

PROPERTY & CASUALTY INSURANCE SUMMARY JUNE 1, 2018 TO JUNE 1, 2019 CANADIAN COAST GUARD AUXILIARY

JUNE 25, 2018

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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.

Canadian Coast Guard Auxiliary (Newfoundland & Labrador) Inc.

Coastal Nations Coast Guard Auxiliary (Western 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:	\$ 1,900,000	17 rue Prince, Sorel, QC J3P 4J4
	\$ 900	47 rue Riverview, Gatineau, QC J9H 4S7
	\$ 168,400	103-900 Windmill Road, Dartmouth, NS B3B 1P7
	\$ 5,000	10 Big K Ranch Line, Upper Hamstead. NB
	\$ 388,500	305 Milner Ave, Suite 208, Toronto, M1B 3V4
	\$ 63,000	702 Water Street, St-John's, Nfld A1E 1C1
	\$ 0	25 Huron Street – Coastal Nations
Policy Limits	\$ 2,525,800	Blanket Property of Every Description
	\$ 2,525,800	Flood Aggregate
	\$ 2,525,800	Earthquake Aggregate
Coverage	All Risks, including: <ul style="list-style-type: none"> - Earthquake - Flood - Sewer Back-up - Equipment Breakdown (Option 3) - Exterior signs, towers located on premises - Exterior glass - Electronic data processing equipment including laptops on and off the premises Inflation guard on buildings and contents Broad waiver of subrogation Intentional fault – Innocent co-insureds covered	
Co-Insurance	90% - Waived when amount of loss or damage is less than \$25,000 There is no coinsurance under Group One and Group Two Supplementary Conditions	
Supplementary Coverages – Group One	\$ 250,000	Single Blanket Limit
		<ul style="list-style-type: none"> - Automatic Fire Suppression Recharge - Brands & Labels - Building Damage by Theft - Errors & Omissions

		- Landscaping & Growing Plants, Trees, Shrubs or Flowers in the open
		- Master Key
		- Newly Acquired Business Contents – 90 days reporting
		- Personal Effects of Officers, Employees, Customers & Guests
		- Professional Fees
		- Seasonal Stock Increase – up to 50% of average monthly stock values

Supplementary Coverages – Group Two	\$ 100,000	Accounts Receivable
	\$1,500,000	Building & Business Contents at Newly Acquired Locations – 90 Days Reporting
	\$ 100,000	Building Improvements and Betterments in Course of Construction
	\$ 100,000	Building Upgrade – Aggregate Limit
	\$ 250,000	Business Contents Away from Premises
	\$ 25,000	Business Contents in Transit
	\$ 10,000	Business Property at a Residence
	\$ 100,000	By-Laws
	\$ 50,000	Catch All Clause
	\$ 50,000	Clean Up Expenses for Land & Water Pollution
	\$ 250,000	Environmental Upgrade
	\$ 25,000	Expediting Expenses
	\$ 25,000	Extra Expense
	\$ 50,000	Exterior paving
	\$ 50,000	Fine Arts
	\$ 250,000	Fire Fighting Expenses
	\$ 10,000	Infestation
	\$ 10,000	Inspection & Approval Costs
	\$ 10,000	Installation Floater
	\$ 50,000	Removal – 90 days
	\$ 50,000	Removal – Insured Property Debris
	\$ 50,000	Removal Windstorm Debris
	\$ 10,000	Reward
	\$ 10,000	Stock Contamination
	\$ 100,000	Stock Spoilage including interruption of utility Services (25 kms in distance)
	\$ 150,000	Valuable Papers & Records
	\$ 5,000	Valuable Property

