



Corporation of the Town of Erin

Insurance Proposal

April 1, 2025 - April 1, 2026

February 28, 2025

Important – Please Note The Following

Duty of Disclosure

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favourable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

Payment Terms

Premiums are due and payable on receipt of a Marsh invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

Period of Validity of Quote

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

Breach of Warranty or Subjectivity

If any of the terms and conditions contained in this proposal are identified as a “warranty” or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

Underinsurance

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

Underwriting / Binding Authority

Certain portions of this quotation of cover have been provided by Marsh Canada Limited acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. Marsh Canada Limited is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where Marsh Canada Limited does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by Marsh Canada Limited from the Insurer.

Material Changes From Expiring Policy

You should carefully note any items identified in the “Changes from Expiry” section under each coverage as they represent material changes in cover from your previous policy.

Risk And Claims Information

This proposal has been based on the risk and claims information provided and/or verified by you to Marsh Canada Limited. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.

Taxes Payable By Insureds

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by Marsh Canada Limited in addition to the premiums quoted:

Provincial Sales Tax

Canadian Councils Liability

Limits of Liability:	\$5,000,000	General Liability, including Sudden and Accidental Pollution any one Occurrence
	\$5,000,000	and in the Annual Aggregate for Products and Completed Operations during the Policy Period
Extensions of Coverages:	\$5,000,000	Employers' Liability; any one Claim
	\$5,000,000	Tenant Legal Liability; any one Occurrence
	\$5,000,000	Employee Benefit Liability; any one Claim
	\$5,000,000	*Incidental Medical Malpractice; any one Claim Retroactive Date: November 15, 1993
	\$50,000	Voluntary Medical Payments; any one Claim and in the Annual Aggregate during the Policy Period
	\$2,000,000	Forest Fire Fighting Expense; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$50,000	Voluntary Payment for Property Damage; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$250,000	Incidental Garage Operations; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$100,000	Municipal Marina Legal Liability; any one Pleasure Craft
	\$1,000,000	Municipal Marina Legal Liability; in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	\$500,000	Wrongful Dismissal (Legal Expense); any one Claim and in the Annual Aggregate during the Policy Period
	\$100,000	Conflict of Interest Reimbursement Expenses; any one Claim
	\$100,000	Legal Expense, Reimbursement Expenses; any one Claim and
	\$500,000	Legal Expense, Reimbursement Expenses; in the Annual Aggregate during the Policy Period
	\$5,000,000	Non-Owned Automobile (including Contractual Liability for Hired Automobiles); any one Occurrence
	Endorsements:	\$5,000,000
\$2,500,000		*Environmental Impairment Liability; any one Claim and
\$5,000,000		Environmental Impairment Liability; in the Annual Aggregate during the Policy Period Retroactive Date: November 15, 1993
\$2,000,000		*Abuse / Molestation Liability; any one Claim and
\$2,000,000		Abuse / Molestation Liability; in the Annual Aggregate during the Policy Period Retroactive Date: April 1, 2016
		Voluntary Compensation; As per Endorsement No. 4 – Schedule of Benefits
\$5,000,000		Police Officer Assault; any one Occurrence
\$1,000,000		*Communicable Disease Retroactive Date: April 1, 2021
Deductibles:	\$20,000	Public Entity General Liability; any one Occurrence including Products and Completed Operations, per Claimant in respect of Sewer Back-up
	\$20,000	Extensions of Coverage; per Occurrence / per Claimant for all Extensions of Coverage except;
	Nil	Extensions of Coverage; any one Occurrence with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense

