



The Corporation of the Town of Lakeshore

SECTION 5

CURRENT INSURANCE PROGRAM HIGHLIGHTS

- ❖ Municipal Liability Insurance
- ❖ Errors & Omissions Liability Insurance
- ❖ Non-Owned Automobile Insurance
- ❖ Environmental Liability Insurance
- ❖ Crime Insurance
- ❖ Councillors' Accident Insurance
- ❖ Conflict of Interest Insurance
- ❖ Legal Expense Insurance
- ❖ Property Insurance
- ❖ Boiler & Machinery Insurance
- ❖ Automobile Fleet

MUNICIPAL LIABILITY INSURANCE
(OCCURRENCE FORM)

1. NAMED INSURED:
Corporation of the Town of Lakeshore
2. DESCRIPTION:
Insures all operations of the Town against claims arising from bodily injury, property damage, and personal injury.
3. LIMITS OF PROTECTION PER OCCURRENCE:
\$ 25,000,000. Any one liability claim with no annual aggregate.

\$ 250,000. Wrongful Dismissal (legal expense) Limit per claim:
\$ 250,000. Annual Aggregate Limit:
4. DEDUCTIBLE:
\$ 25,000. Third Party Claims Deductible (including expenses):
\$ 25,000. Sewer Backup per Claimant Deductible (including expenses):
\$ 5,000. Wrongful Dismissal Deductible:
5. POLICY COVERAGE AND CONDITIONS:
 - Bodily injury, property damage and personal injury and professional liability
 - No annual aggregate
 - Separate limit of liability
 - Broad definition of insured applies, including: Councillors, Employees, Statutory Officers, Firefighters, Volunteers, Boards, Commissions and Committees.
 - Cross Liability included
 - Employers' Liability
 - Contractual Liability
 - Liquor Liability
 - Products Liability
 - Malpractice Liability
 - Blanket Tenants' Legal Liability
 - No exclusion for sexual, physical or mental abuse
 - Coverage applies Worldwide
 - Medical Malpractice
 - Municipal Marina Liability
6. ATTACH SPECIMEN COPY OF PROPOSED POLICY.
7. LIST EXCLUSIONS.

ERRORS AND OMISSIONS LIABILITY INSURANCE
(CLAIMS MADE POLICY)

1. NAMED INSURED:
Corporation of the Town of Lakeshore
2. DESCRIPTION:
Insures the Town for claims arising from an error, omission, misleading statement or neglect or breach of duty.
3. LIMITS OF PROTECTION PER CLAIM:
\$ 25,000,000. Any one claim with no annual aggregate.
4. DEDUCTIBLE, INCLUDING EXPENSES:
\$ 25,000.
5. POLICY COVERAGE AND CONDITIONS:
 - Broad form definition of Insured applies including: Councillors, Employees, Statutory Officers, Firefighters, Volunteers, Boards, Commissions and Committees.
 - Separate Limit of Liability applies.
 - Administration of Employee Benefits Programs included to the full policy limit
 - Coverage applies Worldwide.
6. ATTACH SPECIMEN COPY OF PROPOSED POLICY.
7. LIST EXCLUSIONS.

NON-OWNED AUTOMOBILE INSURANCE

1. NAMED INSURED:
Corporation of the Town of Lakeshore
2. DESCRIPTION:
Provides legal liability protection against claims arising out of accidents involving vehicles not owned by the Town, but being operated on their behalf.
3. LIMITS OF PROTECTION PER OCCURRENCE:
\$ 25,000,000. Any one liability claim, with no annual aggregate
\$ 250,000. Legal Liability for Non-Owned Vehicles (S.E.F. No. 94)
All Perils Physical Damage
4. DEDUCTIBLE:
\$ 500. SEF. No. 94
5. POLICY COVERAGE AND CONDITIONS:
 - Main coverage is as per S.P.F. No. 6 – Non-Owned Automobile Policy
 - Comprehensive form.
 - Separate limit of liability applies
 - Coverage is extended to provide excess automobile liability insurance, to the policy limit, for Councillors, Board Members, Officers, Employees and Volunteers for claims arising while driving their own vehicles on municipal business.
 - Physical damage coverage is provided for the Town's contractual and legal liability for damage to vehicles not owned by the corporation or any other insured.
6. ATTACH SPECIMEN COPY OF PROPOSED POLICY.
7. LIST EXCLUSIONS.

