



Facility User Liability Insurance Program

The Town of Quispamsis offers a number of facilities for rent for the purposes of sport, events and activities. The rental of Town facilities requires that users have insurance liability coverage to protect them and the Town against any financial impact of claims associated with the use of the rental.

Effective September 29, 2018 it is mandatory for rental users, groups and individuals to carry liability insurance when renting a Town facility, therefore, the Town of Quispamsis has implemented a Facility User Liability Insurance Program.

Why Facility User Liability Insurance?

No matter how careful we are accidents happen. As the 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 defense, as well as compensatory damages. Transferring your risk to a liability insurance policy provides you the opportunity to enjoy your activity with peace of mind.

What is a Facility User Liability Insurance Program?

The Facility User Liability Insurance Program provides individuals and/or groups renting a Town facility or space, with straightforward and affordable liability insurance protection. The intention of the insurance coverage is to protect facility users from financial exposure resulting from claims that may result during their activity or event. The facility user insurance will be made available at the time of booking the facility or space. The limit of insurance coverage will be \$5 million per occurrence (this may change dependent on the specific sport, event or activity).

Insurance coverages and limits

Bodily Injury and Property Damage: provides coverage of legal liability for a covered accident that involves injury to another person or damage to third party property.

Products and Completed Operations: coverage protects the insured in the event of claims caused by products they have sold, distributed, produced, or handled. Coverage applies only to products that have been sold and are no longer in the insured's possession, or operations that have been finished by the insured.

Personal Injury: covers against a negligent act or omission that leads to libel, invasion of privacy or slander against a third party.

Tenant's Legal Liability: provides coverage for damage to the rented or permitted premises or the area of the premises that is being rented.



Non- Owned Automobile Liability: provides insurance coverage for vehicles not owned, leased or rented by any of the named insureds and provides protection to the facility user's participants and volunteers, who may use their private vehicles to conduct business on behalf of the facility users.

Medical payment: coverage of associated medical costs to third parties as a result of the insured and/or their event and activities.

Limits of Liability:

- Coverage A – Bodily Injury & Property Damage: \$5,000,000 any one Occurrence
- Coverage A – Products & Completed Operations Aggregate: \$5,000,000
- Coverage B – Personal Injury and Advertising Liability: \$2,000,000
- Coverage C – Medical Payments – Per Person: \$10,000
- Coverage C – Medical Payments – Per Accident: \$50,000
- Coverage D – Tenant's Legal Liability: \$5,000,000
- Incidental Medical Malpractice Liability: \$5,000,000
- Non-owned Automobile Liability: \$2,000,000
- Fire Fighting Expense Liability: \$1,000,000
- SEF 94 – Legal Liability for Damage to Hired Automobiles: \$50,000

Deductible: \$1,000 per occurrence but only with respect to Property Damage Liability, Tenants Legal Liability and SEF 94 – Legal Liability for Damage to Hired Automobiles

Insurance rates are based on the type of activity and perceived risk categories associated with the activity. There are certain activities that are excluded unless referred and approved by the underwriters of the policy. Rates specific to your activity, sport or event, will be discussed at the time of booking.

Insurance Requirements

As of September 29, 2018 groups and individuals responsible for a facility rental will be required to produce and maintain, throughout the duration of the rental agreement, a liability insurance certificate. Depending on the type of activity, sport or event, clients will be required to have liability insurance coverage. The program encompasses the rental of Town owned facility space. The limit of insurance coverage will be at \$5 million minimum per occurrence. (This may change dependent on the specific sport, event or activity.)

How to Purchase Insurance

The purchase of the Facility User Liability Insurance will be made available at the time of booking the facility rental. The cost will be added to the Rental Agreement based on current Facility User Rates.



What if there is a claim?

In the event of an incident the user must contact the Town and complete and submit an Incident/Loss form to kbrandon@quispamsis.ca as soon as possible to ensure that the incident is recorded in a timely fashion.

In the event of accident or injury please contact the respective emergency services to ensure that safety and appropriate medical attention is provided to those involved.



LOCAL COMMUNITY INSURANCE SERVICES
A division of Jardine Lloyd Thompson Canada Inc.

