

**AGENDA**  
**MIDDLESEX-LONDON BOARD OF HEALTH**  
**Finance & Facilities Committee**

Microsoft Teams  
Thursday, May 11, 2023 at 9:00 a.m.

**1. DISCLOSURE OF CONFLICTS OF INTEREST**

**2. APPROVAL OF AGENDA – May 11, 2023**

**3. APPROVAL OF MINUTES – March 9, 2023**

**4. NEW BUSINESS**

- 4.1 Vector-Borne Disease Program: Contract Extension (Report No. 06-23FFC)
- 4.2 2023 Q1 Financial Update and Factual Certificate (Report No. 07-23FFC)
- 4.3 Insurance Policies (Report No. 08-23FFC)
- 4.4 Employee and Family Assistance Program (EFAP) Services Contract Extension (Report No. 09-23FFC)

**5. OTHER BUSINESS**

Next meeting: Thursday, June 8, 2023 at 9:00 a.m.

**6. ADJOURNMENT**



**PUBLIC SESSION – MINUTES**  
**MIDDLESEX-LONDON BOARD OF HEALTH**  
**FINANCE AND FACILITIES COMMITTEE**

Thursday, March 9, 2023, 9:00 a.m.  
Microsoft Teams

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**MEMBERS PRESENT:** Michael Steele (Chair)  
Matt Reid  
Selomon Menghsha  
Michael McGuire (joined at 9:10)

**OTHERS PRESENT:** Stephanie Egelton, Executive Assistant to the Board of Health (recorder)  
Emily Williams, Chief Executive Officer  
Dr. Alexander Summers, Medical Officer of Health  
David Jansseune, Assistant Director, Finance  
Sarah Maaten, Acting Director, Office of the Medical Officer of Health  
Maureen MacCormick, Director, Healthy Living  
Jennifer Proulx, Acting Director, Healthy Start/Chief Nursing Officer  
Carolynne Gabriel, Executive Assistant to the Medical Officer of Health  
Kaitlynn Van Diepen, Executive Assistant to the Chief Executive Officer  
Dr. Joanne Kearon, Public Health Medical Resident

At **9:05 a.m.**, Chair Mike Steele called the meeting to order.

**DISCLOSURES OF CONFLICT OF INTEREST**

Chair Steele inquired if there were any disclosures of conflict of interest. None were declared.

**APPROVAL OF AGENDA**

It was moved by **M. Reid, seconded by S. Menghsha**, that the **AGENDA** for the March 9, 2023 Finance & Facilities Committee meeting be approved.

Carried

**APPROVAL OF MINUTES**

It was moved by **S. Menghsha, seconded by M. Reid**, that the **MINUTES** of the February 2, 2022 Finance & Facilities Committee meeting be approved.

Carried

**CONFIDENTIAL**

At **9:06 a.m.**, it was moved by **M. Reid, seconded by S. Menghsha**, that the Finance and Facilities Committee will move in-camera to consider matters regarding personal matters about identifiable individuals, including municipal or local board employees and matters regarding labour relations or employee negotiations.

Carried

At **10:04 a.m.**, it was moved by **M. McGuire, seconded by S. Menghsha**, *that the Finance and Facilities Committee return to public session from closed session.*

Carried

## **NEW BUSINESS**

### **Proposed Revised 2023 Budget (Report No. 04-23FFC)**

Emily Williams, Chief Executive Officer provided an overview of the 2023 budget process during Fall 2022:

- Initial Funding assumptions
  - o Flat provincial funding to 2022, with the Health Unit covering all inflationary pressures
  - o Mitigation funding continuing for 2023
  - o COVID-19 extraordinary funding will have the same process as 2022
- Inflationary pressures
  - o Salary and benefits at \$597,000
  - o Corporate expenses at \$300,000
- Additional pressures included a plan to bring gapping to 2021 levels (\$330,000 pressure) and a plan to budget for an accelerated payment plan on the variable bank loan (\$200,000).
- The total target was \$1.2 million.

### **Current State and Changes to Funding**

E. Williams explained the current state of funding. Funding from the provincial government remains unknown, with the budget anticipated on March 23, 2023. Currently, most public health units in Ontario are budgeting 1-2% increases - municipalities will bear these costs if provincial funding does not come through. Advocacy for public health funding through the Association of Local Public Health Agencies and the Association of Municipalities Ontario, as well as the Chief Medical Officer of Health, continues.

### **Budget Overview**

Dave Jansseune, Assistant Director, Finance provided a budget overview.

Financial changes to the target include:

- Staffing inflation (initial estimate was \$597,000 and revised to \$478,470)
- Corporate inflation (initial estimate was \$300,000 and revised to \$306,184)
- OMERS pension increase for non-full-time staff (initial was unknown and revised to \$199,452)
- Decrease to the gapping budget (initial was \$300,000 and revised to \$54,453)

The total target of savings is now \$515,118. Salaries and benefit costs for 2023 is at \$25,917,470, compared to \$25,767,797 from 2022.

### **Disinvestments**

Disinvestments have been discussed by the Senior Leadership Team in accordance to the public health pyramid and critical business infrastructure frameworks.

Pre-approved disinvestments by the Board of Health at the November 10, 2022 meeting include:

- General Expense reduction
- Cell phone reduction
- Student reductions

100% Funded – COVID-19, Seniors Dental and MLHU 2

COVID-19 funding supports the vaccine and case and contact management programs. For 2023, the total budget from the Ministry of Health is \$10,655,019, which is a \$17,413,875 decrease from 2022.

The Seniors' Dental program supports operating costs for the program only. For 2023, the total budget is \$3,693,148. The budget request has increased to include staffing increases to support the expansion of the program, including the opening of the Strathroy operatories.

MLHU 2 includes Best Beginnings (\$2,483,000), FoodNet (\$116,000), Smart Start for Babies (\$152,000) and Shared Library Services (\$108,000).

Chair Steele inquired what a 1% increase in base funding represents to the health unit. D. Jansseune noted that this would be approximately \$200,000.

It was moved by **M. McGuire, seconded by S. Menghsha**, *that the Finance & Facilities Committee recommend to the Board of Health to:*

- 1) *Receive Report No. 04-23FFC re: "Proposed Revised 2023 Budget" for information; and*
- 2) *Approve the disinvestments and investments as outlined in Report No. 04-23FFC.*

Carried

**2022 Vendor and Visa Payments (Report No. 05-23FFC)**

Emily Williams, Chief Executive Officer introduced Dave Jansseune, Assistant Director, Finance to present the 2022 Vendor and Visa Payments report.

D. Jansseune noted that this report detailed vendors whom the Health Unit paid over \$100,000 in 2022 along with a summary of corporate credit card charges.

Board Member M. Reid inquired on the comparison of vendor and visa charges from 2021. D. Jansseune noted that corporate credit card usage was similar to 2021, with reductions for vendors from 2021 due to the reduction in COVID-19 vaccination clinics.

It was moved by **M. Reid, seconded by S. Menghsha**, *that the Finance & Facilities Committee make a recommendation to the Board of Health to receive Report No. 05-23FFC re: "2022 Vendor and VISA Payments" for information.*

Carried

**OTHER BUSINESS**

The next meeting of the Finance and Facilities Committee will be held on Thursday, May 11, 2023 at 9 a.m.

**ADJOURNMENT**

At **10:21 a.m.**, it was moved by **M. McGuire, seconded by M. Reid**, *that the meeting be adjourned.*

Carried

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**MICHAEL STEELE**  
Chair

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**EMILY WILLIAMS**  
Secretary

DRAFT



## MIDDLESEX-LONDON HEALTH UNIT

REPORT NO. 06-23FFC

TO: Chair and Members of the Finance and Facilities Committee

FROM: Emily Williams, Chief Executive Officer  
Dr. Alexander Summers, Medical Officer of Health

DATE: 2023 May 11

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### **VECTOR-BORNE DISEASE PROGRAM: CONTRACT EXTENSION**

#### **Recommendation**

*It is recommended that the Finance and Facilities Committee recommend to the Board of Health to:*

- 1) Receive Report No. 06-23FFC re: "Vector-Borne Disease Program: Contract Extension";*
- 2) Approve extension of the existing contract for the Vector Borne Disease Program, Part A - Larval Mosquito Surveillance & Control, to Canadian Centre for Mosquito Management (CCMM) Inc. in the amount of \$89,460 (before taxes) and \$4,008 (before taxes) for supply of mosquito larvicide; and*
- 3) Approve extension of the existing contract for the Vector Borne Disease Program, Part B - Mosquito Identification and Viral Testing, to Entomogen Inc. in the amount of \$21,025 (before taxes).*

#### **Key Points**

- A Request for Proposal (RFP) was issued in 2021 to deliver services for the Vector-Borne Disease program.
- The existing contract included an option for a third-year extension of product and services at the original quoted pricing. Both suppliers have agreed to hold 2021 pricing for 2023 services.

#### **Background**

The Vector Borne Disease (VBD) Team delivers a surveillance and control program to monitor West Nile Virus (WNV), Eastern Equine Encephalitis (EEE), Zika Virus (ZV) and Lyme disease (LD) activity in Middlesex London. This program is made up of the following components: mosquito larval surveillance, larviciding, adult mosquito trapping, human surveillance, responding to public inquiries, public education, and active and passive tick surveillance. The tasks of larval mosquito surveillance and control, along with mosquito identification and viral testing, are performed by contracted agencies on behalf of MLHU.

These activities are completed in accordance with the Ministry of Health and Long-Term Care's (MOHLTC) West Nile Virus Preparedness and Prevention Plan for Ontario, and Regulation 199/03 (Control of West Nile Virus) of the *Health Protection and Promotion Act*.

#### **Contract Extension**

On February 2, 2021, staff issued a Request for Proposals (RFP) for both Larval Mosquito Surveillance and Control (Part A), and Mosquito Identification and Viral testing (Part B). Notice of the procurement opportunity was provided to known service providers.

For Part A, the contract was awarded to the Canadian Centre for Mosquito Management (CCMM) in the amount of \$89,460 (exclusive of HST). For Part B, the contract was awarded to Entomogen Inc. in the amount of \$21,025 (excluding HST). Both contracts were issued for a (2) two-year term with the Health

Unit having sole discretion for an optional third year and both Vendors have agreed to maintain current pricing for the 2023 year.

### **Next Steps**

Health Unit staff are recommending that the Board of Health approve contract extensions for 2023 to CCMM Inc. in the amount of \$89,460 (Part A) and Entomogen Inc. in the amount of \$21,025 (Part B).

This report was prepared by the Safe Water, Rabies Prevention and Control, and Vector Borne Disease team, Environmental Health and Infectious Disease Division and the Procurement and Operations Team, Healthy Organization Division.