ENVIRONMENTAL LIABILITY INSURANCE
(CLAIMS MADE POLICY)

1. NAMED INSURED:

Corporation of the Town of Lakeshore

2. DESCRIPTION:

Protects the Town from environmental liability for claims because of bodily injury, property damage and the prevention, control, repair, clean-up or restoration of environmental impairment.

3. LIMIT OF PROTECTION PER CLAIM:

\$ 2,000,000. Any one liability claim
\$ 4,000,000. Annual aggregate

4. SELF-INSURED RETENTION:

\$ 25,000.

5. POLICY COVERAGE AND CONDITIONS:

- Broad form definition of Insured applies, including: Councillors, Employees, Statutory Officers, Firefighters, Volunteers, Boards, Commissions and Committees.
- Broad definition of Environmental Impairment applies.
- Coverage is included for sudden and accidental events and for liability resulting from events that occur gradually and over a period of time.
- Separate limits of liability apply specifically to this coverage.
- Coverage is included for liability arising out of the escape of contaminants from properties previously owned, leased or operated by the Town.
- Coverage is included for impairment caused by owned watercraft.
- Coverage applies worldwide.
- No exclusion for landfill sites, open or closed.
- No exclusion for fuel tanks, above or underground.

6. ATTACH SPECIMEN COPY OF PROPOSED POLICY.

7. LIST EXCLUSIONS.

CRIME INSURANCE

1. NAMED INSURED:

Corporation of the Town of Lakeshore

2. DESCRIPTION:

Provides protection to the Town for the loss of money, securities and other property through the fraudulent or dishonest acts of employees and others.

3. LIMITS OF PROTECTION:

Commercial Blanket Bond Package	\$1,000,000.
Money Orders & Counterfeit Paper	Included to Bond Limit
Depositors' Forgery	Included to Bond Limit
Audit Expense (Sub-limit \$100,000)	Included
Money and Securities – Blanket any Location	\$200,000.
Excess on Securities	\$100,000.
Computer Fraud or Funds Transfer Fraud	\$200,000.

4. DEDUCTIBLE:

On All Cover – NIL.

5. POLICY COVERAGE AND CONDITIONS:

- Coverage to be provided on a Commercial Blanket Bond package, and may include:
 - Employee dishonesty
 - Loss of money and securities
 - Money order and counterfeit paper currency
 - Depositors forgery
- Audit expense coverage to be in addition to overall bond limit, subject to maximum amount specified
- Employee is extended to include all persons holding positions in the Town's service that are not compensated, and includes members of Council, members of all Boards, Commissions and Committees appointed by and under Council's jurisdiction.
- Definition of "messenger" is extended to include persons not compensated
- None of the cover is to include a deductible nor a minimum loss wording

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7. LIST EXCLUSIONS.

COUNCILLORS' ACCIDENT INSURANCE

1. NAMED INSURED:

Corporation of the Town of Lakeshore

2. DESCRIPTION:

This policy provides accident insurance coverage for the benefit of the Town's elected officials. All benefits are payable in addition to any other benefits that the injured person may be in receipt of.

Persons to be covered are:

List Mayor, Deputy-Mayor and Six (6) Councillors. Also Forty (40) Pump Commissioners

3. LIMITS OF PROTECTION:

Schedule of Benefits:

Principal Sum for Loss of Life	\$250,000.
Capital Sum for Dismemberment	\$250,000.
Paralysis	\$500,000.
Weekly Indemnity – Total Loss of Time (Payable for Life)	\$500.
Weekly Indemnity – Partial Loss of Time (Payable for One Year)	\$300.
Funeral Expenses	\$10,000.
Blanket Accident Expenses	\$10,000.

4. DEDUCTIBLE:

NIL.

5. POLICY COVERAGE AND CONDITIONS:

- Insured Persons are covered while they are acting within the scope of their duties, including all travel required.
- No age limit restriction
- No aggregate limit
- No waiting periods for weekly income
- Weekly indemnities are paid in full regardless of the individual's employment status
- Weekly indemnity for Total Loss of Time is payable for life
- Blanket accident expenses include dental, chiropractic, registered nurse, podiatrist, ambulance, drugs, crutches, etc.

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7. LIST EXCLUSIONS.