LOCAL COMMUNITY GENERAL LIABILITY INSURANCE – POLICY DECLARATIONS

Local Community General Liability Insurance effected with certain Lloyd's Underwriters as the "Insurer" through Lloyd's Approved Coverholder ("the Coverholder"): Jardine Lloyd Thompson Canada Inc., PO Box 3, Suite 1200, 55 University Avenue, Toronto, ON M5J 2H7

NAMED INSURED: Town of Quispamsis and its low risk event holders

ADDITIONAL INSURED: Town of Quispamsis

MAILING ADDRESS: 12 Landing Court, Quispamsis NB, E2E 4R2

PERIOD OF COVER: 09/29/2018 to 09/29/2019
Both dates as of 12:01 AM Standard Time at the Mailing Address of the Named Insured

POLICY NO: 008355-1

UMR: B0901EK1702188000

LIMITS OF LIABILITY: Coverage A – Bodily Injury & Property Damage: \$5,000,000 any one Occurrence
Coverage A – Products & Completed Operations Aggregate: \$5,000,000
Coverage B – Personal Injury and Advertising Liability: \$2,000,000
Coverage C – Medical Payments – Per Person: \$10,000
Coverage C – Medical Payments – Per Accident: \$50,000
Coverage D – Tenant's Legal Liability: \$5,000,000
Incidental Medical Malpractice Liability: \$5,000,000
Non-owned Automobile Liability: \$2,000,000
Fire Fighting Expense Liability: \$1,000,000
SEF 94 – Legal Liability for Damage to Hired Automobiles: \$50,000

DEDUCTIBLE: \$1,000 per occurrence but only with respect to Property Damage Liability, Tenants Legal Liability and SEF 94 – Legal Liability for Damage to Hired Automobiles

PREMIUM: \$5,000.00 (\$50.00 non-refundable Fee and any applicable tax are charged in addition to the Premium)

POLICY FORM: LCIS GL 2017

ENDORSEMENTS: USA Jurisdiction
Fire Fighting Expense Liability
Security Default Cancellation Clause
Service of Suit Clause (Canada) (Action Against Insurer)
Notice Concerning Personal Information
Notice to Insureds
Lloyd's Underwriters Policyholder's Complaint Protocol
Intention for AIF to bind Clause
Sanction Limitation and Exclusion Clause

The insurance contract consists of this Declarations page as well as all coverage wordings, riders and endorsements that are attached hereto. For a full copy of the wording, please go the Local Community Service website at www.lcis.ca and click on the link to the policy wording under the Local Community General Liability section of "Insurance Covers". If you do not have an Internet connection or wish to receive a copy of the policy wording by mail, please contact Local Community Insurance Services in writing at the address shown above.



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IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to UMR # B0901EK1702188000 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as Certain Lloyd's Underwriters and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney in Fact in Canada for Certain Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Underwriters may validly be given to the Coverholder.

For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's insurance business in Canada.

Aux fins de la Loi sur les sociétés d'assurances (Canada), ce document a été établi dans le cadre des opérations d'assurance au Canada de Lloyd's"

In witness whereof this policy has been signed as authorized by the Underwriters by **Jardine Lloyd Thompson Canada Inc.**

Please read this policy carefully and if incorrect, return it immediately to Local Community Insurance Services for alteration.

In the event of an occurrence likely to result in a claim under this policy, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE



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SPECIAL NOTE:

THIS POLICY DOES NOT COVER FESTIVALS, PARADES, MARCHES OR OTHER SPECIAL EVENTS WHERE A LARGE CONCENTRATION OF PEOPLE IS EXPECTED.

EXCEPT FOR THE EVENTS NOTED & DECLARED ON THE LOW RISK LIST AS ATTACHED & FORMING PART OF THIS CERTIFICATE. THIS CERTIFICATE IS PROVIDED AS PART OF AN AGREEMENT FOR OCCUPANCY & ACTIVITY ON MUNICIPAL PROPERTY. LIQUOR LIABILITY EXCLUDED.

PLEASE REFER ACTIVITIES OF THIS NATURE TO LOCAL COMMUNITY INSURANCE SERVICES.