Privacy Breach Extension	\$ 25,000	
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Valuation	▪	Functional Replacement Cost on all property except Actual Cash Value on Stock
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Key Exclusions	<ul style="list-style-type: none"> ▪ Data and Dishonest or Criminal acts ▪ Terrorism ▪ Fungi and Fungal Derivatives ▪ Wear and Tear ▪ Nuclear Hazard ▪ Pollution ▪ War/Invasion 										
Valuation:	Replacement Cost on all property except actual cash value on stock										
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	<table style="border: none; width: 100%;"> <tr> <td style="width: 10%;">\$ 10,000</td> <td>All losses except:</td> </tr> <tr> <td>\$ 50,000</td> <td>Flood – Quebec</td> </tr> <tr> <td>\$ 25,000</td> <td>Flood – All Other Provinces</td> </tr> <tr> <td>5%</td> <td>of Insured Property values on Earthquake subject to a minimum of \$100,000 each event – All Locations, except:</td> </tr> <tr> <td>10%</td> <td>of Insured Property values on Earthquake subject to a minimum of \$100,000 each event – Quebec</td> </tr> </table>	\$ 10,000	All losses except:	\$ 50,000	Flood – Quebec	\$ 25,000	Flood – All Other Provinces	5%	of Insured Property values on Earthquake subject to a minimum of \$100,000 each event – All Locations, except:	10%	of Insured Property values on Earthquake subject to a minimum of \$100,000 each event – Quebec
\$ 10,000	All losses except:										
\$ 50,000	Flood – Quebec										
\$ 25,000	Flood – All Other Provinces										
5%	of Insured Property values on Earthquake subject to a minimum of \$100,000 each event – All Locations, except:										
10%	of Insured Property values on Earthquake subject to a minimum of \$100,000 each event – Quebec										
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										

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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		
Limits	\$	100,000	Employee Dishonesty (Form A)
	\$	10,000	Money, Securities and Other Property
	\$	10,000	Counterfeit Currency and Money Orders
	\$	50,000	Forgery, Alteration, Credit Card and Automated Teller Card
	\$	100,000	Electronic Fraud and Funds Transfer Fraud
	\$	10,000	Property in Safe Deposit Boxes
	\$	10,000	Incoming Cheque Forgery
	\$	100,000	Client or Customer Property (Included in Form A)
	\$	10,000	Medical Expenses incurred from Robbery – Aggregate (\$5,000 per person)
	\$	10,000	Professional Fees
Deductible	\$	2,500	All losses

Additional Details:

- 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:

- 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		
Limits	\$	5,000,000	Each Occurrence (Bodily Injury and/or Property Damage)
	\$	5,000,000	Products & Completed Operations Aggregate Limit
	\$	5,000,000	Personal and Advertising Injury Liability Included Employer's Liability Extension (Canadian Employees)
	\$	1,000,000	Tenants Legal Liability
	\$	1,000,000	Employee Benefits Liability – each claim / aggregate (Canada only) (Claims-made)
	\$	5,000,000	Non-Owned Automobile Liability (SEF 6, QEF 6)
	\$	65,000	Legal Liability for Damage to Hired Automobiles (SEF 94, QEF 94) – Private passenger and light commercial vehicles
	\$	500,000	Forest Fire Fighting Expenses / aggregate
	\$	25,000	Medical Expenses (Any one person)
Deductibles	\$	10,000	Each Occurrence for Property Damage & Bodily Injury and for Forest Fire Fighting Expenses including defence costs
	\$	2,500	Tenants Legal Liability
	\$	1,000	Legal liability for physical damage to rented/leased automobiles and Employee Benefits errors & omissions
Additional Details	<ul style="list-style-type: none"> ▪ Territory: Worldwide 		

	<ul style="list-style-type: none">▪ Broad Definition of Insureds – Including Employees (including temporary workers), Volunteers and executive officers▪ Broad Form Property Damage▪ Blanket Contractual▪ SEF 94, QEF 94 applies to Private Passenger and Light Commercial Vehicles only▪ SEF 96, QEF 96 – Contractual Liability▪ OEF 98 – Reduction of coverage for specified lessees endorsement▪ Defense costs in addition to Policy Limit▪ Compensatory Damages▪ Attached Machinery▪ Contingent Employers Liability▪ Broad definition of Bodily Injury (Includes Mental Injury)▪ Cross Liability / Separation of Insureds▪ Newly Operated or Acquired Organization – 90 day reporting▪ Automobiles: Includes loading/unloading, maintenance, use of attached machinery, defective conditions in vehicles leased to others▪ Intentional justified property damage and intentional justified bodily injury▪ Discrimination included, unless criminal or employment-related▪ Fungi or Spores – Products and completed operations covered without sub-limit
Additional Insured	<ul style="list-style-type: none">▪ Her Majesty the Queen in Right of Canada, as represented by Coast Guard of Fisheries and Oceans
Key Exclusions	<ul style="list-style-type: none">▪ Abuse▪ Mental Injury▪ Aircraft or Watercraft Liability▪ Automobile Liability▪ Terrorism▪ Electronic Data▪ Asbestos▪ Employment-Related Practices Liability▪ Professional Services▪ Pollution (Hostile Fire exception)▪ War Risks/Terrorism▪ Nuclear Energy Liability▪ SEF 99, QEF 99 – Excluding Long term leased vehicles

