

## CERTIFICATE OF INSURANCE FOR \$5,000,000 LIMIT

**Name of Insured:** Any User Group of the City of Brampton solely for use of the Municipal Facilities and solely for Eligible Activities and Events per Agreed Selection/Rate Card on file with the Insurer, and who have completed, dated, signed and filed the rental agreement for such use with the City of Brampton

**Additional Insured:** The City of Brampton with respect to the Operations of the User Groups as described above.

**Mailing Address:** 2 Wellington Street West  
Brampton, ON L6Y4R2

This certificate is issued to:

USER GROUPS PER ABOVE WHO HAVE PURCHASED THE \$ 5,000,000 LIMIT OF INSURANCE THROUGH THE CITY OF BRAMPTON'S USER GROUP PROGRAM.

TYPE OF INSURANCE	INSURER	POLICY NUMBER	MASTER POLICY PERIOD	LIMITS & COVERAGES
Commercial General Liability	Certain Underwriters at Lloyds of London	B1165A002118000 – SECTION B	January 1, 2018 to March 31, 2019 12:01am	\$ 5,000,000. Inclusive Limit Bodily Injury and Property Damage
				\$ 5,000,000. Products and Completed Operations Aggregate
				\$ 10,000,000. General Aggregate
				\$ 1,000. Bodily Injury/Property Damage Deductible

**Operations and Locations to which this Certificate Applies:**

Solely with respect to use of Facilities at locations on file with insurer, with respect to individual and/or Group Third Party users only. This insurance afforded is subject to terms, conditions, and exclusions or the applicable policy.

**Limit of Coverage:**

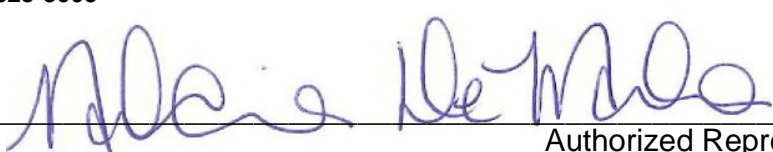
The insurance coverage under this Master Policy is valid only to those users and/or renters who have **PURCHASED** and **PAID** for coverage under this program and only for those dates reported in their Rental Agreement on file with the City of Brampton.

**CANCELLATION:** Should any of the above described policies be cancelled before the expiration date thereof, the Insurer will endeavour to mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insurer.

**CLAIMS/INCIDENT REPORTING CONTACT WARREN HILL RISK MANAGEMENT & INSURANCE BROKER SERVICES INC.**

**REGULAR BUSINESS HOURS:** 289-801-9839 / TOLL FREE 1-855-202-7132  
**AFTER HOURS OR WEEKENDS:** 647-625-3003

Date: December 24, 2018

Per:   
Authorized Representative

# User Facility Program Summary of Coverage



*The following is a brief outline of the coverage included under the "Facility User Program". The summary is for information purposes only. Coverage under this program is governed by the full and complete policy wording issued by the Insurer. In the event of any discrepancies, as well as any interpretation of coverage and exclusions, the complete policy will take precedence.*

## **Named Insureds:**

Those individuals and/or company named on the rental agreement, including Officers, Employees, Volunteers, Officials, Coaches, Members and/or Participants, but only with respect to the Activity specified under the City of Brampton's rental agreement, and only if coverage has been purchased and paid for within the rental agreement.

## **Additional Insured:**

The City of Brampton but only with respect to the Activity of the Facility User specified within the Rental Agreement.

## **Effective Time and Expiry of Coverage:**

Coverage is only in effect on the date and time indicated within the Rental Agreement.

## **Limits of Coverage:**

Refer to the Certificate(s) which can be down loaded from the City's web-site at: [www.brampton.ca](http://www.brampton.ca)

Limits are subject to the amount of cover you have purchased, as well as any sub-limits and/or aggregates contained within the policy.

## **Location of Coverage:**

Coverage is afforded for specific Area(s) Named within the Rental Agreement and only for those location(s) owned, occupied, or rented by the City of Brampton.