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	<p>Reimbursement As per Endorsement No. 4 – Schedule of Benefits for Voluntary</p> <p>\$1,000 Extensions of Coverage; with respect to Legal Liability for Damage to Hired Autos</p> <p>\$20,000 Extensions of Coverage; with respect to Wrongful Dismissal (Legal Expense)</p> <p>\$20,000 Municipal Errors and Omissions Liability; any one Claim</p> <p>\$20,000 Environmental Impairment Liability; any one Claim</p> <p>\$20,000 Abuse / Molestation Liability; any one Claim</p> <p>\$20,000 Police Officer Assault; any one Occurrence</p> <p>\$25,000 Communicable Disease; each and every claim</p>
Additional Endorsements:	<p>Excluding Cyber, as per LMA5529</p> <p>Excluding Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS), as per LMA5595</p> <p>Environmental Impairment Liability - Excluding Closed Landfill located at William St. Erin as no confirmation there is active monitoring</p>
Policy Form:	B0509BOWCI2451887 6298Z/24
Insurer(s) and Proportion of Participations(s):	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
Subject To:	Terms will remain as indicated subject to no claims deterioration as of April 1, 2025
Changes from Expiring Policy:	Abuse limit increased to \$2,000,000 any one Claim and in the Annual Aggregate

Canadian Councils Umbrella Liability (1st Layer)

Limit of Coverage:	\$ 20,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 20,000,000	*any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
Excess of Underlying Coverage(s) and Limit(s):	\$ 5,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 5,000,000	any one Occurrence and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 5,000,000	*Incidental Medical Malpractice; any one Claim
	\$ 5,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 5,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 5,000,000	Employee Benefits Liability; any one Claim
	\$ 5,000,000	Non-Owned Automobile Liability including Contractual Liability Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
* Claims Made Coverage Note:	Certain sections of this policy are written on a CLAIMS MADE basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.	
Retained Limit:	\$ Nil	
Endorsements:	Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7 Excluding Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	
Policy Form:	B0509BOWCI2451885 6263Z/24	
Insurer(s) and Proportion of Participations(s):	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
Subject To:	1. Excluding coverage sub-limited within the Primary 2. Terms will remain as indicated subject to no claims deterioration as of April 1, 2025	

Canadian Councils Excess Umbrella Liability (2nd Layer)

Limit of Coverage:	\$ 25,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 25,000,000	*any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
Excess of Underlying Coverage(s) and Limit(s):	\$ 25,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 25,000,000	any one Occurrence and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 25,000,000	*Incidental Medical Malpractice; any one Claim
	\$ 25,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 25,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 25,000,000	Employee Benefits Liability; any one Claim
	\$ 25,000,000	Non-Owned Automobile Liability including Contractual Liability
\$ 25,000,000	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence	
* Claims Made Coverage Note:	Certain sections of this policy are written on a CLAIMS MADE basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.	
Retained Limit:	\$ Nil	
Endorsements:	Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7 Excluding Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	
Policy Form:	B0509BOWCI2451886 8418Z/24	
Insurer(s) and Proportion of Participations(s):	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
Subject To:	1. Excluding coverage sub-limited within the Primary 2. Terms will remain as indicated subject to no claims deterioration as of April 1, 2025	

