

## LIABILITY INSURANCE

Fairway Gorge Paddling Club (FGPC) liability insurance coverage with respect to activities associated with paddling programs and events operated by FGPC.

### **Bodily Injury & Property Damage**

#### **Who is insured?**

FGPC's insurance coverage provides protection to affiliate centres, programs and events and participants who may become legally obligated to pay compensatory damages because of bodily injury or property damages, as defined in the policy, to the extent of \$5 million per occurrence. This coverage extends also to "all participants, official, coach, employee, volunteer or member or probationary member" of FGPC.

Registered participants may be defined as those whose FGPC participant fees are up-to-date. Unregistered participants may, of course, be covered under their own personal insurance, usually forming part of a dwelling fire policy usually limited in dollar value, but providing for defense costs.

Those acting as officials or coaches, whether in a volunteer or employee capacity and other volunteers and employees are also covered within the scope of the duties assigned to them. It should be noted that employees, casual employees and volunteers are not covered with respect to bodily or personal injury to a co-employee or volunteer.

All participants should complete the FGPC **Waiver and Acknowledgement of Risk** forms signed by all individuals participating in any form. These waivers and assumptions of risk must be returned to FGPC.

#### **What activities are covered?**

The insurance coverage applies to events operated by FGPC including related training at sites and at centre premises and participation in events. Events include:

- Paddling Regattas/Events operated by FGPC.
- Paddling programs offered at affiliate centres and activities identified in FGPC Manual and FGPC Information and Policy Manual; these include but are not limited to learn to paddle/steer, recreational, training and competitive and paddling programs.
- Social events and fund-raising activities.

### **Directors & Officers Wrongful Acts, Errors & Omissions**

FGPC is not able to provide Directors and Officers Insurance to the boards of separate entities and if needed recommends that separate policies are obtained to ensure adequate coverage.

### **Equipment**

FGPC does not provide coverage for equipment. It has investigated the possibility of a Master policy but has found that it is cost prohibitive.

## Insurance Certificate Requests

From time to time an affiliate centre may require a certificate of insurance in connection with its operations or some specific event that it is organizing. This would occur for an event at another organization's property (i.e. an erg display in a local mall, regatta held on municipality property).

In these instances, the following procedure should be followed:

1. The request should be to the FGPC office in Victoria (requests should not be sent directly to FGPC's insurance broker) with the following details:
  - Club Name
  - Details of the event, including date, place and nature of event
  - Name of parties wishing to be named as additional insured
  - Any special wording required
  - The name, address and fax number of the person to whom the certificate should be sent
2. If the request is for any other sort of event, the FGPC office will evaluate the request to confirm that:
  - The event will be appropriately operated;
  - Appropriate actions are taken concerning participants (i.e. waiver forms);
  - Appropriate actions are being taken regarding safety;

After considering these matters, the FGPC office will forward the request to our insurance broker to issue the certificate.

## Occurrences that could give rise to a claim

It is a condition under our legal liability insurance policy that we notify our insurers of all claims and all occurrences that could result in a claim. In addition, actions must be taken in a way that protects the interests of those involved and our insurers. Therefore it is extremely important that the following procedures be followed meticulously.

1. Any claim or accident or occurrence that could give result in a claim for damages for injury or property damage against an affiliate centre, club participant, employees, volunteers, regatta/event organizers or officials must be notified to the President/Executive Director of FGPC as soon as practicable. **There should be no delay in this notification.** It is best made by telephone but can be by fax or email provided that the notifier is assured that the notification has been received.
2. It is the duty of the centre representative (centre activities) or Event Chairperson (regatta activities) to notify FGPC of any claim or occurrence. They can delegate this responsibility but must ensure the FGPC has been notified. They should report the nature of the incident and when and where it occurred. It is NOT the duty of the centre representative or Event Chairperson or any other person to carry out an investigation into the occurrence. On notification FGPC will seek advice from its lawyer and insurer, one or other of whom will issue directions for the taking of statements and assembly of essential written material.
3. The centre representative or the Event Chairperson or their delegated representative should obtain the names, addresses and telephone numbers of all those involved in the incident and witnesses to the



incident and should instruct them not to discuss the matter or commit their recollections to writing until requested to do so by their lawyer, FGPC's lawyer or our insurer's lawyer. All writings so requested should be prefaced by the words:

**"This strictly confidential and privileged report is intended solely for submission to legal counsel in anticipation and contemplation of litigation and for purposes of obtaining legal advice."**

Such reports should not be distributed to any other party than the lawyer making the request.

4. In the event of a claim or legal action, notification should include copies of any demands, notices, summonses or legal papers received.
5. Under the terms of our insurance policy all are expected to cooperate in the investigation into the circumstances of the occurrence, settlement or defense of any resulting claim or action and to assist in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which insurance may also apply.
6. No voluntary payments can be made or any obligations assumed or expenses incurred (other than for first aid) without the consent of our insurer.