## **Scope of Coverage:**

- Broad Form Property Damage to Third Parties Property
- Bodily Injury to Third Parties
- Bodily Injury to Participants, as well as bodily injury actions from one participant to another participant, excluding any criminal act. (Bodily injury will include Sport Participants, if the Sport Activity is declared on the rental agreement and the appropriate premium has been paid with the rental fees).
- Personal Injury including Advertising Liability, False Arrest, Libel & Slander
- Cross Liability Clause – policy will respond to legal actions that fall within the scope of coverage when one named insured/additional insured sues another.
- Broad Form Tenants Legal Liability
- Contractual Liability
- Contingent Employers Liability
- Liquor Liability (if purchased through the rental agreement)
- Broad Form Vendor Coverage (if purchased through the rental agreement)
- Incidental Medical Malpractice
- Use of force to protect persons or property
- Non-owned Automobile Coverage, SEF 94 (\$50,000 limit, deductible \$1,000), SEF 96, SEF 99
- Volunteer Medical Payments
- Defense Expenses in addition to the limits of Insurance

## **Deductible:**

\$1,000 per occurrence for both Bodily Injury and Property Damage (which is the responsibility of the person and/or organization named on the rental agreement).

**Any Inquiries with regards to the coverage should be directed to  
Warren Hill Risk Management & Insurance Broker Services Inc. at 289-801-9839**

# Facility Rental User Insurance FAQs

## **Why is this Facility User Insurance program being introduced?**

Most facilities you rent mandate that all rental users must provide proof of specific amounts of liability insurance coverage when booking a facility. Obtaining liability insurance can be time consuming and expensive; this program is designed to provide a much more affordable and easier option to purchase the insurance coverage required.

## **What is Liability insurance?**

Liability insurance is designed to protect an individual or organization against any legal responsibility arising out of a negligent act or failure to act as a prudent person would have acted which results in bodily injury or property damage to another party. Any individual involved in your activity can claim against you for damages as a result of any injury. Liability insurance is designed to protect against the expense of defending a third party legal action as well as the court award or settlement if you are found negligent.

## **Why Liability Insurance?**

Because no matter how careful you are, accidents happen. As the host or organizer of an event or sporting activity, you can be sued by anyone who claims to have been injured or suffered property damage resulting from your activities. You may not be responsible (liable) but you will need to be defended in court. A Liability policy pays for this defence as well as compensatory damages. In short, transferring your risk to a liability insurance policy provides you the opportunity to run your activity with peace of mind.

## **What is the insurance coverage that is provided under the Facility Rental User Insurance Program?**

Coverage is for Liability Insurance protection, which will provide a legal defence and settlement if your organization, its directors, officers, employees, officials, members, and volunteers are accused of a “covered negligent act” which has caused a Third Party a “bodily injury or damaged to their property. It pays for the defence (legal fees & investigations) and compensatory damages should all or part of the responsibility for the injury or property damage rest with the facility renter.

## **Does my homeowner’s insurance policy protect me?**

It may or may not protect you. This must be discussed with your insurance representative who holds this insurance policy for you as coverage can vary between insurers. If it does cover you, then your homeowner’s insurance company must issue the mandatory insurance certificate form, see “What if I have the Required Insurance/Insurance Certificate”, naming the facility owner and/or municipality as an Additional Insured. Ensure you fully discuss the pros and cons of this with your insurance representative.

## **I belong to an ‘Association’; do I already have liability insurance coverage?**

You may or may not, ask the insurance broker who provides coverage to your association. If you are covered they should be able to complete the “Required Certificate of Insurance Coverage Form” showing the facility owner or municipality as an “Additional Insured”. The majority of large Provincial or National organizations have the proper coverage in place. However, when their coverage falls short, this program is a viable option to most renters.

# Facility Rental User Insurance FAQs



## **The 'Association' I belong to already has liability insurance coverage, but the Facility Owner and/or Municipality refuses to accept the certificate of insurance as proof of coverage?**

If the insurance of your Association is not accepted it most likely would be for the following reasons;

- A.** The broker has not submitted proof of your Associations coverage on the required form.
- B.** Your Association does not have the required limits of coverage.
- C.** Your Association does not have the proper protection for the activity or event you are running.