Combined Physical Damage & Machinery Breakdown

Coverage:	Property Of Every Description – All Risks of Direct Physical Loss or Direct Physical Damage (Subject to Policy Exclusions)	
Limits of Liability:	\$ 54,045,791	Blanket Limit of Loss on Property of Every Description including Machinery Breakdown
	\$ 51,127,613	Total Insured Value (Included in Blanket Limit)
	\$ 393,178	Computer/Electronic Data Processing (Included in Blanket Limit)
	\$ 3,529,282	Contractor's Equipment (Not Included in Blanket Limit)
Physical Damage Extensions of Coverage:	The limits for the following extensions of coverage are included in the Blanket Limit shown above:	
	\$ 500,000	Valuable Papers;
	\$ 500,000	Extra Expense;
	\$ 500,000	Accounts Receivable;
	\$ 500,000	Gross Rentals;
	\$ 500,000	Computer Media;
	\$ 25,000	Fine Arts (Agreed Value);
	The limits for the following extensions of coverage are in addition to the Blanket Limit shown above:	
	\$ 1,000,000	Newly Acquired Property;
	\$ 1,000,000	Building in the Course of Construction; Contractors and Consultants
	\$ 500,000	Property in Transit;
	\$ 1,000,000	Unnamed Locations;
	\$ 500,000	Expediting Expense;
	\$ 300,000	Business Interruption – Profits; Subject to maximum of \$25,000 per month;
	\$ 1,000,000	Contingent Business Interruption;
	\$ 100,000	Fire Extinguishing Material and Fire Fighting Expense;
	\$ 500,000	Professional Fees;
	\$ 10,000	Master Key;
	\$ 100,000	Land and Water Pollution Clean Up Expense;
	\$ 100,000	Stock Spoilage;
	\$ 100,000	Commercial Property Floater;
	\$ 1,000,000	Off Premises Service Interruption;
	\$ 100,000	Exhibition Floater;
	\$ 100,000 or 10%	Environmental Upgrade;
	\$ 15,000	Money, Cash Cards and Securities;
	\$ 15,000	Preservation of Property;
	\$ 25,000	Technological Advancement;
	\$ 1,000,000	Demolition and Increased Cost of Construction;
	\$ 50,000 / 100,000	Prevention of Ingress / Egress; 4 weeks;
	\$ 100,000 or 25%	Debris Removal;
	\$ 5,000	Property of Councillors, Board Members and Employees; any one loss (\$25,000 maximum annual policy limit)
Machinery Breakdown:	\$1,000,000	Newly Acquired Property
	\$500,000	Expediting Expense
	\$500,000	Professional Fees
	\$100,000	Consequential Damage
	\$500,000	Hazardous Substance
	\$10,000	Data and Media
	\$500,000	Ammonia Contamination
	\$500,000	Water Escape
	\$10,000	Reproduction Costs
	\$ 50,000 / 100,000	Interruption by Civil Authority; 4 weeks

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Endorsements:	Automobile Replacement Cost Deficiency Endorsement
Deductibles:	<p>\$ 10,000 each occurrence for all losses except</p> <p>\$ 1,000 each Computer/Electronic Data Processing loss</p> <p>\$ 1,000 each Fine Arts loss</p> <p>\$ 100,000 each Flood loss except \$250,000 for Property in 100 Year Flood Zone</p> <p>5% of total insured value at loss location or \$100,000 minimum, whichever is greater, each Earthquake occurrence</p>
Policy Form:	Municipal Insurance Program - Master Policy (January 1, 2022)
Insurer(s) and Proportion of Participations(s):	<p>Physical Damage:</p> <p>Aviva Insurance Company of Canada - 70%</p> <p>Zurich Canada - 30%</p> <p>Machinery Breakdown:</p> <p>Aviva Insurance Company of Canada - 100%</p>
Subject To:	<ol style="list-style-type: none"> 1. All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher. 2. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer. 3. All locations may be subject to Engineering Inspection. 4. Terms will remain as indicated subject to no claims deterioration as of April 1, 2025

Comprehensive Crime

Limits:	\$1,000,000	Employee Dishonesty – Form A
	\$200,000	Broad Form Loss of Money (Inside Premises)
	\$200,000	Broad Form Loss of Money (Outside Premises)
	\$200,000	Money Orders & Counterfeit Paper Currency
	\$1,000,000	Depositors Forgery
	\$200,000	Professional Fees / Audit Expenses
	\$200,000	Computer Fraud or Funds Transfer Fraud
Deductible(s):	NIL per Loss	
Policy Form:	Master Crime Wording (April 2012)	
Insurer(s) and Proportion of Participations(s):	Aviva Insurance Company of Canada – 100%	
Subject To:	<ol style="list-style-type: none"> 1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds. 2. All cheque requisitions and issued cheques containing dual signatures. <p>If the above is not part of your internal Financial controls, please provide explanation(s).</p> <ol style="list-style-type: none"> 3. Terms will remain as indicated subject to no claims deterioration as of April 1, 2025 	