Emily Williams BScN, RN, MBA, CHE  
Chief Executive Officer



Alexander Summers, MD, MPH, CCFP, FRCPC  
Medical Officer of Health



## MIDDLESEX-LONDON HEALTH UNIT

REPORT NO. 07-23FFC

TO: Chair and Members of the Finance and Facilities Committee

FROM: Emily Williams, Chief Executive Officer  
Dr. Alexander Summers, Medical Officer of Health

DATE: 2023 May 11

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### 2023 Q1 FINANCIAL UPDATE AND FACTUAL CERTIFICATE

#### **Recommendation**

*It is recommended that the Finance and Facilities Committee review and recommend to the Board of Health to receive Report No. 07-23FFC re: “2023 Q1 Financial Update and Factual Certificate” for information.*

#### **Key Points**

- **Reporting Content:** This financial report focuses only on Salaries and Benefits for 2023 Q1. Other financial elements such as Funding and General Expenses are unavailable at the present time (*Salaries and Benefits represent ~80% of the overall budget*).
- **Variance to Budget:** Salaries and Benefits are favourable by \$1.4 million (\$763k from Shared Funded Programs and \$626k from 100% funded programs).
- **Cash:** The opening cash balance on January 1<sup>st</sup> was \$4.2 million and the closing balance on March 31<sup>st</sup> was \$5.6 million.
- **Factual Certificate:** There were very few changes for this quarter.

#### **Background**

This quarterly report has been condensed to focus on Salaries and Benefits, which form 80% of the budget. Forecast, funding, general expenses, detailed cashflow and detailed reporting on 100% funded programs will be available for the second quarter reporting.

#### **Ministry Announcements**

The 2023 budget was prepared assuming flat funding from the Ministry. As of this date, the Ministry has not provided 2023 funding which has resulted in a forecast closely aligned with the budget.

**Variance to Budget** (as noted in [Appendix A](#))

#### **Shared Funded Programs - \$763k favorable (fav) to budget:**

*\$730k fav:* Salaries & Wages (explanations on next page).

*\$31k (unf):* Salaries & Wages Overtime. Spread across multiple departments with the Healthy Organization division contributing \$18k to ensure Q1 projects and due dates were met.

*\$64k fav:* Benefits. Favourability in Salaries & Wages will result favourably in Benefits.



**\$730k fav - Salaries & Wages. Explanations include the following.**

Office of the Medical Officer of Health – vacancies include:

- Dept 840 AMOH: AMOH position; recruitment concluded, backfill begins in Q3.
- Dept 841 Program Planning & Evaluation: 1 Librarian, backfill begins in Q2; 2 Project Coordinators, 2 Program Evaluators, restructuring and recruitment in Q2.
- Dept 854 Health Equity: 2 Health Promotion Specialists, recruitment in Q2.

Environmental Health & Infectious Diseases – vacancies include:

- Dept 823 Vector Borne Disease: Students and Seasonal staff, recruitment in Q2.
- Dept 827 Safe Water, Rabies & Vector Borne Disease: 1 Public Health Inspector, backfill begins in Q2.
- Dept 835 Community Outreach & Clinical Support: 1 Client Service Representative, recruitment in Q2; 1 Outreach Worker, returning in Q2.
- Associate Manager hours partially charged to COVID-19, and fewer hours for Casual Nurses.

Healthy Living – vacancies include:

- Dept 833 Elementary School Team: 1 Public Health Nurse, backfill begins in Q3.
- Dept 834 Secondary School Team: 1 Public Health Nurse, backfill begins in Q2.
- Dept 836 Substance Use Team: 1 Health Promoter, restructuring and recruitment in Q2.

Healthy Start – vacancy includes:

- Dept 740 Healthy Beginnings: 1 Public Health Nurse, backfill begins in Q2.

Healthy Organization:

- Dept 802 Communications: 1 Public Health Nurse, recruitment in Q2.
- Dept 809 Strategy, Risk & Privacy: 1 Manager, backfill begins in Q2.

Overall, the budget also included annual pay increases beginning in January as opposed to April when the increases would actually take effect, in alignment with Collective Agreement timelines. This would contribute ~\$109k of favourability across all the departments.

**100% Funded Programs - \$626k fav to budget:**

COVID-19: \$342k fav. This quarterly result would indicate that the COVID-19 budget may be sufficient for 2023. This was a concern as this budget was aggressively reduced from 2022 \$28.1 million to 2023 \$10.7 million.

School Focused Nurses Initiative: \$27k fav. This funding is being utilized with nurses in schools as well as those associated with the school immunization catch-up clinics.

Seniors Dental: \$220k fav. Favourability was expected during Q1 while the new Strathroy office continues construction (the budget represented annual requirements for both locations, Citi Plaza & Strathroy). The project is on track to launch at the beginning of Q3.

City of London Funding for Cannabis Legalization: \$37k fav. This variance is purely related to timing and will balance as the year progresses.

**Budget GAP - \$414k unf:**

In order for the budget to balance (funding = expenses), there was a manual override, or GAP, that was budgeted to reduce salary expenses by \$1,539,315. The portion of that gap that pertains from January to March is \$414,431 and is applied against any favourability that is realized.

**Cash**

The cashflow schedule will be available for Q2 reporting. The year started with an opening balance of \$4.2 million and was \$5.6 million as at March 31<sup>st</sup> (end of Q1). To provide a level of comfort, the cash balance as at April 28th was \$5.0 million.

**Factual Certificate** (as noted in [Appendix B](#))

There were minor edits with the certificate and is included for review by the committee.

This report was prepared by the Finance Team, Healthy Organization Division.



Emily Williams BScN, RN, MBA, CHE  
Chief Executive Officer



Alexander Summers, MD, MPH, CCFP, FRCPC  
Medical Officer of Health

## Middlesex London Health Unit

### Salaries and Benefits Analysis - 2023 Q1

	Q1 Actual	Q1 Budget	fav / (unf)
<b>Salaries &amp; Wages</b>			
Office of the Medical Officer of Health	549,525	740,737	191,212
Environmental Health & Infectious Diseases	1,769,848	1,922,752	152,904
Healthy Living	1,200,486	1,386,761	186,275
Healthy Start	670,523	777,117	106,594
Healthy Organization	628,968	722,218	93,250
<b>Salaries &amp; Wages Total</b>	<b>4,819,350</b>	<b>5,549,585</b>	<b>730,234</b>
<b>Salaries &amp; Wages Overtime</b>			
Office of the Medical Officer of Health	571	0	(571)
Environmental Health & Infectious Diseases	7,005	2,770	(4,235)
Healthy Living	5,131	0	(5,131)
Healthy Start	3,489	0	(3,489)
Healthy Organization	20,406	2,692	(17,713)
<b>Salaries &amp; Wages Overtime Total</b>	<b>36,601</b>	<b>5,462</b>	<b>(31,139)</b>
<b>Benefits</b>			
Office of the Medical Officer of Health	150,067	170,653	20,586
Environmental Health & Infectious Diseases	455,525	464,412	8,888
Healthy Living	333,784	341,574	7,790
Healthy Start	219,668	189,352	(30,315)
Healthy Organization	193,653	251,012	57,359
<b>Benefits Total</b>	<b>1,352,697</b>	<b>1,417,005</b>	<b>64,308</b>
<b>Sub-Total - Shared Funded</b>	<b>6,208,648</b>	<b>6,972,051</b>	<b>763,403</b>
<b>100% Funded Programs (MLHU Only) - Salaries &amp; Benefits Combined</b>			
COVID-19 (816/818)	1,808,093	2,150,300	342,207
School Focused Nurses Initiative (819)	354,222	381,116	26,894
Seniors Dental (172)	273,658	493,620	219,962
CLIF (128)	2,289	39,116	36,827
<b>Sub-Total - 100% Funded Programs</b>	<b>2,438,263</b>	<b>3,064,152</b>	<b>625,889</b>
<b>Total Q1 - Salaries, Overtime, Benefits, before GAP</b>	<b>8,646,911</b>	<b>10,036,203</b>	<b>1,389,292</b>
Less Budgeted GAP (Jan-Mar)	0	(414,431)	
<b>Total Q1 - Salaries, Overtime, Benefits, after GAP</b>	<b>8,646,911</b>	<b>9,621,772</b>	<b>974,861</b>

# Factual Certificate

**To: Members of the Board of Health, Middlesex-London Health Unit**

The undersigned hereby certify that, to the best of their knowledge, information and belief after due inquiry, as at March 31, 2023:

1. The Middlesex-London Health Unit is compliant, as required by law, with all statutes and regulations relating to the withholding and/or payment of governmental remittances, including, without limiting the generality of the foregoing, the following:
  - All payroll deductions at source, including Employment Insurance, Canada Pension Plan and Income Tax
  - Ontario Employer Health Tax
  - And Federal Harmonized Sales Tax (HST).Further, staff believe that all necessary policies and procedures are in place to ensure that all future payments of such amounts will be made in a timely manner.
2. The Middlesex-London Health Unit has remitted to the Ontario Municipal Employees Retirement System (OMERS) all funds deducted from employees along with all employer contributions for these purposes.
3. The Middlesex-London Health Unit is compliant with all applicable Health and Safety legislation.
4. The Middlesex-London Health Unit is compliant with applicable Pay Equity legislation.
5. The Middlesex-London Health Unit has not substantially changed any of its accounting policies or principles since December 8, 2016.
6. The Middlesex-London Health Unit reconciles its bank accounts regularly and no unexpected activity has been found.
7. The Middlesex-London Health Unit has filed all information requests within appropriate deadlines.
8. The Middlesex-London Health Unit is compliant with the requirements of the Charities Act, and the return for 2021 has been filed. The annual returns are due June 30<sup>th</sup> the following year.
9. The Middlesex-London Health Unit was named in a complaint to the Human Rights Tribunal of Ontario (HRTO) by a former student which was dismissed; this matter is now closed. MLHU has also been named in a second complaint to the HRTO by the same individual. This application is in respect to the recruitment of three management positions from 2017 and 2018 for which they were not selected for an interview. After significant delay related to COVID-19, the HRTO has offered mediation for this case; legal consultation was sought and mediation was declined, given the organization's position on the matter.

10. The Middlesex-London Health Unit has been named in a legal action with respect to 'Cali Nails' or 'the numbered company that operated Cali Nails' for damages arising from the Order to close for Infection Prevention and Control (IPAC) infractions, and the publication of the associated Closure Order. The claim alleges that, as the Order to close and the associated public notice that the IPAC infractions could lead to blood borne infections, this directly led to the drop in its business and the closure of the salon. Ultimately damages are being sought as a result. Legal proceedings are ongoing.
  
11. The Middlesex-London Health Unit is fulfilling its obligations by providing services in accordance with our funding agreements, the Health Protection & Promotion Act, the Ontario Public Health Standards, and as reported to the Board of Health through reports including but not limited to:
  - Quarterly Financial Updates
  - Annual Audited Financial Statements
  - Annual Reporting on the Accountability Indicators
  - Annual Service Plans
  - and Information Summary Reports.

Dated at London, Ontario this 11<sup>th</sup> day of May 2023.

