

DIRECTORS' AND OFFICERS' NOT-FOR-PROFIT ENTITY LIABILITY

Serving on a not-for-profit board of directors can be a gratifying experience. Changes in the economic and regulatory environment mean that we are reviewing our coverage to help protect Directors' and Officers' personal assets and those of the board. RSA's Not-For-Profit Entity Management Assurance Policy offers broad coverage protection and is a critical component of any not-for-profit organization's overall insurance program.

Our multi-product approach allows RSA to write 100% of a risk. We have underwriters specifically dedicated to the handling of Not-For-Profit Directors' and Officers' Liability, providing access to a high level of expertise and timely informed decisions.

RSA's experienced claims team responds with prompt, fair, and professional service and is committed to working diligently with your client throughout the claims process.

RSA's Risk Appetite

- Associations
- Art Galleries
- Athletic Clubs
- Chambers of Commerce
- Charitable Organizations
- Community Service Organizations
- Counseling/Social Services Organizations
- Foundations
- Fraternal Societies
- Recreational/Social Clubs
- Libraries and museums
- Religious Organizations
- Senior Citizen Care Facilities
- Theatres

Outside of Risk Appetite

- For-Profit Corporations
- Government Controlled Organizations
- Labour Boards/Unions
- Municipalities and Crown Corporations
- Pension Funds

RSA also provides the following:

- Directors' and Officers' Liability for Condominiums
- Property Insurance
- Commercial General Liability
- Umbrella Liability
- Professional Liability
- Equipment Breakdown Insurance
- Automobile Insurance (+non-owned auto)
- Business Interruption
- Loss of Money & Employee Fidelity (Crime & Fidelity)
- Loss Prevention & Risk Control Service



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Features

Broad Definition of Insured – includes the Insured Organization and any past, present or future directors, trustees, officers, employees, volunteers, and committee members.

Full Entity Coverage – the Insured Organization and its more than 50 percent owned not-for-profit subsidiaries are insureds.

Duty to Defend – 100% pre-determined allocation for Defence Costs for Claims against Insureds involving Loss that is covered and also loss that is not covered.

Defence Costs – in addition to the Limit of Liability.

Defence Until Final Adjudication – for allegations against an Insured involving the gaining of illegal profits; or for allegations of any criminal, dishonest, or fraudulent act.

Employment Wrongful Acts Coverage – broadly defined to include allegations such as:

- wrongful dismissal, discharge or termination of employment
- breach of any oral, written or implied employment contract
- wrongful demotion or discipline
- employment-related misrepresentation
- employment discrimination
- wrongful failure to employ, train or promote
- failure to adopt or enforce adequate workplace policies
- negligent supervision or evaluation
- employment related invasion of privacy, libel, slander, humiliation and defamation

Personal Injury Coverage

Spousal (Domestic Partner) Liability Coverage

Outside Directorship Liability – automatic coverage for Insured Persons who at the request of the Insured Organization, serve as a director, officer, or trustee on the boards of other not-for-profit organizations.

Discovery Period –60 days provided to the Insureds to elect a one-year bilateral Discovery Period option.

No Absolute Exclusions – for Bodily Injury or Property Damage Claims.

Severability of Exclusions – all exclusions are severable with respect to any Insured.

Insured Versus Insured Exclusion Includes Carvebacks for:

- derivative actions
- whistleblowers
- liquidators, receivers or trustees in bankruptcy
- Employment Wrongful Acts
- cross claims or third party claims for contribution or indemnity
- director, officer, trustee, or functional equivalent who has not served in the past four years

Broad Definition of Loss Includes:

- statutory liabilities
- pre and post judgment interest

Broad Definition of Claim Includes:

- monetary damages and non-monetary relief
- civil or criminal proceeding

- formal civil administrative or regulatory proceeding
- arbitration, mediation or similar alternative dispute resolution proceeding

Settlement Provision – coverage for 75% of Loss in excess of a settlement offer rejected by the Insured.

Non-Rescindable – with respect to any Insured Person who was not aware of untruthful facts disclosed on the Application.

Non-Cancelable by Insurer – except for non-payment of premium.

Notice of a Claim by Insureds – no later than 60 days following termination of the Policy Period unless the Discovery Period is elected.

Worldwide Coverage

Acquisitions – automatic coverage for majority owned Subsidiaries formed or created during the Policy Period with assets that do not exceed 25 percent of the total assets of the Insured Organization.

Representations – severability of Insured Persons with respect to representations made in the Application. Only knowledge and representations of the person who signed the Application will be considered as knowledge and representations of the Insured Organization.

Retentions:

- no retention applies to Defence Costs
- no retention applies to Loss involving Insured Persons who are not indemnified by the Insured Organization
- highest retention applies in the event any Claim triggers more than one

Limit of Liability – options of up to \$10 million available.

Optional Coverages

- Notice of Non-Renewal
- Priority of Payments
- Professional Services
- Publisher's Liability Wrongful Acts

For more information on RSA's products and coverage, talk to your Business Development Manager or Underwriter.

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