Automobile Insurance (Ontario)

Limits:	\$5,000,000	Liability – Bodily Injury / Property Damage Accident Benefits – Basic Benefits; Limits as stated in the Policy Accident Benefits – Options; None Selected; Limits as stated in Policy Uninsured Automobile; Limits as stated in the Policy Direct Compensation – Property Damage; Limits as stated in the Policy Loss or Damage – All Perils; Limits as stated in the Policy
Deductibles:	\$NIL \$5,000	Liability – Bodily Injury / Property Damage Loss or Damage – All Perils
Endorsements:	OPCF 3 OPCF 4A OPCF 4B OPCF 5 OPCF 20 OPCF 21B OPCF 24 OPCF 31 OPCF 32 OPCF 43R OPCF 44 Notice of Cancellation Ninety (90) Days Tarmac Exclusion	Drive Government Automobiles Endorsement Permission to Carry Explosives Permission to Carry Radioactive Material Permission to Rent or Lease Loss of Use Endorsement - Applicable only to Private Passenger Vehicles and Light Commercial Vehicles Blanket Fleet Endorsement – No Annual Adjustment Freezing of Fire-Fighting Apparatus Non-Owned Equipment Use of Recreational Vehicles by Unlicensed Drivers Removing Depreciation Deduction – 24 Months New Family Protection Endorsement Applicable to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles
Policy Form:	Provincial Statutory Owners Policy	
Insurer(s) and Proportion of Participations(s):	Aviva Insurance Company of Canada – 100%	
Subject To:	Terms will remain as indicated subject to no claims deterioration as of April 1, 2025	

Councillors' Accident Coverage

Limits of Coverage:	\$200,000 Principal Sum
Included Coverage	Number of Councillors: Five (5) While on Duty Only Coverage
Policy Form:	Insurers Standard Form
Insurer(s) and Proportion of Participations(s):	AIG Insurance Company of Canada – 100%
Subject To:	1. \$2,500,000 Aggregate Limit of Indemnity Per Accident 2. Terms will remain as indicated subject to no claims deterioration as of April 1, 2025

Municipal Volunteers' Accident Coverage

Limits of Coverage:	\$ 50,000 Principal Sum – Volunteers of the Policyholder While on Duty Only under the age of 80 \$ 1,000,000 Aggregate Limit of Indemnity Per Accident
Policy Form:	Insurers Standard Form
Insurer(s) and Proportion of Participations(s):	AIG Insurance Company of Canada – 100%
Subject To:	Terms will remain as indicated subject to no claims deterioration as of April 1, 2025

