



### Coverage Summary & Examples

|    | Coverage:                                 | Description:  | Example/s:  |
|----|---|---|---|
| A  | <b>Bodily Injury</b>                      | - general liability, personal injury  | -Slip and Fall  |
| A1 | <b>Advertising Injury Liability</b>       | - covers legal liability that arises out of an insured's advertising activities. This covers allegations of slander, libel, invasion of privacy etc. that stem from the Insured's advertisement.  | - Use of Photo of child or family for Midwifery Conference Poster without Parental permission.  |
| B  | <b>Third Party Property Damage</b>        | - Legal Liability for damage, destruction or loss of use of property owned by others.   | - Table and Chairs used from Public space (i.e. Conference) were damaged by a visitor to exhibitor booth while in care of subscriber.             |
| B1 | <b>Tenant's Legal Liability</b>           | - covers legal liability coverage for damages to premises leased or rented by the Insured.  | -Tenant's negligence of not leaving heat on in winter months caused pipe to burst.  |
| C  | <b>Healthcare Professional Liability</b>  | - protects subscriber, employees, volunteers etc. against bodily injury or death arising out of malpractice error or mistake.   | -- sponge left inside body during vaginal delivery.   |
| C1 | <b>Blood Transfusion Legal Liability</b>  | - liability arising out of rendering of blood transfusions and resulting in civil or criminal action.   | - Patient beliefs are against Blood transfusions and second shift employee administered in error.   |
| D. | <b>Contingent Employers' Liability</b>    | - employer's liability, including wrongful dismissal defence costs  | - Employee suffers an on the job injury and Provincial compensation board does not apply. Employee is dismissed for an error he/she did not make. |
| E  | <b>Employee Benefits Liability</b>        | - covers errors & omissions of the Insured in the administration of Employee Benefits plan  | - Listed as smoker but was non-smoker and charged higher premiums deductions from payroll.  |
| F  | <b>Errors &amp; Omissions' Liability</b>  | - Directors, Officers, members of committees and employees are covered, in addition to the institution, for wrongful acts.  | - Person injured at event and sued for Improper instructions given by organization.   |
| G  | <b>Environmental Impairment Liability</b> | - Protects The Insured against Liability to others caused by Environmental Impairment   | - improper disposal of waste i.e. flushing down toilets   |
| H  | <b>Non-Owned Automobile Insurance</b>     | Covers board members, officers, employees & volunteers for liability in excess of their own insurance for accidents while operating their own vehicle on behalf of the Insured.<br>- provides coverage for Physical damage to short-term rented vehicles up to \$100,000<br><b>Deductible \$250</b>   | -Person driving to a conference in another city or province involved in an accident.  |
| I  | <b>Crime Insurance</b>                    | Employee Dishonesty (\$10,000 any one occurrence)<br>- Loss of money, securities, other property due to fraudulent or dishonest acts committed by an employee, Director or Volunteer.<br><b>Deductible \$250</b><br>- Loss Inside Premises, Loss Outside the Premises, Money Order & Counterfeit, Paper Currency, Depositors Forgery (\$5,000,000 any one occurrence) | - Clerk issued phony invoices to employer – paid invoices to self.  |
| J  | <b>Property Insurance</b>                 | Loss of or damage to property to every description, including office contents and professional tools and equipment, owned by the Insured or for which he/she is legally liable. Among Perils insured are fire, theft,   | -Stolen business item from car, water damage in office space, Have to move to a temporary space while space is repaired                           |

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|  |  | smoke damage, loss of property while in transit.<br>- Business Interruption is included (\$100,000)   | to conduct business.  |
|  | <b>Host Liquor Liability</b>                     | -liability protection where liquor is served at Subscriber-sponsored events   | - Person paralyzed after Host event – drove home drunk and involved in an accident.   |
|  | <b>Cyber Liability</b>                           | -information technology losses experienced in the healthcare and insurance environments. This coverage is provided to all subscribers for a <u>limit of \$5 million</u> any one occurrence.   | - <b>Network Security Liability</b> – liability to a 3 <sup>rd</sup> party as a result of a failure of your network security to protect against destruction, deletion or corruption of a 3 <sup>rd</sup> party's electronic data, denial of service attacks against internet sites or computers; or transmission of viruses to third party computers and systems. |
|  | <b>Legal Expense</b>                             | The INSURED will be indemnified for legal expenses solely pertaining to disciplinary matters as defined.  | -Have to go before college due to complaint.<br>i.e. allegation not following standards.  |
|  | <b>Defense of Criminal Actions Reimbursement</b> | Reimbursement will be provided to the INSURED, for the costs, charges and expenses (excluding salaries or loss of income) incurred in defending actions, suits or proceedings against the INSURED before criminal courts if the defense of such actions, suits or proceedings proves to be fully successful and the said actions, suits or proceedings pertain to allegations of negligence or omissions occurring during the course of the professional activities of the INSURED. | -Allegation of Assault to family member   |
|  | <b>Legal Assistance</b>                          | Legal assistance will be provided to the INSURED, when the INSURED is called upon to appear before a coroner's inquest, or any similar special inquests or commissions as a result of the administration of professional treatments or the omission thereof by the INSURED. This agreement does not apply when the INSURED is acting as an expert or a pure post-mortem witness before the coroner's inquest or any similar special inquests or commissions.                        | -Need to attend Coroners inquest.   |
|  | <b>Occurrence</b>                                | Actual loss must have occurred during the policy period, regardless of when the claim is made. The loss can be reported years later, but the key is when it happened  | Coverages: A, A1, B, B1, D, E, & H.   |
|  | <b>Claims-Made</b>                               | Coverage is triggered when the actual claim or lawsuit is first made against the insured and reported to the insurer during the policy period or any applicable extended reporting period.<br>As long as the injury occurs after the retroactive date, the policy is in effect when the claim is first brought.   | Coverages: C, CI, F, & G.   |
|  | <b>Extended Reporting Period (claims-made)</b>   | In the case of cancellation or non-renewal an extended reporting period may be provided for claims which are made against the Insured for a period of time following the cancellation/non-renewal as long as the claim is reported to the insurer in this time.   | Insuring Agreements C, C1, F and G (occurrences during the policy period and prior to date of cancellation)   |
|  | <b>Annual Aggregate</b>                          | There is no aggregate in the HIROC policy (except for terrorism and cyber-risks which most insurers will not provide coverage for these exposures). This makes it better as this means there is no annual cap as long as no occurrence is over the limit of liability purchased. An aggregate means that if that amount is reached, there is no further coverage from the policy.   | N/A   |