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Dr. Alexander Summers  
Medical Officer of Health

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Ms. Emily Williams  
Chief Executive Officer



MIDDLESEX-LONDON HEALTH UNIT

REPORT NO. 08-23FFC

TO: Chair and Members of the Finance and Facilities Committee

FROM: Emily Williams, Chief Executive Officer  
Dr. Alexander Summers, Medical Officer of Health

DATE: 2023 May 11

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**INSURANCE POLICIES**

**Recommendation**

*It is recommended that the Finance and Facilities Committee review and recommend to the Board of Health to receive Report No. 08-23FFC re: “Insurance Policies” for information.*

**Key Points**

- **General insurance** has increased by 37.4% from \$104,672 to \$143,813 (2018 was \$77,082).
- **Cyber insurance** has also increased by 35.2% from \$36,990 to \$50,000. This insurance has been in place since 2021 when the premium was \$15,930.
- Combined insurance cost is \$193,813 against a budget of \$170,400 (budget used an ~15% increase).
- Our ability to go to tender is limited with very few providers in the public sector.

**Background: Intact and Frank Cowan**

General insurance is provided through Intact Public Entities Incorporated. Frank Cowan Company was rebranded in 2019 into Intact Public Entities. Intact Public Entities is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration, and community-based organizations across Canada.

**Insurance Providers and Terms**

General insurance is provided through Intact Public Entities Incorporated and the term is March 31, 2023 to March 31, 2024.

Cyber insurance is provided by CFC, a company in the United Kingdom. The policy is underwritten by Lloyds who worked closely with the MLHU broker Holman Insurance Brokers Ltd. The term is March 1, 2023 to March 1, 2024.

**General Insurance**

The following cost analysis was prepared from page 11 of the current General Insurance Policy, which is attached as [Appendix A](#).

With reference to [Appendix A](#), please note that an overview of coverages and deductibles begin on page 5 and descriptions of those coverages begin on page 17.

**Figure 1: Middlesex-London Health Unit Insurance Budget**

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2023 Incr %</u>
<b>Casualty Insurance</b>				
General Liability	26,560	31,872	47,317	48.5%
Medical Malpractice Liability	34,895	36,641	52,872	44.3%
Errors & Omissions Liability	8,361	10,033	13,436	33.9%
Directors & Officers Liability	6,650	7,980	9,576	20.0%
Non-Owned Automobile Liability	200	210	221	5.2%
Environmental Liability	1,200	1,380	1,656	20.0%
Crime	1,418	1,489	1,563	5.0%
Board Members Accident	296	389	408	4.9%
Conflict of Interest	660	693	728	5.1%
Legal Expense	1,858	1,951	2,049	5.0%
<b>Property</b>				
Property	6,556	7,829	9,151	16.9%
<b>Excess</b>				
Follow Form	3,656	4,205	4,836	15.0%
<b>Premium</b>	<b>92,310</b>	<b>104,672</b>	<b>143,813</b>	<b>37.4%</b>
<b>% Increase</b>		<b>13.4%</b>	<b>37.4%</b>	

**Cyber Insurance**

The cyber insurance policy is in [Appendix B](#). Coverage is provided under 4 clauses:

1. Cyber Incident Response, on page 4.
2. Cyber Crime, on page 5.
3. System Damage and Business Interruption, on page 6.
4. Network Security & Privacy Liability, on page 7.

Changes within the Information Technology team, such as Cyber Security training for staff, enabled the Health Unit to successfully obtain Cyber Insurance again this year.

This report was prepared by the Finance Team, Healthy Organization Division.



Emily Williams BScN, RN, MBA, CHE  
Chief Executive Officer



Alexander Summers, MD, MPH, CCFP, FRCPC  
Medical Officer of Health



## 2023 Health Unit Insurance Program MIDDLESEX-LONDON HEALTH UNIT

Renewal Report for the Policy Term March 31, 2023, to March 31, 2024

In Partnership with:

Submitted by: Intact Public Entities Inc.  
Address: 278 Pinebush Rd., Suite 200  
Cambridge, ON N1T 1Z6

phone: 1-800-265-4000  
email: [connectwithus@intactpublicentities.ca](mailto:connectwithus@intactpublicentities.ca)

Prepared by:  
Aran Myers  
Regional Manager

Ref 48700/bg 13 March 2023







## How to Report a Claim

In the event you need to report a claim, please call your insurance broker during regular business hours, or alternatively **call Intact Public Entities at 1-800-265-4000** where you will be given options based on the type of claim you are reporting. After hours claim reporting is available through that number. You can also email IPE during business hours: **[mail.claims@intactpublicentities.ca](mailto:mail.claims@intactpublicentities.ca)**



# About Intact Public Entities

Intact Public Entities is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives Intact Public Entities the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. Intact Public Entities is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about Intact Public Entities visit [www.intactpublicentities.ca](http://www.intactpublicentities.ca).

Intact Public Entities is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

## Canadian Owned Company With 90+ Years of Continuous Operation

### Market Leader

**Municipal, Public Administration & Community Services**

Municipal market share leader in Ontario with strong representation of municipal, public administration and community-based organizations across Canada.

### Innovative

**New Products & Services**

- Cyber Risk Insurance
- Fraudulently Induced Transfer
- Road Reviews
- Fleet Management

### In-House

**Claims & Risk Management**

In-house claims management = faster turn around, single point of contact, specialized expertise in the municipal claims environment.



**Municipal Market Share Leader in Ontario**



**First Municipal Client The Village of Ayr, Ontario**

## The Advantage of a Managing General Agent

The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value-added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for Intact Public Entities to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

## Risk Management Services

We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

## Claims Management Services

Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.



\*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Intact Public Entities prior to the release of any information contained herein for any other purpose than evaluating this submission.

# Your Insurance Coverage

## Important Information

### General Information

The premium quoted is based on information provided at the date of this Report (the date is noted on the first page of this report/quotation). Additional changes to information are subject to satisfactory underwriting information and express approval by Intact Public Entities Inc. Changes in information and coverage may also result in premium changes.

### Wildfire and Flood Exposures

Due to the high risk of wildfires and active floods, Intact Public Entities Inc. is taking a very conservative approach to such exposures/natural disasters. We are currently reviewing all risks to determine if any part of a risk is within 50km of an active wildfire or 15km of an active flood event.

### Quoting and Binding Coverage Restrictions

The quote provided is only valid for 60 days. Should you require an extension beyond the 60 days from the date of this report, you must contact an underwriter at Intact Public Entities Inc. for written confirmation that the quotation is still valid.

Coverage quoted cannot be bound unless expressly agreed to in writing by an underwriter at Intact Public Entities. Intact Public Entities Inc. reserves the right to decline to bind coverage.

Your marketing representative can assist in co-ordinating your correspondence with the correct underwriter for the account should you wish a quotation extension or are requesting coverage be bound.

### Important Changes – Abuse Coverage - Effective March 30, 2022

Refer to *Important Changes to Your Liability Policy – Abuse Coverage* within this report.

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	5,000	15,000,000 Per Claim No Aggregate
Forest Fire Expense	Nil	1,000,000 1,000,000 Aggregate
Medical Malpractice Liability (Claims Made Form) Retroactive Date January 1, 2003	5,000	15,000,000
Abuse Liability – Claims Made Form	5,000	2,000,000 Per Claim 2,000,000 Aggregate
Abuse Liability Retroactive Date: March 31, 2023		
Errors & Omissions Liability (Claims Made Form) Retroactive Date: January 1, 2003	5,000	15,000,000 Aggregate
Directors' & Officers' Liability (Claims Made Form)	5,000	5,000,000 Aggregate
Additional Limit of Liability – Insuring Agreement A (Personal Insurance) only		1,000,000 Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	500	50,000
Environmental Liability (Claims Made Form)	5,000	1,000,000 2,000,000 Aggregate

\*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

### Follow Form – Excess Liability

Coverage Description	(\$) Limit of Insurance
Excess Limit	10,000,000

Underlying Policy	(\$) Underlying Limit
General Liability Abuse Exclusion Applies	15,000,000
Errors & Omissions Liability	15,000,000
Non-Owned Automobile	15,000,000

**Total Limit of Liability (\$) 25,000,000**

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Crime

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Employee Dishonesty –Form A (Commercial Blanket Bond)		100,000
Loss Inside the Premises (Broad Form Money & Securities)		10,000
Loss Outside the Premises (Broad Form Money & Securities)		10,000
Audit Expense		100,000
Money Orders and Counterfeit Paper Currency		100,000
Forgery or Alteration (Depositors Forgery)		100,000

### Accident

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Board Members : Persons Insured Ten (10) Board Members		
Board Members Accidental Death & Dismemberment		100,000
Paralysis		200,000
Weekly Income – Total Disability		300
Weekly Income – Partial Disability		150
Accidental Death of a Spouse While Travelling on Business		Included

### Conflict of Interest

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Fees Expenses		100,000 Per claim No Aggregate

### Legal Expense (Claims Made)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Defence Cost		100,000 250,000 Aggregate

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Property

**Coverage is on an All Risk Basis unless otherwise specified.  
Basis of Settlement is Replacement Cost unless otherwise specified  
The Deductible is on a Per Occurrence Basis**

Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	5,000	RC	12,956,715
<b>Property Supplemental Coverage</b> (Included in the Total Sum Insured unless otherwise specified in the wording)			
Building By-laws	5,000		Included
Building Damage by theft	5,000		Included
Debris Removal	5,000		Included
<b>Electronic Computer Systems</b>			
Electronic Computer Hardware and Media	5,000		Included
Electronic Computer Systems Breakdown			Not Insured
Electronic Computer Systems – Extra Expense			Not Insured
Extra Expense Period of Restoration	5,000		90 Days
Expediting Expense	5,000		Included
Fire or Police Department Service Charges	5,000		Included
First Party Pollution Clean-up	5,000		100,000
Fungi and Spores	5,000		10,000
<b>Furs, Jewellery and Ceremonial Regalia</b>			
Ceremonial Regalia	5,000		Included
Furs and Jewellery	5,000		25,000
Inflation Adjustment	5,000		Included
Live Animals Birds or Fish	5,000		25,000
Newly Acquired Property	5,000		Included
Professional Fees	5,000		Included
Property and Unnamed Locations	5,000		Included
Property Temporarily Removed Including while on Exhibition and during Transit	5,000		Included
Recharge of Fire Protection Equipment Expense	5,000		Included

Sewer Backup and Overflow	5,000	Included
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<b>Municipal &amp; Public Administration Extension Endorsement</b> (In Addition to the Total Sum Insured unless specifically scheduled in the wording)
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Accounts Receivable	5,000	250,000
Bridges and Culverts	5,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes		Not Insured
Buildings in the Course of Construction Reporting Extension	5,000	1,000,000
By Laws – Governing Acts	5,000	25,000
Consequential Loss Caused by Interruption of Services		
On Premises	5,000	Included
Off Premises	5,000	50,000
Cost to Attract Volunteers Following a Loss	5,000	10,000
Docks, Wharves and Piers	5,000	25,000
Errors and Omissions	5,000	Included
Exterior Paved Surfaces	5,000	50,000
Extra Expense	5,000	250,000
Fine Arts		
At Insured's Own Premises	5,000	25,000
On Exhibition	5,000	25,000
Fundraising Expenses	5,000	10,000
Green Extension	5,000	50,000
Growing Plants		
Any One Item	5,000	1,000
Per Occurrence	5,000	100,000
Ingress and Egress	5,000	Included
Leasehold Interest	5,000	25,000
Master Key	5,000	25,000
Peak Season Increase	5,000	25,000
Personal Effects	5,000	25,000
Property of Others	5,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	5,000	25,000
Signs	5,000	Included