Feel free to contact our team at Warren Hill Risk Management and Insurance Broker Services Inc. for a further explanation of why your coverage may not be suitable to the facility owner.

## **What Insurance Limits am I insured for under the Facility User Program?**

Limits vary depending on the activity. Under this Liability Insurance Program most events are covered for \$2,000,000; however, sporting activities and those events that are deemed to be of a higher risk are covered with a \$5,000,000 limit.

## **What is my deductible under the Facility User Insurance Program?**

The deductible under the User Group Liability Insurance program for Bodily Injury, Property Damage and Defense costs is \$1,000.

## **Does the coverage provided under the Facility User Program provide property coverage to our own or leased property?**

**NO**, this policy provides liability coverage if you are negligent in damaging third parties property. Your own or leased equipment or contents needs to be insured separately.

## **Can I purchase additional coverage under the program for our own or leased property used for our event?**

**NO**, additional property coverage is not offered under this program. However, please contact our team and we can arrange further insurance coverage for this exposure.

## **Does the coverage provided under this program provide payments for loss of wages or out-of-pocket medical expenses (Accident Protection) when someone is injured at my event?**

**NO**, this is not an Accident policy which is designed to pay these expenses without a legal action being brought against you. In the event the individual sues for negligence claiming you or your organizations negligent act caused the bodily injury, the defense of the action and any settlements fall under liability protection. However, a letter of intent or a legal action must be brought for coverage to be triggered.

# Facility Rental User Insurance FAQs



## **Can I purchase additional coverage under the program for Accident coverage for those injured during or at my event when we are not negligent?**

**NO**, additional Accident (AD&D) coverage is not offered under this program. However, you can arrange coverage separately by contacting the brokers at Warren Hill.

## **Does the Facility User Insurance Program insurer automobiles?**

The coverage under the liability protection is for "Non-owned Automobile", which provides for two types of protection.

- A.** Coverage for "Short Term Rentals (under 30 days)" for licensed automobiles used in connection with your event. However, there are restrictions under this coverage such as the rental agreement must be in the name of whom the rental agreement is with; and physical damage is limited to \$50,000 per vehicle.
- B.** Coverage for your volunteers or employees who use their own licensed vehicles on business related to the event, should their own insurance company look for recovery or they are sued for more than their own automobile policy liability limit. .

## **If I sell alcohol and someone is injured or causes any injury, am I covered?**

Yes. If you purchase the appropriate liability coverage for an alcohol related event, you are protected up to the policy limit.

## **Does the policy cover spectators should they suffer an injury or their property becomes damaged during my event?**

Yes, the insurance policy will cover a legal action brought by a spectators because they have suffered a bodily injury or damage to their property. The policy will provide the legal defence as well as the settlement or court award if you are found to be fully or partially negligent for the spectators' injury or property damage.

## **What if the cost of my defence and the legal award found by the courts is greater than the liability limit I had through the Facility User Program?**

Any amount over the liability limit purchased is the organization or event organizer's responsibility. The coverage offered under the Facility User Program is for \$2,000,000 or \$5,000,000 depending on the type of activity or event. These limits are requirements by most facility owners and/or Municipalities, but in no way reflect a recommendation on the limit of coverage. It is up to the organization or individual whom has the intimate knowledge of the risks associated with their event or activity to decide the limit of insurance coverage necessary to protect them.

## **Can I purchase higher liability insurance limits through the Facility User Program?**

**NO**, the limits of coverage provided through this program cannot be increased per event unless stipulated on the rate sheet. However, the Team at Warren Hill can arrange through a separate insurer an additional excess coverage over and above the program limits depending on the event insured.

# Facility Rental User Insurance FAQs

## **Does this policy extend to other events or locations, besides the subject permit rental?**

**NO**, this policy is designed to protect you for permitted events on either the facility owner or municipality that endorses this program. If you have this outside exposure, then you should be purchasing separate coverage for activities taking place outside of those properties. If this is something that is required Warren Hill's brokers can arrange another insurance option.