Cyber Liability

Cyber Incident Response:	\$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$50,000	Incident Response Costs in the Aggregate Legal and Regulatory Costs in the Aggregate IT Security and Forensic Costs in the Aggregate Crisis Communication Costs in the Aggregate Privacy Breach Management Costs in the Aggregate Third Party Privacy Breach Management Costs in the Aggregate Post Breach Remediation Costs in the Aggregate (maximum 10% of all sums CFC has paid as a direct result of the cyber event)
Cyber Crime:	\$250,000 \$250,000 \$250,000 \$2,000,000 \$250,000 \$250,000 \$50,000 \$250,000	Funds Transfer Fraud in the Aggregate Theft of Funds Held in Escrow in the Aggregate Theft of Personal Funds in the Aggregate Extortion in the Aggregate Corporate Identity Theft in the Aggregate Telephone Hacking in the Aggregate Push Payment Fraud in the Aggregate Unauthorized Use of Computer Resources in the Aggregate
System Damage and Business Interruption:	\$2,000,000 \$2,000,000 \$100,000 \$2,000,000 \$2,000,000 \$25,000 \$2,000,000	System Damage and Rectification Costs in the Aggregate Income Loss and Extra Expense in the Aggregate (sub-limited to \$1,000,000 in respect of System Failure) Additional Extra Expense in the Aggregate Dependent Business Interruption in the Aggregate (sub-limited to \$1,000,000 in respect of System Failure) Consequential Reputational Harm in the Aggregate Claim Preparation Costs in the Aggregate Hardware Replacement Costs in the Aggregate
Network Security and Privacy Liability:	\$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000	Network Security Liability Aggregate, including Costs and Expenses Privacy Liability Aggregate, including Costs and Expenses Management Liability Aggregate, including Costs and Expenses Regulatory Fines Aggregate, including Costs and Expenses PCI Fines, Penalties and Assessments Aggregate, including Costs and Expenses
Media Liability:	\$2,000,000 \$2,000,000	Defamation Aggregate, including Costs and Expenses Intellectual Property Rights Infringement Aggregate, including Costs and Expenses
Court Attendance Costs:	\$100,000	in the Aggregate (sub-limited to \$2,000 per day)
Endorsements:	Marsh Public Sector Special Amendatory Clause Marsh Canada Special Amendatory Clause Policy Aggregate Limit of Liability Clause (Including Aggregate Sub-limit For Cyber Crime) Service of Suit Clause Ontario Commercial Liability Notice Regulatory Statement (CAN) Notice Concerning Personal Information Code of Consumer Rights and Responsibilities	
Deductible:	\$10,000 \$10,000 \$10,000 NIL	each Claim for All Losses, except: each Claim, including costs and expenses, for Network Security & Privacy Liability and Media Liability Losses each Claim for System Damage and Rectification Costs Losses each Claim for Incident Response Costs Losses

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	NIL	each Claim for Claim Preparation Costs Losses
	NIL	each Claim for Court Attendance Costs Losses
	NIL	each Claim for Post Breach Remediation Costs Losses
Policy Form:	Cyber, Private Enterprise (CAN) v3.2	
Insurer(s) and Proportion of Participations(s):	CFC Underwriting Ltd. – 100%	
Subject To:	<ol style="list-style-type: none"> 1. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding) 2. Terms will remain as indicated subject to no claims deterioration as of April 1, 2025 	
Changes from Expiring Policy:	<ol style="list-style-type: none"> 1. Minor wording changes (3.2 vs 3.1) 2. Coverage limits have changed from each and every claim to in the aggregate 	

LCIS – Annual Low Risk Events Liability

Limits of Coverage:	\$5,000,000	Bodily Injury & Property Damage any one Occurrence
	\$5,000,000	Products & Completed Operations Aggregate
	\$2,000,000	Personal Injury & Advertising Liability
	\$10,000	Medical Payments per Person
	\$50,000	Medical Payments per Accident
	\$5,000,000	Tenant's Legal Liability
	\$5,000,000	Incidental Medical Malpractice Liability
	\$2,000,000	Non-Owned Automobile Liability
	\$50,000	SEF 94 – Legal Liability for Damage to Non-Owned Autos
	\$1,000,000	Fire Fighting Expense Liability
Endorsements:	USA Jurisdiction Fire Fighting Expense Liability Security Default Cancellation Clause Service of Suit Clause (Canada) (Action Against Insurer) Notice Concerning Personal Information Intention for AIF to bind Clause Lloyd's Underwriters Policyholder's Complaint Protocol	
Additional Endorsements:	Additional Insured Vendor & Liquor Liability Endorsement	
Deductible(s):	\$1,000	per Loss but only with respect to Property Damage Liability, Tenant's Legal Liability and SEF 94 – Legal Liability for Damage to Non-Owned Autos
Policy Form:	GL 2020	
Insurer(s) and Proportion of Participations(s):	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
Subject To:	1. Terms will remain as indicated subject to no claims deterioration as of April 1, 2025 2. Excludes full-contact sport activities such as Karate, which was outlined in the provided application 3. Excludes overnight camps	