Vacant Property	5,000	250,000
Valuable Papers	5,000	250,000
<b>Additional Endorsements</b>		
Virus and Bacteria Exclusion	Not Applicable	Included

**(\$) Total Amount of Insurance 14,201,715**

RC = Replacement Cost ACV = Actual Cash Value VAL = Valued

**Account Premium**

Prior Term	Total Annual Premium (Excluding Taxes Payable)	\$ 104,672	Total Annual Premium (Excluding Taxes Payable)	\$ 143,813
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**Please refer to the insurance contract for all limits, terms, conditions, and exclusions that apply.**

**The premium Quoted is subject to a 15% minimum retained (unless otherwise stated).**

# Cost Analysis

	Expiring Program Term	Renewal Program Term
<b>Casualty</b>		
General Liability	\$ 31,872	\$ 47,317
Medical Malpractice Liability	36,641	52,872
Errors and Omissions Liability	10,033	13,436
Directors' and Officers' Liability	7,980	9,576
Non-Owned Automobile Liability	210	221
Environmental Liability	1,380	1,656
Crime	1,489	1,563
Board Members Accident	389	408
Conflict of Interest	693	728
Legal Expense	1,951	2,049
<b>Property</b>		
Property	7,829	9,151
<b>Excess</b>		
Follow Form	4,205	4,836
<b><u>Total Annual Premium</u></b>	<b>\$ 104,672</b>	<b>\$ 143,813</b>
(Excluding Taxes Payable)		

# Changes to Your Insurance Program

Please be advised of the following changes to your insurance program that now apply:

## Form GNGX413 – Statutory and Additional Conditions

- As per regulations, should you have any of the policies:
- Accident, Conflict of Interest, Crime, Environmental, Errors and Omissions, Liability, Excess Coverage, Claims Made Malpractice, Non Owned Automobile or Property.
- This new form will be added to each of them.

## Liability, Errors and Omissions and Not for Profit Directors' and Officers'

- Intact Public Entities is applying a Communicable Disease Outbreak Exclusion to all operations.
- When this endorsement is shown on the policy there is no coverage (including defence costs) for any actual, alleged or threatened virus, bacterium or other micro-organism that induces or is capable of inducing a communicable disease **when** the communicable disease is determined to be, a pandemic, epidemic, outbreak, disaster or public health or other emergency by the World Health Organization, or any agency or authority tasked with overseeing international or global public health, or by the Canadian government, including any federal, provincial, territorial or local agency, authority or official.
- **Important Note:** The communicable disease exclusion has been amended to respond to claims for a communicable disease caused by contaminated drinking water unless a pandemic or epidemic has been declared, determined, or recognized to be caused by a pandemic or epidemic by the World Health Organization, or any agency or authority tasked with overseeing International or global health, or by the Canadian government, including any federal, provincial, or territorial agency authority or official.
- The Endorsement is attached to Liability, Errors and Omission Coverage and Not for Profit Directors' and Officers' Coverage.

## Abuse Liability

- We are making changes to Abuse Coverage – For additional information please refer to the document within this report entitled: **Important Changes to Your Liability Policy Abuse Coverage.**

## Commercial Follow Form Excess Liability

- We are making changes to our Commercial Follow Form Excess Liability Coverage – For additional information please refer to the document within this report entitled: Notice to Insureds Commercial Follow Form Excess Liability.

## Property Policy

### Building Values Increased

Building values have been increased in order to reflect inflationary trends.

## Important Changes to Your Liability Policy Abuse Coverage

For more than 90 years, Intact Public Entities has provided specialized insurance programs to Municipal and Public Administration entities. Our long-standing dedication and commitment to this sector has given us invaluable analytics on trends and patterns, allowing us to take a proactive approach on coverages, products and services in order to ensure our ability to protect you for years to come.

Over the past decade, the number and frequency of physical and sexual abuse cases has increased significantly. Expanded news coverage and social media has resulted more public awareness and attention on claimant awards and comparisons. Public entities are not exempt from abuse claims and given their 'long tail' nature, we must adjust our stance with respect to abuse coverage.

To continue to provide market leading products and services over the long term, **effective March 30th, 2022, we will be making the following changes to abuse coverage on policy renewals.**

### Liability Policies:

- Your occurrence-based liability policy will now have an exclusion for abuse, however, affirmative abuse claims-made coverage will be added to the policy.
- This coverage is subject to a \$2M 'per claim' and a \$2M 'aggregate limit'. Defence costs for abuse claims are included within the abuse aggregate limit.
- Coverage will be subject to the deductible and reimbursement clause.
- General Liability Coverage will remain on an occurrence basis. The abuse limit is included within the limit of insurance rather than in addition to it.
- The abuse limitation endorsement does not apply to assault and battery of law enforcement agents while acting within the scope of employment.

**Excess Policies:** All excess policies will now have an abuse exclusion.

**Annual Abuse Application:** Moving forward, all requests for abuse coverage will be subject to a satisfactorily completed application.

### Competitive Advantage of Insuring with Intact Public Entities

Intact Public Entities is a leader in providing specialized insurance programs, including risk and claims management services to organizations cross Canada. Our goal is to provide a comprehensive insurance program while actively working with you to reduce your total cost of risk by employing complimentary value-added services.

Our competitive advantages include:

- A large, in-house claims team specializing in complex claims.
- Complimentary risk management services including inspections, educational seminars and contract reviews.
- A collective, comprehensive program specifically tailored to your insurance needs.

### Additional Questions

If you wish to review your policy coverage with an insurance professional or if you have any other questions, please contact your insurance representative – your best source for information and advice.



## NOTICE TO THE INSURED

### IMPORTANT CHANGES TO YOUR FOLLOW FORM EXCESS LIABILITY WITH THE NEW COMMERCIAL FOLLOW FORM EXCESS LIABILITY FORM

#### PLEASE READ YOUR POLICY CAREFULLY

Dear Policyholder,

We wish to inform you that we have replaced your **Follow Form Excess Liability** to make it even more beneficial for you. Your new **Commercial Follow Form Excess Liability** has been completely restructured and now includes modifications to clarify coverage intent, which may result in reductions in coverage. You will note that some of the definitions, limitations and exclusions have been completely revised or added.

**The information contained in this document provides general information only, for complete information refer to your Declarations, Summary of Coverage and all wordings forming part of your policy.**

Here are some of the coverage adjustments that result from these changes:

#### CLARIFICATION OF LANGUAGE IN THE INSURING AGREEMENT

The Insuring Agreement under your new **Commercial Follow Form Excess Liability** now clearly outlines that, following the exhaustion of applicable limits of insurance of your underlying policy, your new Excess Form will provide coverage for up to limits of insurance indicated in your Declarations Page.

We have also added language to clarify that your new **Commercial Follow Form Excess Liability** coverage relies heavily on the underlying insurance policies and is subject to all of the terms and conditions of such policies. Consequently, the coverage provided under your new Excess Form will not be broader than the coverage afforded under any of your underlying insurance policies.

#### COVERAGE AND EXCLUSIONS

In order to explain coverage under this policy we have tailored our new coverage, restrictions and exclusions to provide clarity of intent:

- Prior and Pending Litigation is now expressly excluded from this coverage
- Under the **Limits of Insurance** section, there is now a clause for an Aggregate Limit. Where an Aggregate Limit applies, the amount will be shown in the Declaration Pages. Please refer to **Section II – Limits of Insurance** for further detail.
- Under the **Special Conditions** section, we have included a **Maintenance of Underlying Insurance** provision, that provides that - any underlying insurance must be maintained in full effect during the policy period without reduction of coverage or limits, except for the exhaustion or reduction of such limits.
- Other **Special Conditions** have been modified and new ones added, that may be more restrictive than before. Please refer to **Section IV – Special Conditions** in the form wording for the complete listing.
- Definitions have been added to the policy to provide clarity. Incident is now clearly defined as an occurrence, accident, offence, act, or other event, to which the underlying insurance applies. Please refer to **Section IV – Definitions** in the form wording for the complete listing.
- The Schedule of Coverage has been amended and now clearly differentiates the layers of excess applies

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#### ADDITIONAL ENDORSEMENTS

You may see a number of additional stand-alone endorsements under your new Commercial Follow Form Excess Liability policy.

The following types of endorsements may now be shown to clarify coverage intent:

- Through the use of various endorsements, we have now clarified that **excess coverage does not apply when there are sub-limits shown on your underlying policies** unless otherwise endorsed. For example, some of the more common exclusions under excess would include Medical Payments, Voluntary Property Damage or Fire Fighting Expenses. These items have specific limits under the liability policy which are not intended to extend to the Commercial Follow Form Excess Liability policy.
- **Coverage may be expressly excluded for specific items by way of endorsements.** As an example, the Cyber and Data Limitation endorsement may provide limited coverage on the underlying Liability Policy but will now be expressly excluded by endorsement on the Commercial Follow Form Excess Liability.
- **Additional Limitation Endorsements may apply to the Commercial Follow Form Excess Liability.** A limitation endorsement may apply to your excess policy. An example of this would be Products Coverage or Products and Completed operations which may be subject to an aggregate limit under the liability policy. An endorsement would be applied to the Commercial Follow Form Excess Policy to implement an Aggregate under the excess policy as well.

#### LIBERALIZATION CLAUSE - 1 YEAR

To provide you with a seamless transition, a **liberalization clause** has been added to this renewal of your policy to address differences in coverages and ensure that you receive the most favourable coverage between your new and expiring policies (except as specifically noted in the liberalization endorsement attached to your policy).

#### ADDITIONAL QUESTIONS

The above is only an overview of the changes, please read your new policy wording carefully and keep it in a safe place, along with this notice and your insurance contract.

If you wish to review your policy coverage with an insurance professional or if you have any other questions, please contact your insurance broker – your best source for information and advice.

Rest assured that we will continue to provide specialized insurance programs for Municipal and Public Administration and Community Service organizations across Canada and we understand the unique nature of these operations.

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# Program Options

## Crime Coverage – Other Optional Coverages

- Other Optional Coverages are also available. See attached Crime Cover Options page for further details.
- Quote is available on request (completed application is required).

## Crime Coverage – Fraudulently Induced Transfer Coverage

- Fraudulently Induced Transfer Coverage is now available. Covers a loss when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.
- For Coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

## Property Coverage – Income Replacement

- Income can change from year to year, so it is important to annually review your Business Interruption needs.
- Higher limits or Optional Coverages to protect your income are available.
- All income producing facilities need to be considered (e.g. arenas, pools, libraries, community halls etc.)

## Remotely Piloted Aircraft Systems (UAV) Coverage

- Property and/or Liability Cover may be available for Remotely Piloted Aircrafts (UAV).
- Application required to quote.
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.





## Description of Coverage

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

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# Health Care Liability Insurance Highlights

## Overview

Insures against liability imposed by law for damages because of bodily injury or death to any person resulting from the operations of the Insured and for damages to or destruction of property of others caused by an occurrence.

