



**FEDERATION OF CANADIAN ARCHERS
GENERAL LIABILITY INSURANCE (CGL) PROGRAM
POLICY NUMBER E2SA000024
JANUARY 1, 2016 TO JANUARY 1, 2017**

The Federation of Canadian Archers (Archery Canada) automatically includes all member clubs in its “**General Liability Insurance**” program. A Club, Association, or Member may obtain the benefit of this program but only if they are in good standing. The insurance provided is another example of the Federation of Canadian Archer’s response to the needs of Archers in Canada. This coverage is primary which means that your homeowner’s policy will not be affected should an archery-related claim be brought against you.

Up until May 30st 2014, only Archery Canada members had access to this insurance program. After verifying the needs of Archery Canada clubs across the country, Insurers were able to modify the criteria in order to insure the guests (short term participants) to the program. However, all clubs must hold a register of all guests that participate. This register must hold the guest’s full name and the date(s) that he/she participated in the club’s archery activity. On October 31st of each year, all clubs must provide its provincial/territorial office with the total number of guests that were present during the year. Once the information has been collected from all clubs, the provincial/territorial offices will provide the grand total to Archery Canada who will then transfer the information to BFL CANADA.

It is important that the register be kept in a secure place by all clubs in the case that a lawsuit is brought against it. Reasoning: If a 10-year-old child is injured today, he/she has the right to sue once he/she becomes an adult . Should a lawsuit be filed against a club in 10-11 years from now, Insurers will request a copy of the register proving that the child was participating on the specific date of the accident. It would be a good idea for the clubs to maintain a register of ALL members for the same reason. As a consequence, it is very important that clubs maintain a register of ALL members for the same reason.

It also came to Insurers’ attention that some clubs are also running shooting ranges (rifle/gun). This particular sport is excluded from the policy. The insurers have agreed to cover these clubs for archery activities ONLY. Such combined activity clubs must have their own insurance for their rifle/gun activities.

The following summary of the liability insurance coverage is provided for your convenience only. It is not intended to replace the policy or the certificate or to modify the conditions applicable to these documents:

Limit of Liability is an inclusive limit of \$5,000,000 providing indemnity for clubs, their officials, volunteers, employees and members due to legal liability as a result of injuries or death to persons and damage to property of others arising out of the club operations including the following extensions and/or sub-limits. Legal fees will not affect the limit of insurance. They are over and above the \$5,000,000 limit.

Coverage applies to archery activities and includes crossbow usage as well as bowhunting with any type of bow (including crossbows) As well, the policy provides coverage for activities such as fundraising for a club, promotions, demonstrations, tournaments, practices, seminars, etc.

1. **Tenants Legal Liability (Broad Form)** - sub-limit of \$5,000,000. which covers, on a blanket basis, legal liability for damage to buildings of others that are rented or occupied by the Club/Association. The deductible is \$500.
2. **Products Liability** - is designed to cover your Legal Liability for injury or death to persons or damage to property of others caused by the condition of a product sold, distributed or handled by you, after it is in the customers' possession and away from your premises (e.g. food, supplies).
3. **Medical payments** - \$25,000 per incident, per person. It covers reasonable medical expenses incurred by non-employees and non-association members as a result of accidents on the premises or within the scope of the club operations. This area of coverage applies to third parties only.
4. **Property Damage** - on an "Occurrence Basis", covers events that occur during the policy period, regardless of when a claim is launched (subject to a \$500. deductible). This coverage applies to damage to property owned by third parties. You must obtain insurance to cover property owned by your club/association.
5. **Blanket Contractual Liability** - protects against bodily injury or property damage assumed under oral and written contracts or agreements.
6. **Cross Liability Clause** - means that each club insured is protected in the same manner and extent as though a separate policy had been issued to each, however, it does not increase the policy limit of liability beyond the amount for which the insurance company would have been liable if only one person or club had been named as insured.