CONFLICT OF INTEREST INSURANCE

1. NAMED INSURED:

Corporation of the Town of Lakeshore

2. DESCRIPTION:

This policy provides for the reimbursement of legal fees and expenses incurred by the elected or appointed members of Council who are charged under the Municipal Conflict of Interest Act, provided that the court finds:

- (1) that there has been no contravention, or
- (2) contravention has occurred by reason of inadvertence, remoteness, or insignificance, or
- (3) Contravention has occurred by reason of a bona fide error in judgment.

3. LIMITS OF PROTECTION:

Coverage is provided for 100% of legal fees and disbursements up to a maximum limit of \$100,000. In respect of each individual Insured's claim. No Annual Aggregate Limit.

4. POLICY COVERAGE AND CONDITIONS:

- Coverage is provided in respect of each individual Insured's claim up to the maximum limit.
- Separate limit of insurance applies.
- No annual aggregate limit applies.
- Coverage is extended to include any member of a Board, Commission or Committee of the Insured as defined by the Municipal Conflict of Interest Act.
- Coverage is also included for any subsequent proceedings under the Act.
- The insured is able to select and instruct legal counsel with no intervention by the insurer.

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6. LIST EXCLUSIONS.

LEGAL EXPENSE INSURANCE

1. NAMED INSURED:

Corporation of the Town of Lakeshore

2. DESCRIPTION:

This form of insurance provides for the reimbursement of legal fees and expense incurred by the Town in defence of charges laid for an alleged offence under any Statute of the Province of Ontario (except for the Highway Traffic Act and the Municipal Conflict of Interest Act).

Examples of the more common Statutes where such exposure exists are:

- Environmental Protection Act
- Municipal Freedom of Information and Protection of Privacy Act
- Occupational Health and Safety Act
- Ontario Water Resources Act
- Pesticides Act
- Municipal Elections Act

3. LIMITS OF PROTECTION:

Coverage is provided for 100% of legal fees and disbursements up to \$ 100,000. Subject to an annual aggregate for all claims of \$ 250,000.

4. POLICY COVERAGE AND CONDITIONS:

- Broad form definition of Insured applies, including: Councillors, Employees, Statutory Officers, Firefighters, Volunteers, Boards, Commissions and Committees.
- Separate limits of insurance apply.
- Coverage applies for both “guilty” and “not guilty” outcomes.
- The insured is able to select and instruct legal counsel with no intervention by the insurer.

5. ATTACH SPECIMEN COPY OF PROPOSED POLICY.

6. LIST EXCLUSIONS.

PROPERTY INSURANCE (INCLUDING DATA PROCESSING INSURANCE)

1. NAMED INSURED:

Corporation of the Town of Lakeshore

2. DESCRIPTION:

Insures the Town's buildings, contents and equipment or other property for which the Town is legally liable or has agreed in advance to insure, for damage caused by "All Risks" of direct physical loss or damage.

3. LIMITS OF INSURANCE:

Total Sum Insured	\$ 83,660,044.
Valuable Papers	\$ 500,000.
Accounts Receivable (other than Data Processing)	\$ 500,000.
Extra Expense (other than Data Processing)	\$ 500,000.
Media (other than Data Processing)	\$ 500,000.

Business Interruption:

Rent or Rental Value Form	\$ 500,000.
Gross Revenue Form	\$ 1,162,744

Data Processing:

Systems and Equipment	\$ 238,000.
Media	\$ 1,500.
Extra Expense	\$ 1,500.

Demolition and Debris Removal – Named Perils	\$ 2,233,800.
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Fine Arts Form	\$ 40,000.
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4. DEDUCTIBLE \$ 10,000.

Exceptions:

Data Processing	\$ 2,500.
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Note: Property Insured (See list of properties in Exhibit "A" attached)

PROPERTY INSURANCE (including Data Processing Insurance) (Cont'd)

5. POLICY COVERAGE AND CONDITIONS:

- Broad Definition of property insured
- No co-insurance clause
- Replacement cost coverage provided
- Worldwide coverage included
- Replacement on same site not required
- No restriction on property in transit and coverage is provided to policy limit
- Newly acquired property is automatically included with no limit other than the policy limit
- Sewer back-up coverage included
- By-law coverage included to the policy limit
- Permission is granted: to make additions, alternations and repairs; for property to remain vacant or unoccupied; to keep and use materials as usual and necessary to the Insured's business.
- Debris removal (including Environmental/Pollution Clean-up) included to policy limit
- If a single loss involves both the Automobile and Property Insurance policies, the Property policy deductible is waived only on any insured property attached to the automobile.
- One deductible applies should there be a loss involving both the property and boiler and machinery insurance policies

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