## Features

- Occurrence based coverage.
- Worldwide coverage territory.
- 90 day cancellation for any reason other than non-payment.
- Broad Bodily Injury coverage – Coverage is automatically provided for shock, mental anguish, mental injury and assault and battery.
- Broad Personal Injury coverage – Coverage is automatically extended to cover humiliation and discrimination.
- Cross Liability
- No General Aggregate
- Products and Completed Operations are not subject to an Aggregate Limit.
- Optional Endorsement: Nil deductible applicable to third party damage claims – must be purchased separately.

## No Exclusions for:

- Employers Liability
- Advertising Liability
- Property damage to the Insured's work arising out of the products-completed operations hazard.
- Property damage to Impaired property (faulty workmanship).
- Recall expenses.
- Explosion, Collapse or Underpinning (XCU)
- Sexual, physical or mental abuse applies to the entity (unless otherwise indicated).

## Exclusions Specifically for:

- Liability of a trustee, board member, director, executive officer, employee or volunteer worker if they are in violation of the law (criminal act), or while under the influence of hypnotics, intoxicants or narcotics.
- Employment Practices wrongful act.
- Abuse Exclusion may apply.

## Additional Information:

One Limit of Insurance for all Insuring Agreements including:

- Bodily Injury
- Personal Injury
- Malpractice Liability
- Property Damage
- Tenants Legal Liability

Other Extensions

- Medical Payments
- Child Abduction Liability for expenses incurred as a result of an abduction of a child 10 years of age or less.
- Abuse Limitation may apply.
- Voluntary Compensation for Volunteers

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# Malpractice Liability – Claims Made Coverage Highlights

## Features

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- Comprehensive Coverage for Professional Exposure.
- Defence costs in addition to the Limits of Insurance.
- Includes coverage for a 'Good Samaritan Act' as defined in the policy.
- Retroactive Coverage Available.

## Limits of Insurance

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- Competitive Limits Available.
- Coverage is subject to a 'Per Claim' and 'Aggregate' Limit.

## Prior Knowledge of Claims

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- Claims considered first reported only when written notice is received.

## Types of Crisis

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- Automatic Extended Reporting Period at 90 days.
- Optional Extended Reporting Period for 1 year.

## Exclusions

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### Exclusions that have been added

- Obligations of the Insured under workers compensation, disability benefits, employment or similar law is now incorporated.
- Any Insured who participated in, directed or knowingly allowed the malpractice (as defined) to occur.

## Broad Definitions

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<b>Abuse</b>	Clarification of coverage intent has been enhanced with a clear definition of abuse, including specific definitions for sexual and physical abuse.
<b>Claims Expanded</b>	Arbitration, mediation or alternative dispute resolution proceedings.
<b>Compensatory Damages</b>	Damages for economic loss (excluding punitive or exemplary damages).
<b>Malpractice</b>	Coverage is provided for bodily injury, sickness, disease, mental anguish, mental suffering, mental injury shock, disability including death arising out of the rendering of or failure to render any professional treatment or services in connection with the Insured's business activities.
<b>Worldwide</b>	Insured must reside in Canada and suits determined on merit by Canadian courts.
<b>Insured Persons</b>	Trustees, Board Members, Directors, Executive Officers created by the Named Insured's charter, constitution, bylaws or other similar governing document, Employees and Volunteers.

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# Commercial Follow Form Excess Liability Coverage Highlights

## Overview

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Excess liability coverage provides an additional limit of insurance coverage over and above the limits of insurance afforded under the applicable underlying insurance. An excess policy offers you additional insurance protection over and above the limits of your underlying policy. Example if your underlying policy has an occurrence limit, an excess policy can provide additional protection in event of a catastrophic loss. It can provide added protection if an aggregate limit on an underlying policy has been exhausted.

The follow form excess policy typically “follows” the insuring agreements, exclusions, and conditions of the underlying policy. This means that we not only provide additional limits of liability over the primary liability policy, but such coverage matches the underlying policy (except in instances where an endorsement has been attached amending coverage).

We offer a layered structure when writing excess coverage. We provide **primary** insurance policies to a maximum limit of \$15,000,000 on the casualty policies (Liability, E&O, Miscellaneous Professional Including Bodily Injury or Claims Made Malpractice coverage (depending on your policy), Non Owned Automobile and Owned Automobile including garage coverage).

We have the ability to provide excess coverage over all classes of business where the primary policy is written by Intact Public Entities. We also have the capacity to provide you with exceptionally high excess limits to meet your needs.

## Coverage Specifics

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- Coverage will attach in the event of exhaustion of underlying insurance (unless specifically shown in your policy documents).
- This coverage is subject to the same terms, definitions, conditions, exclusions and limitations of the applicable underlying insurance (except as otherwise stated in your policy). This feature provides the flexibility to provide excess limits over a number of different types of policies.
- Our Declaration Pages/Schedules of Coverage clearly identify underlying coverages that the excess coverage is written over.
- Underlying insurance is required to be maintained in full force and effect for excess coverage to apply.
- Prior and Pending Litigation is expressly excluded from coverage.
- Incident is a defined term and means an occurrence, accident, offence, act, or other event, to which the underlying insurance applies.
- S.P.F. 7, Standard Excess Automobile policy or the applicable form applies for any automobile coverage
- Where an aggregate limit is stated in the Declarations pages, it will apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months.
- Coverage can be tailored to your individual circumstances by way of endorsements

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# Professional Errors and Omissions Liability Coverage Highlights

## Defence Costs in Addition to Policy Limits and Settlement Provision

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### Expanded Defence Costs Coverage

- Coverage for Defence Costs is provided in addition to the Limit of Liability.

## Enhanced Policy Conditions

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<b>Bankruptcy</b>	Bankruptcy or insolvency will not relieve the Insurer of obligations under the policy.
<b>Coverage Territory</b>	Worldwide coverage.
<b>Duties in event of a Claim</b>	Notice required as soon as practicable no later than 30 Days after termination date of the policy period.
<b>Termination of Policy</b>	Written notice of termination in the event of non-payment of premiums is 15 days by registered letter, or 90 days by registered letter for any other reason.

## Limits of Insurance

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### Aggregate Limit of Liability excluding Defence Expenses.

- Extended Reporting Period does not reinstate Limit of Insurance.

## Standard Exclusions

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### Standard exclusions included, found in most liability policies:

- Pollution, Data, Fungi, Asbestos, Terrorism, Nuclear and War exclusions are now incorporated.

## Bilateral Election of Discovery Period Now Available

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1 year at 100% of the annual premium available if either Insured or Insurer cancels or non-renews the policy.

## Broad Definitions

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<b>Claim Expanded</b>	Civil proceedings. Arbitration, mediation or alternative dispute resolution proceedings.
<b>Insured Persons Include</b>	Any present or former partner, executive officer, director, stockholder, employee, volunteer, or member of a duly constituted committee.

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# Not for Profit Entity, Directors' and Officers' Liability Coverage Highlights

## Overview

Not for Profit Directors' and Officers' Liability Insurance is more crucial than ever as more Non Profits make headlines in the media. There is increased scrutiny from the general public regarding the finances and management of organizations. This coupled with increased regulation along with the rising frequency and severity of legal actions leaves the Entity and Directors' and Officers' vulnerable as Directors' and Officers' can be held personally liable for their role in an Organization/Entity.

## Who Needs Coverage

- Any charitable or Not for Profit Entity.
- Not for Profit Directors and Officers.
- Members and Volunteers of these organizations.

## Why Coverage is Required

Being a member of the Board of Directors or an officer for a not-for-profit organization can expose an individual to unique risks. Directors and officers can be subject to allegations of breach of common law duties breach of duties owed to their stakeholders or members and statutory liabilities imposed by federal or provincial laws. They are required to act in good faith and in the best interest of the organization within the scope of the entities' by-laws and applicable regulations and statutes.

Many not-for-profit organizations have limited resources to indemnify directors and officers or respond to potential litigation, settlements or damage awards, putting the personal assets of directors and officers at risk, as well as the assets of the entity.

## Features

- Regulatory and Criminal Defence.
- Defence costs do not erode the Limit of Liability.
- Coverage extends to a spouse of an Insured Person.
- Additional Side A. Coverage: Coverage provides protection to the Insured Persons if the Entity is unable to indemnify (due to statute or insolvency).
- Provisions for Directors' and Officers' when they serve on other non-profit boards (with consent of the Insured Organization/Entity).
- Fiduciary Insurance (for Benefits Programs). Coverage is for allegations in administration of a Benefits program an Entity offers their employees.
- Derivative Demand Coverage: Provides coverage for Investigation Costs when members threaten to bring derivative actions on behalf of the Entity.
- Statutory Liabilities are explicitly covered.
- World-wide coverage.
- No Hammer Clause.
- 90 Day Reporting.
- Extended Reporting/Discovery Period is available and can be purchased when the policy is not being renewed.

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# Non-Owned Automobile Coverage Highlights

## Overview

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Non-Owned and hired automobile liability insurance covers bodily injury and property damage caused by a vehicle not owned by the Insured (including rented or borrowed vehicles). Coverage is provided for Third Party Liability arising from the use or operation of any automobile not owned or licensed in the name of the Insured if it results in bodily injury (including death), property damage (if the property was not in possession of the Insured) to a third party.

## Features

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### SEF No. 96 Contractual Liability:

- When renting a vehicle you engage in a contractual relationship with the rental company where you assume liability for the operation of the automobile. It is therefore important that contractual coverage is added to the policy by way of an endorsement known as SEF (Standard Endorsement Form) No. 96. Contractual Liability coverage is automatically provided for all written contractual agreements with our Non-Owned Automobile coverage.

### SEF No. 99 Long Term Lease Exclusion:

- When Contractual Liability is provided under the policy there is also an exclusion for Long Term Leased vehicles SEF No. 99. This excludes coverage for vehicles hired or leased for longer than a certain period such as 30 days.

### Territory:

- The Non-Owned Automobile policy provides coverage while in Canada and United States.

### Termination Clause:

- The standard termination clause has been amended in that the Insured may still provide notice of cancellation at any time, however, the Insurer must provide ninety days' notice of cancellation to the Insured rather than the standard 15 or 30 days.

### SEF No. 94 Legal Liability (Physical Damage) to a Hired/Rented Automobile:

- We automatically provide coverage for damage to a vehicle that you have hired or rented. Coverage is provided via endorsement SEF No. 94. We automatically provide 'All Perils' coverage. The limit of coverage will vary per client.

## Additional Information

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Courts have repeatedly held that when an automobile is used on a person's behalf or under a person's direction, that person (or entity) has a responsibility for the operation of the automobile and may be held liable for damages in the event of an accident even though he or she is not the owner or driver of the vehicle. This common law principle has been supported by a number of court decisions making an employer responsible for the use and operation of an automobile when an employee is operating an automobile (not owned by the employer) while being used for the employer's business.

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# Environmental Coverage Highlights

## Overview

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Pollution incidents are a significant risk that can result in serious harm to public health and safety as well as to the environment.

We provide pollution liability insurance for claims for third party bodily injury and property damage. Coverage is provided on a blanket basis resulting from pollution conditions on or migrating from premises owned, occupied, rented or leased by the insured that are discovered and are reported during the policy period. The policy responds to events that are gradual in nature as well as those that are sudden and accidental, causing third party damage whether pollutants are released on land, into the atmosphere or in the water.