## **The majority of the event is in one municipality's permit rental space and other parts of the event are in the municipality, but not specific to the rental space. Can the whole event be covered under the Facility User Insurance Program?**

In some cases special arrangements can be made to cover non-permitted locations if they are a minor part of the permit rental event. However, this would require special arrangements and the involvement of the municipality and the broker to obtain the Insurer's permission and organize a special rider specific to the event. It should be kept in mind that there is no guarantee that the additional exposure will be accepted, and the process seeking underwriting approval can take up to two weeks.

## **What is my responsibility when I have a claim or incident that could lead to a claim?**

Report the incident, within twenty-four (24) hours or sooner to Warren Hill Risk Management and Insurance Brokers Inc.

## **What documentation must be filed when I have an incident that could lead to a claim?**

The 8 step claim process should be followed when an incident during your event could lead to an insurance claim;

1. Never admit liability or responsibility as this could prejudice your insurance company's ability to provide a viable defence.
2. Report the incident, within twenty-four (24) hours or sooner, to Warren Hill Risk Management and Insurance Brokers Inc.
3. Complete the incident reporting form.
4. Collect any witness statements; include their name, address, and phone number in order for the insurance company to investigate the claim further.
5. Cooperate fully with the insurance company by providing them any information or answering any questions they may have.
6. If you are served with a "statements of claim" or notice of intent to file a statement of claim, forward this immediately to the insurance company well before the 21 day required defense period.
7. Assist the insurance company as requesting in providing sworn statements that will be used in the defense of the action, and assist them in your defence.
8. Provide any additional information to the insurance company you may have that will help in the defense of the claim against you.

# Facility Rental User Insurance FAQs



## **What if happens if a participant or a spectator does not threaten to sue, but presents bills for medical expenses or damaged property caused at our event or activity?**

This constitutes an incident that could lead to a claim. Follow the 8 step process as soon as possible and provide as much information as you can to the insurance company. The insurer will investigate the claim, and will a) either file the facts should a legal action arise in the future; or b) offer a settlement to avoid the potential of a legal action. The decision will depend on the facts and severity of the bodily injury or property damage.

## **What if happens if a claim is not reported immediately or the 8 step process is not followed?**

As with all insurance policies, it is the responsibility of the Insured to make the Insurance Company aware of a loss or the possibility of a loss and assist in the defence of a claim. In the event a claim is not reported or reported late the Insurance Company will investigate the cause of the delay and if the delay prejudices their position to defend an action. After this investigation, the Insurance Company will make a decision on if they intend to respond or if they will respond and reserve their rights later to decline. It is always best to not be in this position, therefore make sure all those assisting with your event or activity understand the importance of reporting an incident.

## **What happens if we refuse to cooperate with the Insurance Company because we do not agree with the way they are handling the claim?**

Coverage can be refused. It is the responsibility of the Insured to cooperate with the Insurance Company defending and/or settling a claim. After-all it is the Insurance Company's money paying the defence and claim settlement. The statutory conditions under the Insurance Act allow insurers to decline coverage if the insured individual, organization, or event refuse to assist and/or cooperate in the investigation and defence of a liability claim.

## **What if I was unaware of an incident and sometime afterwards became aware or was served with a legal action well after the event?**

This can happen since third parties have up to 2 years to file a claim for negligence causing bodily injury or damage to their property. The insurance company will investigate the circumstances to verify why the claim was not reported. If they find you did not have knowledge or could have known, then the coverage will not be affected.

## **If I require further information or have questions with regards to coverage, who do I contact?**

Contact the insurance broker:

**Warren Hill Risk Management and Insurance Services Broker Inc.**

105-2420Meadowpine Boulevard, Mississauga, ON L5N 6S2

Phone:.....289-801-9839

Toll Free:.....1-855-202-7132

After Hours/Weekends:.....647-625-3003

Email:.....[contact@warrenhill.ca](mailto:contact@warrenhill.ca)