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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)	
Additional Named Insured	<ul style="list-style-type: none"> ▪ Her Majesty the Queen in Right of Canada, as represented by Coast Guard of Fisheries and Oceans 	
Insurers:	Intact Insurance Company	50%
	St Paul Fire & Marine Insurance Canada	50%
Scope of Coverage and Risk Attachment:	<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>	

Vessels in the care, custody, or control of the C.C.G.A. 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; and/or Vessels owned by the C.C.G.A. are insured on Port Risks coverage while not being tasked.

Vessels Insured:

- 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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Limits:	<ol style="list-style-type: none">1) Hull & Machinery<ul style="list-style-type: none">• \$3,000,000 any one commercial vessel• \$3,000,000 any one Fishing Vessels• \$1,200,000 any one Pleasure Craft/ Yachts• \$1,200,000 Port Risks Vessels• \$2,500 personal effectsPort 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.2) Charter Hire \$1,500 per day per accident or occurrence subject to a maximum of \$90,000 per accident or occurrence3) Protection & Indemnity \$10,000,000.00 any one accident or occurrence any one commercial, fishing vessel, other type of vessel, or port risk vessel4) 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

Conditions

As per Marsh manuscript wording (based on expiring), available upon request

Section 1: Hull and Machinery

Section 1(a) Commercial vessels

- (a) Institute Time Clauses – Hulls (1/10/83)
- (b) C.B.M.U. Great Lakes Hulls Clauses (September 1, 1971)
- (c) Institute War & Strikes Clauses (1/10/83) as applicable to the above Hull & Machinery Clauses

Section 1(b) Fishing vessels

- (a) Institute Fishing Vessel Clauses (1/5/71) [deleting lines 128 to 196 both lines inclusive (Protection & Indemnity)]
- (b) Institute Fishing Vessel Clauses - Additional Perils Clause (1/5/70)
- (c) Institute War and Strikes Clause Hulls – Time (1/5/70).

Section 1(c) Yachts

- (a) Institute Yacht Clauses (1/11/85) [deleting Clause 11. (Protection & Liability / Watercraft Liability)]
- (b) Institute War & Strikes Clauses – Yachts – (1/11/85)

Section 1(d) Port Risk vessels:

- (a) Institute Time Clauses – Hulls – Port Risks (13/10/59) [deleting lines 28 to 69 both lines inclusive (Protection & Indemnity)]
- (b) Institute War and Strikes Clauses (1/11/95)

Section 2: Cost of Charter Hire (Commercial Fishing Vessels Only)

- (a) If the Insured hires a substitute commercial fishing vessel for the purpose of replacing an insured vessel specifically taken out of service to effect repairs to damage or due to a total loss of the commercial fishing vessel which occurred during an approved tasking and sustained as a result of a peril insured against within Section 1B, underwriters agree to pay the cost of hiring a replacement vessel based upon a reasonable period required to effect repairs

Section 3: Protection and Indemnity

(Including Excess Collision Liability and Excess Tower's Liability)

- (a) Lazards SP 23 (1/56)
- (b) American Institute Pollution Exclusion Clause (P&I) And Buy Back Endorsement

Section 4: Damage To Non-Owned Vessels

(a) Coverage for loss or damage to non-owned vessels as a result of being operated by C.C.G.A. members is extended to insure for legal liability imposed against the Insured up to a maximum limit of CDN \$3,000,000 an one accident or occurrence caused by the Insured to third party non-owned watercraft as a result of a C.C.G.A. member operating, repairing or attempting to repair such watercraft during a tasking authorised by the Insured. Coverage is extended to include with the consent of the Insurer(s) the costs of defence of any action taken against the Insured as a result of alleged damage to a non-owned watercraft during an authorised mission

Trading Limits and Season of Navigation

- 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) 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.
- 6) 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.