7. **Personal Injury** – Limit of \$5,000,000. Covers injury arising out of certain specified offences such as libel, slander, false arrest, malicious prosecution or violation of an individual's right of privacy.
8. **Host Liquor Liability** – Limit \$5,000,000. For events where alcohol is being served. Coverage is provided for events such as banquets, conventions, AGMs meetings and club-related BBQs. Coverage would not be provided for non club-related parties (personal activities).
9. **Sexual Abuse** – The policy is silent on this issue (there is no specific exclusion). Should a claim be brought against the club (civil case), the insurers would defend the club/administrators. The policy would not, however, cover the individual that allegedly committed the act as criminal offences and intentional acts are not covered under any liability policy.
10. **Non-owned Automobile** - Limit of \$5,000,000. Protects the club from legal liability for bodily injury or property damage from the use of any motor vehicle not owned or leased by the club but used by anyone on the club's behalf (i.e. a member may be in a car accident while on club business and his own insurance may prove to be inadequate or non-existent).
11. **Legal Liability for Damage to Hired Automobiles** (short term leases – less than 30 days) - \$50,000 – with a \$500 deductible. This coverage applies to sanctioned National or Provincial competitions only.
12. **Employees & Volunteers as additional Insureds** - extends liability coverage to employees and volunteers acting within the scope of their duties.
13. **Limited Watercraft Coverage** - provides cover arising out of the use or operation by or on behalf of the club of any watercraft not exceeding 32 metres in length.
14. **Forest and Prairie Protection Acts Expense**: \$100,000 Limit – For liability imposed by law for the cost of controlling and extinguishing forest or prairie fires (excluding fines and penalties, contravention of any provincial forest or prairie act, etc).
15. **Worldwide Coverage** - for damages with respect to bodily injury or property damage provided that suit for any such damages against the insured is brought within Canada or the Continental USA.
16. **Owners Protective Liability** - is designed to provide coverage for an insured club against legal liability imposed arising out of work performed by independent contractors on their behalf.
17. **Employee Benefits Liability** - \$5,000,000 aggregate, provides cover for a claim made by an employee or former employee caused by an error or omission in the administration of an "Employee Benefits" program (\$1,000.

deductible applies).

18. **Incidental Malpractice** - covers for liability incurred from rendering or failing to render professional medical, dental or nursing services by a facility maintained for employees' benefit and convenience.
19. **Advertising Liability** - \$5,000,000 sub-limit, covers injury arising out of an offence committed during the policy period occurring in the course of the Named Insured's advertising activities if the injury arises out of libel, slander, defamation, violation of right of privacy.
20. **60-Day Notice of Cancellation** - the Insurance Company cannot cancel the policy without giving at least 60 days notice; 15 days in the event of non-payment of premium.
21. **Intentional Acts** - Bodily Injury protection is extended to include reasonable force when in protection of persons or property.
22. **Participant Coverage** - The policy includes cover for injury to participants and would respond normally to any such injury as it would to any Third Party injury.

MAJOR EXCLUSIONS are liability arising out of:

- The use or ownership of any automobile, aircraft, or watercraft over 32 metres in length.
- Intentional acts (unless to protect persons or property).
- Damage to property owned, used or occupied or in one's care, custody or control. (See Tenants Legal Liability extension).



**FEDERATION OF CANADIAN ARCHERS
DIRECTORS AND OFFICERS LIABILITY INSURANCE (D&O)
PROGRAM
POLICY NUMBER 120783
JANUARY 1, 2016 TO JANUARY 1, 2017**

Directors and Officers (D & O) liability insurance, D&O coverage is an optional policy available to Archery Canada member provincial/territorial associations. If a provincial/territorial association opts into the D&O coverage, this coverage is then extended to the provincial/territorial association's member clubs. Unlike the CGL policy coverage provided by Archery Canada to the provincial/territorial associations, the optional D&O liability insurance coverage is not paid for by the provincial provincial/territorial associations through their provincial/territorial membership dues paid to Archery Canada. Rather D&O liability insurance is paid separately and therefore Archery Canada invoices each participating provincial association. Like the Commercial General Liability coverage outlined above, the D&O policy coverage is in place for the calendar year (January 1st 2016-January 1st 2017).

Directors & Officers liability Insurance covers the Directors, Officers and Employees for their exposure for the manner in which they conduct the affairs of the Association. The policy covers defense costs, damages caused by wrongful acts that are not excluded by the policy, as well as administrative errors and omissions.

Examples that can trigger a claim under this D&O insurance are as follows:

- Employee discrimination
- Wrongful dismissal
- The Activities of volunteers and or employees
- The Enforcement of the Association's or Government regulations
- Providing advice to members
- Unpaid wages
- Uncollected withholding taxes
- Administrative errors and omissions.
- The insured's that would fall under this type of insurance are as follows:

The Entity is defined as: The Directors, Officers and Administrators including spouses and heirs, Employees and Volunteers.

We remind you that the insurance policy is a legal document and that this condensed version of the policy coverage is not intended to be an exhaustive explanation or interpretation of the actual policy.

If you have any questions concerning the coverage, please contact us directly and we will be pleased to answer them.

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