

## SUMMARY OF DIRECTORS' & OFFICERS' LIABILITY COVERAGE FOR CLUBS & DIVISIONS

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| <b>Insured:</b>                    | Covers the Named Entity as described: <ul style="list-style-type: none"> <li>Divisions, Provincial Organizations and Member Clubs of CADS, SJC, NCC, CSF, CFSA, CSSA, TSCT, ACA, CCC and The Canadian Snowsports Association (WEL, WMSC, WSEG, DMNTCS, CSHFM,FSCF) and any individual who was, now is or shall be a director, officer, trustee, employee, volunteer or member of any duly constituted committee of the ENTITY.</li> </ul>  |
| <b>Limits of Liability:</b>        | \$ 1,000,000 per claim (Basic – some entities have purchased increased limits)<br>\$10,000,000 annual aggregate  |
| <b>Deductible:</b>                 | \$ 0   |
| <b>Insuring Agreement:</b>         | The INSURER agrees to pay on behalf of the INSURED(S) all LOSS that they may become legally obligated to pay as a result of a CLAIM.<br>The policy applies only to CLAIMS first made against the INSURED(S) during the POLICY PERIOD and then only if reported to the INSURER during the POLICY PERIOD.  |
| <b>Definition of Claim:</b>        | "CLAIM" means written or oral notice received by the INSURED(S) from any party that it is the intention of such party to hold the INSURED(S) responsible for a WRONGFUL ACT.   |
| <b>Definition of Wrongful Act:</b> | "WRONGFUL ACT" means any actual or alleged defamation, breach of duty, neglect, error, misstatement, misrepresentation, omission or other act done or attempted by any INSURED in the discharge of their duties solely in their capacity with the ENTITY or any matter claimed against them solely by reason of their status as an individual INSURED in their capacity with the ENTITY. This includes defense of employment practices and fiduciary liability claims.   |
| <b>Coverage:</b>                   | <ul style="list-style-type: none"> <li>Applies to claims brought within Canada (World-wide coverage is available if an ENTITY specifically requires it)</li> <li>Includes Spousal Coverage</li> <li>Includes Extension Side A Coverage - \$1,000,000 limit</li> <li>Includes Cyber Security - \$100,000 limit</li> <li>Includes Penal Defense Cost Reimbursement - \$500,000 limit</li> <li>Severability applies to the exclusions and terms and conditions</li> <li>The "mental anguish" exclusion does not apply to employment related wrongful acts</li> <li>Defense costs are excess of policy limits.</li> <li>Insurers <u>right</u> &amp; duty to defend.</li> </ul> |
| <b>Exclusions:</b>                 | <ul style="list-style-type: none"> <li>Bodily Injury, sickness, disease or death</li> <li>Deliberate Acts, prior acts known to insured</li> <li>Fraud or Criminal Acts by Insured</li> </ul>   |
| <b>Group Policy Restriction:</b>   | The policy will not respond to claims initiated by an INSURED of one ENTITY against an INSURED of another ENTITY.  |

**Note:** Increased limits of liability over the \$1,000,000 are available for additional premium to those entities wanting increased limits.

THIS IS A SUMMARY OF COVERAGE ONLY. THE TERMS AND CONDITIONS OF THE COMPLETE POLICY WILL GOVERN.



November 1, 2016-2019

## SUMMARY OF BLANKET DIRECTORS' & OFFICERS' LIABILITY COVERAGE CSA and NSO

- Insured:** Covers the Named Entity below:
- Canadian Snowsports Association;
  - Canadian Association for Disabled Skiing
  - Ski Jumping Canada;
  - Nordic Combined Ski Canada;
  - Alpine Canada Alpin (including Canadian Ski Coaches Federation);
  - Canadian Snowboard Federation;
  - Canadian Freestyle Ski Association;
  - Telemark Ski Canada Télémart;
  - Canadian Speed Skiing Association;
  - Cross Country Ski De Fond Canada
- and any individual who was, now is or shall be a director, officer, trustee, employee, volunteer or member of any duly constituted committee of the ENTITY.
- Limits of Liability:** \$ 5,000,000 per claim and annual aggregate
- Deductible:** \$ 0
- Insuring Agreement:** The INSURER agrees to pay on behalf of the INSURED(S) all LOSS that they may become legally obligated to pay as a result of a CLAIM.  
The policy applies only to CLAIMS first made against the INSURED(S) during the POLICY PERIOD and then only if reported to the INSURER during the POLICY PERIOD.
- Definition of Wrongful Act:** "WRONGFUL ACT" means any actual or alleged defamation, breach of duty, neglect, error, misstatement, misrepresentation, omission or other act done or attempted by any INSURED in the discharge of their duties solely in their capacity with the ENTITY or any matter claimed against them solely by reason of their status as an individual INSURED in their capacity with the ENTITY. This includes defense of employment practices and fiduciary liability claims.
- Coverage:**
- Applies on a worldwide basis
  - Includes Spousal Coverage
  - Includes Extension Side A Coverage - \$1,000,000 limit
  - Includes Cyber Security - \$100,000 limit
  - Includes Penal Defense Cost Reimbursement - \$500,000 limit
  - Severability applies to the exclusions and terms and conditions
  - The "mental anguish" exclusion does not apply to employment related wrongful acts
  - Defense costs are excess of policy limits.
  - Insurers right & duty to defend.
- Exclusions:**
- Bodily Injury, sickness, disease or death
  - Deliberate Acts, prior acts known to insured
  - Fraud or Criminal Acts by Insured
- Group Policy Restriction:** The policy will not respond to claims initiated by an INSURED of one ENTITY against an INSURED of another ENTITY.

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