

**DIRECTORS LIABILITY INSURANCE**

**NAMED INSURED:** Churches, Congregations and Pastoral Charges of The United Church of Canada

**POLICY PERIOD:** 12:01 AM DECEMBER 1<sup>ST</sup> 2019 TO 12:01 AM DECEMBER 1<sup>ST</sup> 2020

**INSURER:** ROYAL & SUN ALIANCE INSURANCE COMPANY OF CANADA

**BASE FORM # CFE 002 0713**

**LIMITS OF LIABILITY: - Insuring Agreement (including Extensions and Aggregates):**

\$10,000,000	Directors and Officers Liability Employment Practices Liability

**Notwithstanding individual aggregate limits shown above, all of the foregoing are subject to a combined General Aggregate Limit of \$25,000,000.**

**ENDORSEMENTS:**

	Amendment to Definition of Loss – Fines and Penalties where insurable by law
	Optional Duty to Defend Endorsement
	Additional Limit of Liability (Side A Excess Coverage) – Amended: \$2M
	BI/PD Exclusion Amendment – Amended for 168
	Automatic Retired Executive ERP Endorsement

**DEDUCTIBLES:**

NIL	Non-Indemnifiable Each Loss
\$1,000	Securities Claim Each Loss
\$1,000	All Other Claim Each Loss

**Policy Terms, Extensions and Exclusions included, but not limited to, the following:**

- Claims Made insurance \*
- Type of Coverage: Reimbursement Basis
- Non-cancelable except for non-payment
- Broad Definition of Claim
- Prior Acts
- Order of Payments with respect to Directors Liability
- Non rescindable with respect to Directors Liability
- Severability of exclusions
- 100% defence allocation
- Personal Injury included (libel, slander, invasion of privacy)
- Insured Person Includes:
  - Board of directors
  - Officers
  - Trustees
  - Employees
  - Volunteers
  - Members of duly constituted committees
- No pollution exclusion (“Loss” does not include clean up)
- “for” bodily injury property damage exclusion
- Organization vs Insured exclusion
- Fraud dishonesty exclusion, with defence costs until final adjudication

**NOTE: Pending and Prior Litigation (June 30<sup>th</sup>, 2005)**

*\* This is a ‘Claims-Made’ Policy which requires that all claims or incidents which arise that may result in a claim against the Insured during the policy period must be reported immediately. Failure to comply with the claims reporting provision of the policy could result in the Insurer denying coverage for a claim under the policy.*