## Features

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### Defence Costs

- Our Defence costs are over and above the limit of insurance and will respond even if allegations are groundless or false.

### Storage Tanks

- Seepage or leakage from both above and below ground storage tanks are covered without being specifically listed on the policy.

### Territory

- Worldwide territory.

### Limits of Insurance

- Both a 'per incident' and an 'aggregate' limit is applicable.

## Additional Information

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Environmental exposures pose an imminent and substantial threat to public health, safety or welfare or to the environment. Exposures could stem from: wastewater treatment plants, electric utility plants, construction sites, flood and rainwater runoff or retention basins, underground fuel storage tanks, herbicides, pesticides, and fertilizers, road salts and chemicals used to de-ice roads and bridges, contaminated waste from medical facilities or health clinics, marina's, fire-fighting chemicals or even contaminated swimming pools.

An environmental exposure arising from sewers is covered under our liability.

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# Crime Coverage Highlights

## Overview

Our crime coverage is one of the broadest and most flexible in the industry. An Insured may elect to purchase any or all of the Standard Crime Coverage we have available. In addition to the Standard crime coverage the Insured may elect to also purchase any of our Optional Coverages.

### Optional Crime Coverage Includes:

- Extortion Coverage (Threats to persons and property).
- Pension or Employment Benefit Plan coverage.
- Residential Trust Fund Coverage.
- Credit Card Coverage.
- Client Coverage (Third Party Bond).
- Fraudulently Induced Transfer Coverage (otherwise known as Social Engineering). *Separate Coverage Highlights Sheet for Fraudulently Induced Transfer Coverage is available.*

For more information on our Optional Coverage refer to our Crime Coverage Options Highlight Sheet.

## Features of Our Standard Crime Coverage

Below is a brief description of the Standard Crime Coverage an Insured may elect to purchase:

### Employee Dishonesty – Form A Commercial Blanket Bond

- This protects the employer from financial loss due to the fraudulent activities of an employee or group of employees. The loss can be the result of theft of money, securities or other property belonging to the employer.

### Loss Inside and Loss Outside the Premises (Broad Form Money and Securities)

- Covers loss by theft, disappearance, or destruction of the Insured's money and securities inside the Insured's premises (or Insured's bank's premises) as well as outside the Insured's premises while in the custody of a messenger.

### Money Orders and Counterfeit Paper Currency Covers Loss

- Due to acceptance of a money order that was issued (or is purported to have been issued) by a post office or express company; and
- From the acceptance of counterfeit paper currency of Canada or the United States.

### Forgery and Alteration

- Covers loss due to dishonesty from a forgery or alteration to a financial instrument (cheque, draft or promissory note).

### Audit Expense

- Coverage for the expenses that are incurred by the Insured for external auditors to review their books in order to establish the amount of a loss. This is a separate limit of insurance.  
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)
- Loss caused when money, securities, or other property is transferred because of a fraudulent computer entry or change. The entry or change must be within a computer system that the Insured owns (and on their premises).
- Loss caused when money or securities are transferred, paid, or delivered from the Insured's account at a financial institution based on fraudulent instructions (at the financial institutions premises).
- Voice computer toll fraud covers the cost of long distance calls if caused by the fraudulent use of an account code or a system password.

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# Board Members' (Including Councillors') Accidental Death and Dismemberment Coverage Highlights

<b>D&amp;D and Paralysis Limits</b>	<b>Option 1</b>	<b>Option 2</b>
Accidental Death or Dismemberment (including loss of life and heart attack coverage)	\$100,000	\$250,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit		
Permanent Total Disability - Accidental Death and Dismemberment Limit		

<b>Weekly Indemnity</b>	<b>Option 1</b>	<b>Option 2</b>
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300

## Accident Reimbursement - \$15,000

Chiropractor	Crutches <sup>†</sup>
Podiatrist/Chiropodist	Splints <sup>†</sup>
Osteopath	Trusses <sup>†</sup>
Physiotherapist	Braces (excludes dental braces) <sup>†</sup>
Psychologist	Casts <sup>†</sup>
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant <sup>‡</sup>	Rental of Wheelchair
Transportation to nearest hospital <sup>†</sup>	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies <sup>‡</sup>	Blood or Blood Plasma <sup>‡</sup>
Services of Physician or Surgeon outside of the province	Semi Private or Private hospital room <sup>‡</sup>

<sup>†</sup>Maximum \$1,000 per accident. <sup>‡</sup>If prescribed by physician

## Dental Expenses

Dental Expenses	\$5,000
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## Occupational Retraining – Rehabilitation

Retraining – Rehabilitation for the Named Insured	\$15,000
Spousal Occupational Training	\$15,000

## Repatriation

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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## Dependent Children – Per Child

Dependent Children's Education (limit is per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 years)	\$10,000

## Transportation/Accommodation (When Treatment Is Over 100km From Residence)

Transportation costs for the Insured when treatment is over 100km from home.	\$1,500
Transportation and accommodation costs when Insured is being treated over 100km from home.	\$15,000

## Home Alternation and Vehicle Modification

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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## Seatbelt Dividend

10% of Principal Sum	\$25,000
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## Funeral Expense

Benefit for loss of life	\$10,000
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**Identification Benefit**

Benefit for loss of life	\$5,000
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**Eyeglasses, Contact Lenses and Hearing Aids**

When Insured requires these items due to an accident.	\$3,000
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**Convalescence Benefit – Per Day**

Insured Coverage	\$100
One Family Member Coverage	\$50

**Workplace Modification Benefits**

Specialized equipment for the workplace.	\$5,000
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**Elective Benefits****Complete Fractures**

Skull	\$ 5,200	Foot & Toes	\$ 2,200
Lower Jaw	\$ 2,800	Two or More Ribs	\$ 1,900
Collar Bone	\$ 2,800	Colles' fracture	\$ 2,800
Shoulder Blade	\$ 3,500	Potts' fracture	\$ 3,400
Shoulder Blade complications	\$ 3,700	<b>Dislocation</b>	
Thigh	\$ 4,600	Shoulder	\$ 2,200
Thigh/hip joints	\$ 4,600	Elbow	\$ 2,200
Leg	\$ 3,500	Wrist	\$ 2,500
Kneecap	\$ 3,500	Hip	\$ 4,600
Knee/joint complications	\$ 4,000	Knee	\$ 3,500
Hand/Fingers	\$ 2,200	Bones of Foot or Toe	\$ 2,500
Arm (between shoulder & elbow)	\$ 4,600	Ankle	\$ 2,800
Forearm (between wrist & elbow)	\$ 2,800		

**Aggregate Limit**

Aggregate Limit only applicable when 2 or more board members are injured in same accident.	\$ 2,500,000
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**Coverage Extensions**

- Standard coverage is applicable while the Insured is 'On Duty'. Coverage for Accidents that may occur 24/7 may be purchased.
- Accidental Death of a Spouse While Travelling on Business is automatically included when this coverage is purchased. This endorsement provides for Accidental Death of a spouse when the spouse is travelling with an Insured Person on business. Coverage applies while travelling to or from such an event and /or if the loss of life occurs within one year of the accident.
- When Board Members' Accidental Death and Dismemberment Coverage is purchased, the Insured also has the option to purchase Critical Illness Coverage.

**Additional Information**

- Loss of life payments up to 365 days from date of Accident or if permanently disabled up to 5 years.
- Weekly Indemnity coverage pays in addition to Elective Benefits.
- Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.

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# Conflict of Interest Coverage Highlights

## Overview

Conflict of Interest can be described as a situation in which public servants have an actual or potential interest that may influence or appear to influence the conduct of their official duties or rather divided loyalties between private interests and public duties.

Conflict of Interest coverage provides protection for the cost of legal fees and disbursements in defending a charge under the Municipal Conflict of Interest Act (or other similar Provincial Legislation in the respective province of the Insured).

## Features

Coverage is offered as a standalone coverage providing the client a separate limit of insurance that is not combined with any other coverage such as legal expense coverage.

- Per Claim Limit only – No Annual Aggregate.
- Coverage provided on a Reimbursement Basis.

## Coverage Description

Coverage is provided for legal costs an Insured incurs in defending a charge under the Provincial Conflict of Interest Act if a court finds that:

- There was no breach by the Insured; or
- The contravention occurred because of true negligence or true error in judgment; or
- The interest was so remote or insignificant that it would not have had any influence in the matter.

## Additional Information

Coverage is provided for elected or appointed members of the Named Insured including any Member of its Boards, Commissions or Committees as defined in the 'Conflict of Interest Act' while performing duties related to the conduct of the Named Insured's business.

Conflict of Interest coverage is applicable to only those classes of businesses that are subject to the Municipal Conflict of Interest Act (or other similar Provincial legislation in the respective province of the Insured).

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# Legal Expense Coverage Highlights

## Coverage Features

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We offer comprehensive Legal Expense Coverage to protect an Insured against the cost of potential legal disputes arising out of your operations.

- Coverage will pay as costs are incurred.
- Broad Core Coverage.
- Optional Coverage.
- Coverage for Appeals for Legal Defence Costs and any Optional Coverage purchased.
- Unlimited Telephone Legal Advice and access to Specialized Legal Representation in event of legal disputes.
- Additional Optional Coverage available.
- Broad Definition of Insured including managers, employees and volunteers.

## Broad Core Coverage

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The core coverage provides Legal Defence Costs for:

- Provincial statute or regulation (including human rights tribunals).
- Criminal Code Coverage when being investigated or prosecuted. Coverage is applicable whether pleading guilty or a verdict of guilt is declared.
- Civil action for failure to comply under privacy legislation.
- Civil action when an Insured is a trustee of a pension fund for the Named Insured's employees.

## Optional Coverage

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In addition to the Core Coverage an Insured can mix and match any of the following Optional Coverage:

- Contract Disputes and Debt Recovery
- Statutory License Protection
- Property Protection
- Tax Protection

## Limits and Deductibles

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- Coverage is subject to an Occurrence and an Aggregate Limit.
- The Core Coverage is typically written with no deductible however a deductible may be applied to Optional Coverage.

## Exclusions

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- Each Insuring Agreement is subject to Specific Exclusions and Policy Exclusions.
- Municipal Conflict of Interest Act (or other similar provisions of other Provincial legislation) is excluded.  
\* Conflict of Interest Coverage may be provided under a separate policy for eligible classes of business.

## Telephone Legal Advice and Specialized Legal Representation

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- General Advice (available from 8 am until 12 am local time, 7 days a week).
- Emergency access to a Lawyer 24 hours a day, 7 days a week.
- Services now automatically include the option of using an appointed representative from a panel of Lawyers with expertise in a variety of areas.

## **Client Material and Wallet Card**

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- The 'Legal Expense Important Information' wording attached to each policy explains the steps that are to be taken in event of a claim.
- A wallet card is now attached to the policy which the Named Insured can copy & distribute to each Insured (e.g. managers, employees, etc.).

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# Property Coverage Highlights

## Overview

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Property insurance is about planning for the unexpected and protecting your physical assets in order to minimize your business disruption should a loss occur. It is important that your property insurance includes broad coverage to protect these assets (e.g. buildings and other property you own, lease or are legally liable for) from direct physical loss.

