



BrokerLink

Questions about insurance coverages?
We have answers!



October 17, 2024





Insurance for Groups

Trusted group partner offering members Personalized service through dedicated insurance advisors.

Preferred rates

For your home and auto insurance

Expert advice

and customized solutions

Convenient payment

options with no interest charges or service fees

Shop your insurance with a BrokerLink advisor who will review your coverage needs

- ✓ Our advisors take the time to review and compare your coverage options with different insurance companies.
- ✓ An insurance review is free and always a good idea to ensure you're not paying more than you need to, but still have adequate coverage in place.



Recreation Nova Scotia Insurance Program

Program Snapshot

- Insurer: Certain Underwriters at Lloyd's, Under Agreement No. MKL2024001; UMRB6027MKL2024001 arranged by Markel Canada Limited
- Policy: CAS799981-02
- Term: April 1, 2024 – April 1, 2025
- Description of Insured Operations: Sport, Recreation & Leisure Activities for Non-Profit Organizations
- Coverages offered:
 - General Liability – Limit \$2,000,000 per occurrence, no annual aggregate
 - Optional – Directors & Officers Liability – “shared” limit \$1,000,000 per occurrence with a \$1,000,000 annual aggregate
 - Optional – Host Liquor Liability – Limit \$2,000,000 per occurrence, no annual aggregate
 - The deductible for all coverages is \$1,000



Coverage Not Offered Under this Program

Property coverage – including buildings, contents, equipment

Abuse Liability

Participant Accident

Excluded Activities

alpine skiing	boxing	climbing walls	contact hockey
martial arts	fireworks	gymnastics	horse related
kickboxing	lacrosse	rugby	skateboarding
skateboard parks	Snowboarding	tackle football	trampoline



General Liability

This coverage is designed to respond to claims of negligence causing property damage or bodily injury to third parties.

“The policy will pay those sums your group is legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** to which this Policy applies.”

Generally, a claim is the result of a lawsuit against a group or group member.

“**Compensatory damages** means settlements and judgments, provided however, **compensatory damages** shall not include taxes, criminal or civil fines or penalties imposed by law, or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.”

General Liability Exclusions

- Aircraft & Watercraft (amendment as follows):
 - Deletes this item: Any premises for the purpose of any **watercraft** landing area, marina, dock, boathouse, berth or mooring and all operations necessary or incidental thereto.
 - Amends this item to read as: iv. A **watercraft** You do not own that is less than 8 metres long which is used in connection with a **sanctioned event** and is not being used to carry persons or property for a charge;
- Automobile
- Contractual Liability
- Damage to impaired property or property not physically damaged (defect/deficiency)
- Damage to Property (owned/rent/occupy) – See coverage D – TLL
- Damage to your Product
- Damage to your Work
- Employers Liability except liability assumed under an Insured contract.
- Expected or Intended Injury
- Liquor and Marijuana Liability
- Personal and Advertising Injury – see coverage B
- Professional Services
- Recall of Products, Work or Impaired Property

What is D&O Liability:

- The insurer will pay the sum your group is legally obligated to pay as **compensatory damages** because of a **wrongful act** which is insured under the policy.
- The **wrongful act** is committed by a negligent act, omission, neglect or breach of duty arising out of your operations.

Wrongful act means:

- a. Any actual or alleged negligent error, misstatement, or misleading statement by an Insured;
- b. Any actual or alleged negligent act, omission, neglect or breach of duty by an Insured. A **wrongful act** does not include any activity of an insured who is a member of a licensed or certified profession where such activity is related to the practice of such profession, whether on a voluntary basis or otherwise. A wrongful act includes **interrelated wrongful acts**.

Exclusions:

Bodily injury, property damage and personal and advertising liability
Damages other than money
Failure to Maintain Insurance
Fraud or Dishonesty
Gaining in fact or personal profit
Insured versus Insured

Defence Costs are included within the limit of insurance.

Directors & Officers Liability – Special Note

- The limit of \$1,000,000 is shared amongst all groups that choose to purchase this coverage.
- Since a \$1,000,000 aggregate applies, the most that would be paid out in one policy term under this coverage is \$1,000,000 regardless of the number of claims submitted.
- While this has never happened, the potential does exist for one group to have a D&O claim, exhaust the limit, leaving no funds available should another group have a D&O claim.
- Current D&O Premium, \$150 annual.
- Stand alone policy, \$650 annual.



Host Liquor Liability

- If you are having an event involving liquor, regardless of whether members of your group are serving or whether this is at a third-party venue who is catering, we need to add the Host Liquor Liability extension for you.
- If members of your group are serving alcohol, they must have the Provincial alcohol serving certification. [The Serve Right Responsible Beverage Program | Tourism Industry Association of Nova Scotia \(tians.org\)](https://www.tians.org)
- Even if your event is catered, if there's an incident involving alcohol and a claim is presented, your group may still be named in a lawsuit. You must have this coverage in order for your policy to respond.
- The policy pays for sums your group is **legally obligated** to pay as compensatory damages due to bodily injury or property damage by reason of the selling, serving or furnishing of any alcoholic beverage.

Exclusions:

- Expected or Intended Injury, Employer's Liability, Liquor License Not in Effect, Your Product.
- This exclusion does not apply to **bodily injury** or **property damage** for which the Insured or the Insured's indemnitees may be held liable by reason of:
 - i. Causing or contributing to the intoxication of any person;
 - ii. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- Other Insurance



Who is an Insured?