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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).		
Additional Named Insured	<ul style="list-style-type: none"> ▪ Her Majesty the Queen in Right of Canada, as represented by Coast Guard of Fisheries and Oceans 		
Insurer:	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
Deductible:	\$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:	Aviva Insurance Company of Canada 22.5% Temple Insurance Company 22.5% Everest Insurance Company of Canada 18.0% Arch Insurance Canada Ltd 13.5% XL Reinsurance America Inc. 13.5% Royal & Sun Alliance Insurance Company of Canada 10.0%
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
Deductible:	\$ Nil
Additional Details	<ul style="list-style-type: none"> • Defence Costs in addition to the limits • Insurer has the right and the duty to defend

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- Pollution Exclusion Deleted, but the definition of loss does not include land/water cleanup costs
 - Definition of Claim amendment
 - Deletion of the hammer clause
 - Employment Practices Liability included
 - Discovery Clause Bilateral
 - Policy Non-rescindable except for non-payment of premium
 - Order of Payments Endorsement
 - Fiduciary Liability included
 - Spousal/Co-defendant Coverage
 - Statutory Liability
 - Final Adjudication Wording on Personal Conduct exclusions
 - Outside Directorship – Non-Profit
 - Non-Renewal Notice – 60 days
 - Policy Non-Cancellable except for non-payment of premium
 - Bill C-45 exception to Bodily Injury Exclusion
 - Side A Extension - \$1,000,000
 - 90 days Extended Reporting Period if policy not replaced
 - Corporation VS Insured Exclusion with an exception for defence costs to the extent the Insured Persons are not indemnified by the Corporation
 - Broad Definition of Insured Person (Includes employees, volunteers, members)
 - Bodily Injury and Property Damage Amendment
 - Amended Definition of Damages (To include punitive damages coverage in Canada)
 - Amended EPL (Employment Practices Liability) Wrongful Act Definition
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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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Claims-Made Coverage

Please note the **Directors' & Officer's Liability** is provided by the Insurer under a "**Claims-Made**" form, which may have certain limitations or requirements depending upon your particular circumstances leading up to the current renewal period.

This means that they only cover claims made against you during the policy period and reported to the insurance company during the policy period (or extended reporting period). Failure to comply with the claims reporting provisions of the policy will result in the Insurer denying coverage for the claim under your policy. Claims, resulting from incidents reported to the insurer during the policy period, will be considered reported during the policy period.

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Professional Liability

Named Insured:	Canadian Coast Guard Auxiliary et Al (as per page i).
Insurer:	Certain Underwriters at Lloyd's through MedThree Insurance group
Coverage:	\$ 5,000,000 per claim and annual aggregate
Deductible:	\$ 2,500 per claim, including costs and expenses
Conditions:	<ul style="list-style-type: none"> • Claims Made • Defense Costs in addition to policy limit • Territory: Worldwide / Jurisdiction: Canada • Retroactive Date: June 1, 2017 • Abuse and Molestation Endorsement: <ul style="list-style-type: none"> ○ Per claim: \$50,000 ○ Annual Aggregate: \$50,000 ○ Deductible per claim: \$2,500 ○ Claims Made • Legal Expense and Criminal Prosecution Reimbursement Endorsement: <ul style="list-style-type: none"> ○ Per claim: \$25,000 ○ Annual Aggregate: \$25,000 ○ Deductible per claim: \$2,500 • Medical Rehabilitation and Counseling: <ul style="list-style-type: none"> ○ Per claim: \$10,000 ○ Annual Aggregate: \$50,000 ○ Deductible per claim: \$2,500 ○ Claims Made • Breach of Professional Confidentiality Extension: <ul style="list-style-type: none"> ○ Per claim: \$100,000 ○ Annual Aggregate: \$100,000 ○ Deductible per claim: \$2,500 ○ Claims Made
Key Exclusions:	<ul style="list-style-type: none"> • Any claim arising out of any Professional Liability occurring prior to the inception date of the policy if the insured on such date knew or could have reasonably foreseen that such Professional Liability might be expected to be the basis of a claim. • Any claim which is the subject of insurance, indemnity or assistance provided by any Medical Defence Organization (e.g. Canadian Medical Protective Association).

