \$15,000,000 in liability over and above the current limits of the CCGA underlying liability policies.

Thus the total Limit of Protection provided is:

- Protection & Indemnity \$25,000,000.
- Commercial General Liability incl. Non Owned Automobile \$20,000,000.
- Automobile Liability \$20,000,000.

Named Insured:	Canadian Coast Guard Auxiliary et Al (as per page i).		
Insurers:	Continental Casualty Insurance Company		
Coverage:	\$15,000,000. <u>excess of the following underlying insurance policies:</u>		
	Protection and Indemnity	Limit of	\$10,000,000
	Commercial General Liability	Limit of	\$5,000,000
	Contingent Employers Liability	Limit of	\$5,000,000
	Non-Owned Automobile	Limit of	\$5,000,000
	Automobile Liability(incl. trailers)	Limit of	\$5,000,000
Self Insured Retention:	\$100,000 When not covered by primary underlying insurance policies		
Key Exclusions:	<ul style="list-style-type: none"> • Absolute Pollution • Oil Pollution clause (1990) USA • Fungi / Mold / Mildew / Yeast/ Microbe • Directors and Officers Liability • Professional Liability / Errors and Omissions • Employers Liability • Punitive Damage • Respirable Dust • Silica • Securities Exchange Act • Asbestos – Absolute • Radioactive contamination 		

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Directors & Officers Liability

Directors and Officers Liability insurance protects the Directors and Officers against errors and omissions in the management of the CCGA.

Directors & Officers Liability Insurance insures against what are known as Wrongful Acts. Wrongful acts are generally errors, misstatements or misleading statements, acts or omissions, neglect or breach of duty, and other matters relating to the position of director or officer. The Insurance policy is intended to protect the financial assets of the individual directors and officers if not indemnified and, subsequent to indemnification, the financial assets of the corporation.

Named Insured:	Canadian Coast Guard Auxiliary et Al (as per page i).
Insurance Manager:	ENCON Group Inc.
Insurers:	Temple Insurance Company 25% Aviva Insurance Company of Canada 25% Arch Insurance Canada Ltd. 15% XL Reinsurance America Inc. 15% Everest Insurance Company of Canada 10% Lloyd's Underwriters 10%
Insuring Agreements	<p>Insured Person and Entity Liability – pays on behalf of the entity or director for loss that they may become legally obligated to pay for a wrongful act.</p> <p>Employment Practises Liability – pays on behalf of the insured for amounts that they may become legally obligated to pay as a result of an employment practices wrongful act</p> <p>Fiduciary Liability - pays on behalf of the insured for amounts that they may become legally obligated to pay as a result of a fiduciary wrongful act</p> <p>Defence Costs – The insurer has the right and duty to defend claims against the insured for which coverage is provided by this policy</p>
Limits of Liability:	\$ 5,000,000. per claim and annual aggregate
Self-Insured Retention:	\$ Nil
Key Extensions:	<ul style="list-style-type: none"> • Insurer has right and duty to defend • Continuity Date: Full Prior Acts • Defence Costs in addition to the Limit • Pollution Endorsement - Defence Cost Only

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- Non-Rescindable policy
 - Punitive Damages in Canada
 - No Hammer clause
 - Outside directorship (Non-profit entities)
 - Excess Side A coverage - \$1,000,000
 - Order of Payments
 - Pollution exclusion deleted (but definition of loss excludes costs for any monitoring, clean-up, removal, containment, treatment, detoxification, or neutralization of pollutants)
 - Statutory Liability Not Excluded
 - Insured person definition includes employees, volunteers, and members.
 - Spousal / Co-defendant Coverage
 - Final Adjudication Wording on personal conduct exclusions
 - Corporation versus Insured exclusion with an exception to the extent the Insured Persons are not indemnified by the Corporation

Key Exclusions:

- Nuclear Energy Liability Exclusion
 - Bodily Injury (except Bill C-45 claims and employment practices wrongful acts)
 - Property Damage
 - Prior Notice
 - Criminal, Dishonest Acts
 - Pending and Prior Litigation
 - Entity versus insured claims
 - Professional services
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Automobile

Named Insured:	Canadian Coast Guard Auxiliary (Maritimes) Inc. and/or Garde Côtière Auxiliaire Canadienne (Québec) Inc. and/or Canadian Coast Guard Auxiliary (Central & Arctic) Inc. and/or The Royal Canadian Marine Search & Rescue Incorporated and/or Canadian Coast Guard Auxiliary (Newfoundland & Labrador) Inc. collectively operating as the Canadian Coast Guard Auxiliary	
Insurer:	Travelers Insurance Company of Canada	
Coverage:	\$ 5,000,000.	Bodily Injury and Property Damage per accident
	\$4,000,000	Bodily Injury and Property Damage per accident EXCESS \$1,000,000 applicable only to trailers in British Columbia
		No liability coverage on BC vehicles as \$5,000,000 limit placed through ICBC
	Accident Benefits	Basic Statutory Coverage (except QEF 34 in Quebec)
	Direct Compensation and Uninsured Automobile	Physical Damage is included where coverage applies As per Statute
Deductibles:	\$ 2,500	All perils Deductible on all Power Units
	\$ 1,000	All Perils Deductible on all Trailers
	\$ Nil	Direct Compensation Property Damage
Endorsements:	<ul style="list-style-type: none"> • 60 Day Cancellation Clause Except for Non-Payment of Premium • QEF 5A / ASEF / NBEF / OPCF 5 - Permission to Rent or Lease Automobiles (Specified Lessees) • QEF / SEF / NBEF / NSEF / OPCF 20 - Loss of Use - \$900 Limit Per Occurrence - No Daily Limit – Private Passenger or Light Commercial Vehicles only • QEF / SEF / NBEF / NSEF / OPCF / SEF 21B - Blanket Fleet Coverage including Blanket Lessors - 50/50 Adjustment • QEF / SEF / NBEF / NSEF / OPCF 23A - Mortgagee Endorsement • QEF 34 - Quebec Accident Benefits - \$10,000 / \$10,000 / \$2,000 - Total Disability - \$50. Weekly - 104 Week Maximum • QEF / SEF / NBEF / OPCF / ASEF 43(R) - Limited Waiver of Depreciation - Private Passenger & Light Commercial Vehicles Only - 	

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- Less than 24 months old
- SEF / NSEF / NBEF / OPCF 44R - Family Protection Endorsement - Private Passenger and Light Commercial Vehicles only – \$2,000,000 Limit. Excluding Quebec and British Columbia
 - QEF / SEF / NSEF / OPCF 30 – Excluding Operation of Attached Machinery
 - SEF 21d – Excess Coverage for Blanket Fleet Basis Endorsement
 - SEF / NBEF / NSEF / OPCF / QEF Cross Liability Endorsement
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Marine Claims Procedures

All claims should be reported immediately to the Director of the nearest Regional Office prior to any repairs being done.

The Director to contact Marsh Canada Limited - Toronto at (416) 349-4403 Patrick Lobo or Christina Foster at 613-725-8238 with details of claim including:

- Where incident occurred
- Damages sustained
- Estimate of damages
- Name of vessel and vessel owner
- Date of loss

To follow up with documents to support claim:

- Insurance Claim Report
- Collision Wreck & Injury Report
- Search & Rescue Operation Report
- Covering Letter, including:
 - Vessel name:
 - Owner:
 - Incident No.:
 - Date of Loss:
 - Insured Value:
 - Estimate Repair:
 - Insurer's cheque to be payable to:

NOTE: Surveyor is to be contacted on claims that exceed \$1,000.

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Service Team





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