We will work closely with you to customize a property coverage solution. We cover a wide variety of property, including buildings, inventory and supplies, office furniture and fixtures, computers, electronics, equipment (including unlicensed mobile equipment, maintenance and emergency equipment) and other unique property.

The Intact Public Entities property wording is flexible and adaptable. Your policy will be comprised of a Base Property Wording and a Municipal & Public Administration Extension of Coverage Endorsement as well as any miscellaneous or specific endorsements to tailor coverage to meet your needs.

## Features and Benefits

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Features and Benefits include:

- Coverage is typically written on an all-risk basis including replacement cost.
- Our standard practice is to write property on a Property of Every Description (POED) or blanket basis, however, coverage can be scheduled separately if required.
- No margins clause and no statement of values required.
- We have two Deductible Clauses: A standard Deductible Clause and a Dual Policy Deductible Clause. The Dual Policy Deductible clause states how a deductible will be applied when there is both an automobile policy and a property policy involved in the same loss (when both policies are written with Intact Public Entities)
- Worldwide Coverage
- Unlicensed Equipment (e.g. Contractors Equipment): Automatically includes Replacement Cost as the basis of settlement regardless of age. This can be amended to an Actual Cash Value (ACV) or Valued basis if required (applicable only if the Insured owns the unlicensed equipment)
- Flood and Earthquake coverage are available

## Supplemental Coverage Under the Base Property Wording

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The Base Property Wording automatically includes numerous Supplemental Coverages such as:

- Building Bylaws
- Building Damage by Theft
- Debris Removal Expense
- Electronic Computer Systems
- Expediting Expense
- Fire or Police Department Service Charges
- First Party Pollution Clean-Up Coverage
- Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss)
- Furs, Jewellery and Ceremonial Regalia
- Inflation Adjustment
- Live Animals, Birds or Fish
- Newly Acquired Property
- Professional Fees
- Property at Unnamed Locations
- Property Temporarily Removed including while on Exhibition and during Transit
- Recharge of Fire Protective Equipment
- Sewer Back Up and Overflow

**Note:** The Supplemental Coverage does not increase your Total Sum Insured in most cases.

## **Municipal & Public Administration Extensions of Coverage Endorsement**

Each Extension of Coverage has an individual Limit of Insurance and will be shown on the Summary of Coverage/Declarations Page.

The Limit of Insurance for each Extension of Coverage is over and above the Total Sum Insured (unless shown as 'included' on the declarations or otherwise stipulated within the wording).

- Accounts Receivable
- Bridges and Culverts
- Building Coverage Owned Due to the Non Payment of Municipal Taxes – *Named Perils Coverage applies.*
- Building(s) in the Course of Construction Reporting Extension
- By Laws – Governing Acts
- Consequential Loss caused by Interruption of Services
- Cost to Attract Volunteers Following a Loss
- Docks, Wharves and Piers
- Errors and Omissions
- Exterior Paved Surfaces
- Extra Expense
- Fine Arts at Own Premises and Exhibition Site
- Fundraising Expenses
- Green Extension
- Growing Plants
- Ingress and Egress
- Leasehold Interest
- Master Key
- Peak Season Increase
- Personal Effects
- Property of Others
- Rewards: Arson, Burglary, Robbery and Vandalism
- Signs
- Vacant Properties – *Named Perils Coverage applies on an Actual Cash Value basis.*
- Valuable Papers

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## Program Options Highlights of Coverage

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

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# Crime Coverage Options

## Extortion Coverage (Threats to Persons and Threats to Property)

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Coverage for both 'Threats to a Person' and 'Threats to Property' are sold together with a separate limit of insurance applying to each.

### Threats to Person:

- Coverage responds when a threat is communicated to the Insured to do bodily harm to a director, officer or partner of the Insured (or a relative) when these persons are being held captive and the captivity has taken place within Canada or the U.S.A.

### Threats to Property:

- Coverage responds when a threat is communicated to the Insured to do damage to the premises or to property of the Insured is located in Canada or the U.S.A.

## Pension or Employee Benefit Plan Coverage

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Coverage is for loss resulting directly from a dishonest or fraudulent act committed by a fiduciary (a person who holds a position of trust) in administering a pension or employee benefit plan. Coverage is provided whether the fiduciary is acting alone or in collusion with others. Fiduciary relationships may be created by statute however; individuals may also be deemed fiduciaries under common law.

## Residential Trust Fund Coverage (for Select Classes of Business Only)

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- Covers loss of property (money, securities or other property) belonging to a resident when it is held in trust by a residential facility. Coverage is for loss directly attributable to fraudulent act(s) committed by an employee of the facility whether the employee was acting alone or in collusion with others.
- A residential facility comprises a wide range of facilities and includes any residential facility operated for the purpose of supervisory, personal or nursing care for residents.
- Coverage stipulates that the 'resident' must be a person who is unable to care for themselves (this could be due to age, infirmity, mental or physical disability).
- When a resident is legally related to the operator of the residential facility, coverage is specifically excluded.

## Credit Card Coverage

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Coverage is for loss from a third party altering or forging a written instruction in connection with a corporate credit card issued to an employee, officer or partner.

## Client Coverage (Third Party Bond)

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Coverage is extended to provide for theft of a clients' property by an employee (or employees) of the Insured.

## Fraudulently Induced Transfer Coverage

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Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.

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# Fraudulently Induced Transfer Endorsement Coverage Highlights (Social Engineering)

## Overview

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Fraud today has become much more sophisticated and complex with Fraudulently Induced Transfer Crimes (otherwise known as Social Engineering) trending in today's marketplace. In response to this trend we now offer a Fraudulently Induced Transfer Endorsement as part of our suite of Crime Coverage.

These types of crimes are usually a targeted approach where criminals are after something definite from the target, either money (usually in the form of a wire transfer) or information (such as a list of vendors, routing numbers, etc.). Often times communications are sent to an employee (most often via email, telephone or a combination of the two), which are doctored to appear as if they are sent by a senior officer of the company or by one of its customers or vendors. Essentially criminals prey on human and procedural vulnerabilities. The standard crime coverage does not respond to these types of losses as an employee of the organization has voluntarily parted with the money or securities and would be considered an active participant in the loss.

### Example 1

Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

### Example 2

Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

Fraudulently Induced Transfer coverage is an optional endorsement that may be purchased. Coverage is subject to a satisfactory supplementary application being completed.

## Fraudulently Induced Transfer Losses, Cyber Losses and Current Crime Policies

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Even though this fraud often involves emails and wire transfers, cyber policies are not designed to cover them:

- Cyber policies cover losses that result from unauthorized data breaches or system failures. Fraudulently Induced Transfer actually depends on these systems working correctly in order to communicate with an organization's employees and transfer information or funds.
- Crime policies cover losses that result from theft, fraud or deception. As the underlying cause of a loss is 'fraud', a company would claim a loss under its crime policy rather than its cyber policy. Without this endorsement, coverage would be denied under a crime policy due to the Voluntary Parting Exclusion.

## Fraudulently Induced Transfer Endorsement Features

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- Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured (employee) has transferred, paid or delivered money or securities to this third party.
- Fraudulently Induced Transfer is defined as: The intentional misleading of an employee, through misrepresentation of a material fact which is relied upon by an employee, believing it to be genuine to voluntarily transfer funds or valuable information to an unintended third party.

## Limits and Deductible

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The Fraudulently Induced Transfer Endorsement is subject to:

- Separate Limits of Insurance (both an Occurrence and Aggregate);
- A separate deductible;
- Limits ranging from \$10,000 - \$100,000.

# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

## Overview

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- Transport Canada is responsible for regulating UAV's. Their terminology for UAV's (Unmanned Aerial Vehicles) has changed and these are now considered to be Remotely Piloted Aircraft Systems (RPAS) rather than UAV's (Unmanned Aerial Vehicles). Regulations regarding operator licensing has also changed.
- Liability or property policies can be enhanced with endorsements to cover Remotely Piloted Aircraft Systems (RPAS) or UAV's. Coverage may be available when operators are in compliance with current regulations. Coverage offered is intended to close the gap in liability and property insurance because of aviation exclusions.

## Property Coverage

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- Property: (Optional Coverage).
- All Risk Coverage for the Remotely Piloted Aircraft Systems (RPAS) including all permanently attached equipment and Ground or Operating Equipment (including any detachable equipment such as cameras etc.).
- Coverage includes electrical and mechanical breakdown.
- Basis of settlement options include: Replacement Cost, Valued Amount or Actual Cash Value.
- **In addition to the standard exclusions within the Property All Risk Wording, the following exclusions also apply:**
- Those used for military purposes, personal or recreational use.
- Those being rented to, leased to or lent to others.
- Mysterious disappearance after commencement of a flight unless Remotely Piloted Aircraft Systems - RPAS (UAV) remains unrecovered for 30 days.
- If they are not in compliance with the manufacturer's specifications (e.g. the weight payload) is exceeded, when operated in wind at a higher speed than recommended etc.).
- Remotely Piloted Aircraft Systems - RPAS (UAV's) must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the Remotely Piloted Aircraft Systems -RPAS (UAV) or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the Remotely Piloted Aircraft Systems - RPAS (UAV) or the equipment.

## Liability Coverage

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- While Transport Canada mandates a minimum amount of insurance (\$100,000), coverage will follow the liability limit up to \$15,000,000. Higher limits may be available.
- We will extend liability to Remotely Piloted Aircraft Systems (RPAS).
- Having a range of up to a maximum of 1km from the operator.
- With an altitude of 500 metres or less.
- Operators meeting all Transport Canada regulations.
- Not being used for military purposes, personal or recreational use.

## Important Information

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While our endorsements are primarily designed to offer coverage for Remotely Piloted Aircraft Systems - RPAS (UAV's) 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions, and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2022 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# EXHIBIT “A”

Estimate of Values

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**The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Intact Public Entities and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Intact Public Entities, significant interference with its competitive position and/or cause it undue loss.**

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# Policy certificate

## Insurance effected through the Coverholder:

CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

## IDENTIFICATION OF INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

## PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

**NOTICE**



Any notice to the Underwriters may be validly given to: Holman Insurance Brokers Ltd, 1 Valleywood Dr, Suite 100, Markham ON, L3R 5L9, Canada.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'AR Holman', with a wavy line extending to the right.