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- Any claim resulting from public liability.
 - Any claim arising from actual or attempted sexual abuse.
 - Aids and Hepatitis Non A clause.
 - Inland Water Activities Exclusion
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Automobile

Named Insured:	1. Canadian Coast Guard Auxiliary (Maritimes) Inc. – Nova Scotia 2. Garde côtière canadienne auxiliaire (Québec) inc. 3. Canadian Coast Guard Auxiliary (Newfoundland & Labrador) Inc.	
Insurer:	Aviva Insurance Company of Canada – Replacing Travelers	
Coverage:	\$ 5,000,000.	Bodily Injury and Property Damage per accident
	Accident Benefits	Basic Statutory Coverage (except QEF 34 in Quebec)
	Direct Compensation and Physical Damage is included where coverage applies	
	Uninsured Automobile	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 / SEF / NSEF 5A - Permission to Rent or Lease Automobiles (Specified Lessees) • QEF / SEF / NSEF 20 - Loss of Use - \$1,500 Limit Per Occurrence - No Daily Limit – Private Passenger or Light Commercial Vehicles only • QEF 34 - Quebec Accident Benefits - \$10,000 / \$10,000 / \$2,000 - Total Disability - \$50. Weekly - 104 Week Maximum • SEF / NSEF 43(R) - Limited Waiver of Depreciation - Private Passenger & Light Commercial Vehicles Only - Less than 24 months old • SEF / NSEF 44R - Family Protection Endorsement - Private Passenger and Light Commercial Vehicles only – \$2,000,000 Limit. Excluding Quebec 	
NOTE:	<p>Contrary to previous years during which only one policy was issued on a “Fleet” basis to cover all vehicles (trailers included) for all zones, this year the automobile policy renewal actually consists in three separate policies i.e. one for each of the zones/province stated under Named Insured above. It is important to note that there is absolutely no coverage for those zones that do not own a power unit to pull their trailers, regardless of the province of registration.</p> <p>To this regard, there is no coverage this year for trailers belonging to the Central & Arctic zone as well as to trailers registered in the province of New Brunswick for the Maritimes zone.</p>	

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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 must contact one of the following representatives of Marsh Canada Limited being, a) in Toronto: Linda Erwin at (416) 349-6680 or, b) in Ottawa: 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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Premium Summary and Broker Fees

Coverage	2018-2019	2019-2020
Commercial Package:		
- Property	\$3,425	\$6,315 *
- Sewer Back-Up	\$328	\$507
- Flood	\$593	\$787
- Earthquake	\$1,130	\$1,407
- Exhibition Floater	\$100	\$107
- Crime	\$3,120	\$3,338
- Boiler & Machinery	\$474	\$717
- Commercial General Liability	\$8,760	\$9,373
Total Property Premium	\$17,930	\$22,551
Automobile	\$8,859	\$8,957
- Quebec	Included	\$4,564
- Nova Scotia	Included	\$2,300
- Newfoundland	Included	\$2,093
- Trailers only (C&A, NB)	Included	Not covered
Directors and Officers Liability	\$7,820	\$8,600
Errors & Omissions Liability	\$7,470	\$7,450
Policy Fee		\$100
Marine Tasking	\$201,960	\$181,764
Bumbershoot	\$27,550	\$27,550
Abuse Liability	Not Covered	TBD
Marsh Broker Fees	\$72,500	\$58,000
TOTAL	\$344,089	\$314,972

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Service Team





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