Member clubs, including their **employees** and **volunteer workers**, but only while preparing for, participating in, or conducting a **sanctioned event**; or



Volunteer workers, including coaches, instructors or referees, only while performing duties related to the conduct of Your business, or their duties assigned by you; or



Member participants, but only while participating in a **sanctioned event**; or



Your **employees**, other than either Your **executive officers** (if You are a **business entity** other than a partnership, limited liability partnership, limited liability company or joint venture) or Your managers (if You are a limited liability company), but only for acts within the scope of their employment by You or while performing duties related to the conduct of Your business.

Who is an Insured?

However, none of these **employees** or **volunteer workers**, other than coaches, instructors or referees, are Insureds for:

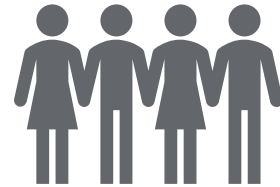
v. **Bodily injury** or **personal and advertising injury** while in the course of their employment or performing duties related to your business, or to volunteer workers while performing duties related to the conduct of your group operations.

vi. **Property damage** to property owned, occupied, used by, or rented to, in the care, custody or control of, over which physical control is being exercised for any purpose by your employees, volunteer works, members, coaches, instructors or referees, or any member.

Definitions



Member club means a club who is an active member of Recreation Nova Scotia and listed in the policy declarations as being insured under this Policy.



Member participant means an individual who is an active member of the Member Club who is listed in the policy declarations as being insured under this Policy.



Sanctioned events means practices, events, tournaments, matches, training and or instruction conducted by an authorized event organiser that has received formal approval by You, or an **employee** authorized by You, to give such approval. Approval must either be by way of a written procedure manual or a specific agreement in writing.

Participant Injury

- The policy wording does not exclude injury to Participants.
- The policy provides coverage in the event a Participant gets injured and sues the Named Insured/Group that is listed on this policy.
- Example: You participate in a nature walk organized by an XYZ Sport Society, they take you to a dangerous path and you get injured due to their negligence. If you sue them, the policy will respond according to the wording.
- The “Who is an Insured” Endorsement further includes Club Members as an Insured under the policy.
- Example: If a member, John C, of XYZ Sport Society (Named Insured under the policy) is the one injuring another participant, Mike C, then if Mike C sues both the club and John C specifically the policy will respond to also defend John C per the wording.



Waivers – Why are they important?

- It shows *intent* on your part to ensure participants acknowledge they are participating in an activity that “could” result in injury and are willing to accept the risk; however, won’t hold the group responsible if injury does occur.
- Waivers are not absolute; they won’t keep a participant from suing you
- Most insurers offering recreation coverage have a waiver subjectivity
- You should incorporate a waiver into your registration form.
- We recommend you consult a lawyer for proper verbiage to protect your group



When do you need Special Event Insurance?



Your insurance through this program is based on your Renewal Application and the activities disclosed for the coming year.



If you decided to do something different than what was disclosed, you need to contact us with details so we can obtain insurer approval.



If the event/activity is **NOT** approved, a Special Event Liability policy will need to be obtained. We can facilitate this for you.



*Any events taking place at a private residence are not approved and an event policy would be required.

How to Apply for Insurance under this program:

- Electronically via Recreation Nova Scotia Website under “Membership”.

[Recreation Nova Scotia: Application for Liability Insurance - Recreation Nova Scotia \(recreationns.ns.ca\)](https://recreationns.ns.ca)

- Complete a physical application and email to nsteele@brokerlink.ca





Insurance Myths Busted!

Commercial Insurance

Myth or Fact?

“

My business or group is too small to need insurance.



“

No one should ever assume that they don't need insurance!

It isn't about your revenue, the number of employees/volunteers, or the square footage of your storefront. Your insurance policies should be based on your exposure to risk.

Risk comes in many forms. It can look like a fire that destroys your inventory. It can look like theft of the company car. It can look like a customer suing you over their experience with your product, service, or advice.

No one ever thinks it will happen to them. But something always does, sooner or later. The right insurance just makes sure it doesn't bankrupt you.

Myth or Fact?

“

Business/Group insurance is too expensive.



“

If this is how you feel, it's time to reassess.

Your business is worth protecting, isn't it? If you're focused only on price, you probably don't see much value in your policies. Let us help teach you about that value.

Business insurance isn't exactly free, but it's well worth every penny. You might think you can't afford commercial insurance, but you certainly can't afford to pay for extensive repairs, renovations, or a lawsuit. In fact, the smaller your business is, the more insurance can benefit you. Imagine what would happen to your business if the next big storm takes off your roof or a litigious customer claims your daily special gave her food poisoning.

Insurance is a safety net. And no one can predict how or when they will fall from their tightrope.

Myth or Fact?

“

General Liability Insurance covers everything.



“

This is one of the most persistent business insurance myths!

Most people see the word “general” and assume that they’re getting comprehensive protection against anything and everything that could befall their business. But General Liability Insurance only covers some of the risks that threaten your business.

Instead, you can think of General Liability as a basic level of coverage for the risks that *you* might pose to a third-party. The “general” in this case refers to your liability, not to all possible risks. (There’s no such thing as a single policy that protects against everything.)

Myth or Fact?

“

I'm a small business/group; I don't have to worry about cyber attacks.



“

You may be surprised to know that small businesses are actually the preferred target for hackers. Why? You might not have the revenue of a Fortune 500 company, but cyber criminals have learned that smaller businesses have implemented little to no security measures. Such weak security means that your data (more specifically, your customers' data) is low hanging fruit.

[Cyber Risk Insurance](#) that protects both you and your customers from a data breach is well worth the monthly premiums.

Thank for you attending today.

Any Questions?

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