**Authorized Official**

**Please examine this document carefully.** If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.

## DECLARATIONS

POLICY NUMBER:	ESL0439622974
UNIQUE MARKET REFERENCES:	B087522C9N5047
THE INSURED:	Middlesex London Health Unit
ADDRESS:	50 King Street London, ON N6A 5L7 Canada
NAME OF LICENSED CANADIAN INTERMEDIARY:	Holman Insurance Brokers Ltd
THE UNDERWRITERS:	Underwritten by certain Lloyd's underwriters and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 01 Mar 2023
THE EXPIRY DATE:	00:01 Local Standard Time on 01 Mar 2024
TOTAL PAYABLE:	CAD50,750.00
Broken down as follows:	
Premium:	CAD50,000.00
Policy Administration Fee:	CAD750.00
BUSINESS OPERATIONS:	Administering health promotion and disease prevention programs to advocate for healthy public policy
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
RETROACTIVE DATE:	Unlimited
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
APPROVED CLAIMS PANEL PROVIDERS:	CFC Response
CYBER INCIDENT MANAGER:	CFC Underwriting Limited
CYBER INCIDENT RESPONSE LINE:	In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1800-607-1355 or email <a href="mailto:cyberclaims@cfcunderwriting.com">cyberclaims@cfcunderwriting.com</a>
WORDING:	Cyber, Private Enterprise (CA) v3.0
ENDORSEMENTS:	Regulatory Statement (CAN) Subjectivity Condition Clause Cyber Crime Aggregate Limit of Liability Amendatory Clause Choice of Law, Jurisdiction and Service of Suit Condition Amendatory Clause

## DECLARATIONS

### THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

#### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

##### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD0	each and every claim

##### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	CAD50,000	each and every claim, subject to a maximum of 10% of all sums <b>we</b> have paid as a direct result of the <b>cyber event</b>
Deductible:	CAD0	each and every claim



## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION D: EXTORTION

Limit of liability: CAD5,000,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION F: TELEPHONE HACKING

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION G: PUSH PAYMENT FRAUD

Limit of liability: CAD50,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION H: UNAUTHORISED USE OF COMPUTER RESOURCES

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: CAD5,000,000 each and every claim

Deductible: CAD30,000 each and every claim

#### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: CAD5,000,000 each and every claim, sub-limited to CAD1,000,000 in respect of **system failure**

Deductible: CAD30,000 each and every claim

#### SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: CAD100,000 each and every claim

Deductible: CAD30,000 each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: CAD5,000,000 each and every claim, sub-limited to CAD1,000,000 in respect of **system failure**

Deductible: CAD30,000 each and every claim

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: CAD5,000,000 each and every claim

Deductible: CAD30,000 each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability: CAD25,000 each and every claim

Deductible: CAD0 each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: CAD5,000,000 each and every claim

Deductible: CAD30,000 each and every claim

## THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

### INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

#### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION D: REGULATORY FINES

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 5: MEDIA LIABILITY

#### SECTION A: DEFAMATION

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



## INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: CAD100,000 in the aggregate

Deductible: CAD0 each and every claim

## SIGNING OF THIS POLICY BY THE LLOYD'S ATTORNEY IN FACT IN CANADA

For the added comfort and security of our policyholders this policy will also be signed by the representative of Lloyd's Underwriters in Canada, the Attorney in Fact.

The policy signed by the Attorney in Fact will replace this document as the official contract of insurance between you and us. In the interim this document is your valid policy which you should use if you need to make a claim.

CFC Underwriting will act as the sub-agent of the Attorney in Fact for the purpose of communicating the policy signed by the Attorney in Fact to you and your broker.

The policy signed by the Attorney in Fact will normally be available from two working days after you go on cover with us. To download this policy please click on the link below:

<http://aif.cfcunderwriting.com/download/get/d688d581-81a4-4276-8056-33719dcf8bab>

## INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance Companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180

01/11/11

## OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Registration Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/). Alternatively the Financial Conduct Authority may be contacted on +44 (0)800 111 6768.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## COMPLAINTS

The "LLOYD'S UNDERWRITERS POLICYHOLDERS COMPLAINT PROTOCOL" Section of the Policy is deleted in its entirety and replaced with the following:

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at [complaints@cfcunderwriting.com](mailto:complaints@cfcunderwriting.com) or please write to:

Chief Executive Officer  
CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

We will aim to acknowledge your complaint within 2 business days following receipt and will aim to respond to your complaint within 10 business days.

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's Canada Inc. The contact details are as follows:

Complaints Officer,  
Royal Bank Plaza South Tower  
200 Bay Street  
Suite 2930  
PO Box 51  
Toronto  
Ontario M5J 2 J2.  
Tel: 1-877-455-6937  
Email: [info@lloyds.ca](mailto:info@lloyds.ca)



If you remain dissatisfied after Lloyd's Canada Inc. has considered your complaint, you may have the right to refer your complaint to the following organisations:

General Insurance OmbudService (GIO) – assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

Website: <https://giocanada.org/>

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) – provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor,

Ottawa

ON K1R 1B9

Tel: 1-866-461-3222 (Services in English)

Tel: 1-866-461-2232 (Services in French)

Website: [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

For clients based in Quebec only:

Autorité des marchés financiers (AMF)- The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaints protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action is appropriate and if both parties agree to it. The AMF can be reached at:

Toll free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

Website: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.



In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at [dataprotection@cfcunderwriting.com](mailto:dataprotection@cfcunderwriting.com).

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>



## SUBJECTIVITY CONDITION CLAUSE

ATTACHING TO POLICY NUMBER: ESL0439622974  
THE INSURED: Middlesex London Health Unit  
WITH EFFECT FROM: 01 Mar 2023

It is understood and agreed that the following **CONDITION** is added to this Policy:

### Subjectivities

The cover provided by this Policy is conditional upon **you** providing **us** with some additional information as detailed in the table below together with the dates by which **we** must have received this information.

Additional information:	Due date:
Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents.	31 Mar 2023

Upon receiving this additional information **we** reserve the right to change the terms or conditions of this Policy, including amending the premium, or to issue notice of cancellation in accordance with the "Cancellation" **CONDITION**.

If **we** change the terms or conditions of this Policy, this constitutes a counteroffer which **you** may accept or decline. If **you** decline **our** counteroffer **we** will issue notice of cancellation in accordance with the "Cancellation" **CONDITION**.

If the additional information is not received by the due dates shown in the table above **we** may, at **your** request, consider extending the due dates or **we** may issue a notice of cancellation in accordance with the "Cancellation" **CONDITION**.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**

## CYBER CRIME AGGREGATE LIMIT OF LIABILITY AMENDATORY CLAUSE

ATTACHING TO POLICY ESL0439622974

NUMBER:

THE INSURED: Middlesex London Health Unit

WITH EFFECT FROM: 01 Mar 2023

It is understood and agreed that the following amendments are made to the Declarations page:

1. Where the words **"THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT"** appear, they are deleted in their entirety and replaced with the following:

**"INSURING CLAUSES 1, 2 (SECTION D ONLY) AND 3 ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT. INSURING CLAUSE 2 (OTHER THAN SECTION D ONLY) IS SUBJECT TO AN AGGREGATE LIMIT".**

2. The following is added to **INSURING CLAUSE 2**:

**ALL SECTIONS COMBINED (OTHER THAN SECTION D ONLY)**

Aggregate limit of CAD500,000 in the aggregate liability:

3. The maximum amount **we** will pay under **INSURING CLAUSE 2 (SECTION G only)** is stated below and not as stated in the Declarations page:

Aggregate limit of CAD50,000 in the aggregate liability:

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**

## CHOICE OF LAW, JURISDICTION AND SERVICE OF SUIT CONDITION AMENDATORY CLAUSE

ATTACHING TO POLICY ESL0439622974  
NUMBER:

THE INSURED: Middlesex London Health Unit

WITH EFFECT FROM: 01 Mar 2023

It is understood and agreed that the "Choice of law" **CONDITION** is deleted in its entirety and replaced with the following:

### **Choice of law, jurisdiction and service of suit**

This Policy will be interpreted under, governed by and construed in all respects in accordance with the law of the jurisdiction of the place of registration of the company named as the insured in the Declarations page and **we** and **you** agree to submit to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company named as the insured in the Declarations page.

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**



## MIDDLESEX-LONDON HEALTH UNIT

REPORT NO. 09-23FFC

TO: Chair and Members of the Finance and Facilities Committee

FROM: Emily Williams, Chief Executive Officer  
Dr. Alexander Summers, Medical Officer of Health

DATE: 2023 May 11

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### **EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP) SERVICES CONTRACT EXTENSION**

#### ***Recommendation***

*It is recommended that the Finance & Facilities Committee recommend that the Board of Health receive Report No. 09-23FFC: “Employee and Family Assistance Program (EFAP) Services Contract Extension” for information.*

#### **Key Points**

- The contract for Homewood Health was extended by the Middlesex-London Health Unit.
- These services were originally recommended by an internal employee committee who reviewed the RFP process and selected Homewood Health as the Service Provider for the Employee and Family Assistance Program (EFAP).
- The value of the contract \$26,208 per year based on an estimated utilization rate of 20%.

#### **Background**

The Middlesex-London Health Unit (MLHU) has had a contract with Homewood Health for the provision of the Employee and Family Assistance Program (EFAP) since 2016, following a competitive bidding process. Utilization continues to exceed budgeted amounts, indicating employees are satisfied with the services provided.

#### **Contract Award**

The current contract with Homewood Health expired on March 31, 2023 and has been extended with no increase in pricing for one additional year. The services provided by Homewood Health have met the needs of the organization, specifically with the capacity for telephonic, online, and virtual counselling. Homewood Health has also offered an extension to the existing contract at the same negotiated rates from 2016, factoring in increased baseline staffing levels. Based on these factors, especially considering inflationary pressures, MLHU has extended the current contract for an additional year. This is a non-competitive purchase under the [Policy G-230A \(Appendix A\)](#), Section 3.0 where only one source of supply is acceptable and cost effective.

#### **Next Steps**

MLHU staff have signed the contract extension for one-year and will continue EFAP services with Homewood Health until March 31, 2024.

This report was prepared by the Healthy Organization Division.

Handwritten signature of Emily Williams in cursive script.

Emily Williams BScN, RN, MBA, CHE  
Chief Executive Officer

Handwritten signature of Alexander T. Summers in cursive script.

Alexander Summers, MD, MPH, CCFP, FRCPC  
Medical Officer of Health



## **PROCUREMENT**

### **PURPOSE**

To ensure that the Middlesex-London Health Unit (MLHU) obtains the best value when purchasing goods or contracting services.

To ensure MLHU procurement processes and decisions are open, transparent and fair, and comply with obligations set out in the Ontario Public Health Standards (OPHS) and relevant trade agreements.

### **POLICY**

The protocol (Appendix A) prescribed in this policy shall be followed to make a contract award or to make a recommendation of a contract award to the Board of Health. This ensures that the MLHU procures the necessary quality and quantity of goods and/or services in an efficient, timely and cost effective manner, while maintaining the controls necessary for a public agency.

The policy encourages an open and competitive bidding process for the acquisition and disposal of good and/or services and the objective and equitable treatment of all vendors.

The policy also ensures the best value is attained for MLHU. This may include, but not be limited to, the determination of the total cost of performing the intended function over the lifetime of the task, acquisition cost, installation, disposal value, disposal cost, training cost, maintenance cost, quality of performance and environmental impact.

### **APPENDICES**

Appendix A – MLHU Procurement Protocols

### **APPLICABLE LEGISLATION AND STANDARDS**

Ontario Public Health Standards  
Canadian Free Trade Agreement  
Canada-EU Comprehensive Economic and Trade Agreement  
Ontario-Quebec Trade and Cooperation Agreement

### **RELATED POLICIES**

G-200 Approval and Signing Authority  
G-220 Contractual Services