



# HIGHLIGHT SHEET

## PRIVATE COMPANY MANAGEMENT INDEMNITY PACKAGE

Directors, Officers and Corporate Liability, Employment Practices Liability, and Fiduciary Liability Insurance

FORM TDOPCE (07/15)

### Directors, Officers and Corporate Liability Coverage Highlights

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- Advanced defence costs on **all** personal conduct exclusions until final non-appealable adjudication of the claim
- Broad definition of claim includes:
  - demands for monetary damages, non-monetary or injunctive relief
  - civil, criminal, administrative, regulatory, mediation or arbitration proceedings
  - civil, criminal, administrative or regulatory investigations
  - extradition proceedings
  - any request to toll or waive the statute of limitations
- Broad definition of insured includes past, present and future:
  - deemed or “de facto” directors, officers, trustees
  - members of the board of managers
  - management committee members
  - advisory committee members
  - equivalent positions in foreign jurisdiction
  - employees when named as a co-defendant
  - in-house general counsel
  - board observers
  - risk manager
- Automatic coverage for retired executives
- Definition of loss includes coverage for:
  - compensatory, moral, punitive, exemplary or multiplied damages
  - civil fines, civil penalties or administrative monetary penalties levied against an insured person
  - pre-judgment and post-judgment interest
- Administrative monetary penalties (AMPs) are included in the definition of loss when levied against an insured person. AMPs can be levied against individuals for non-compliance / contravention of legislation and regulations such as the Canadian Anti-Spam Legislation (CASL)
- Broad definition of subsidiary includes majority controlled corporations, partnerships, limited liability companies and joint ventures
- Extradition Proceedings (not limited to sovereign states) includes formal proceedings to extradite an insured person located in any province, territory, state or country to any other province, territory, state or country
- All risk entity coverage
- Affirmative coverage for statutory liabilities
- Corporate Brand Protection / Crisis Management Expenses Coverage protects the corporation’s brands during a claim
- Corporate Investigation Costs Coverage covers expenses incurred while investigating derivative demands brought by a complainant
- Inquiry Costs Coverage, in addition to the policy aggregate limit of liability, covers expenses incurred when an insured person is subject to an inquiry

- Professional Services Coverage covers services performed for the corporation by duly appointed officers who are lawyers, notaries, CA's, CMA's, CGA's or CPA's
- No insured person vs. insured person exclusion
- Entity vs. insured person exclusion does not apply to defence costs and also includes further exceptions for:
  - claims brought by a trustee in bankruptcy, interim receiver, or liquidator
  - independent derivative actions, including "whistleblower" exception
  - crossclaim or third party claims brought by an insured for contribution or indemnity
  - professional services wrongful acts
  - claims brought in a jurisdiction other than Canada, USA, UK, Australia or any other common-law jurisdiction
- Pollution coverage includes:
  - full policy limits for defence costs and indemnity for any security holder claims
  - optional sub-limit for defence costs and indemnity for any claim which is a non-indemnifiable loss
  - full policy limits for defence costs and indemnity for any claim for retaliation against any employee
- Narrow "for" language used in our BI / PD exclusion and fiduciary liability exclusion
- BI / PD exclusion contains an exception for:
  - employee claims alleging mental anguish, emotional distress, humiliation or damage to reputation
  - defence costs for any claim against any insured (including the **entity**) which is a criminal proceeding pursuant to section 217.1 of the criminal code (as amended by Bill C-45) or for any claim brought pursuant to the Ontario Occupational Health and Safety Act
- No failure to maintain adequate insurance exclusion
- No hostile takeover exclusion
- No libel and slander exclusion
- Full severability of all exclusions and application form for insured persons
- Affirmative "Road Show Coverage" included
- Optional excess Side A coverage
- No retention applicable in the event of financial impairment
- No presumption of indemnification provision

## Employment Practices Liability Coverage Highlights

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Traditional Employment Practices Liability coverage includes affirmative coverage for:

- Third Party Wrongful Act Coverage
- Wage and Hour Claims Coverage
- Workplace Violence Expenses Coverage
  - covers workplace violence and stalking threat expenses incurred by the corporation
- Workplace Violence Business Income Coverage
  - replaces lost business income due to the suspension of operations related to workplace violence
- Workplace Violence Loss of Life Coverage
  - pays a benefit amount to the estate of an employee who loses their life due to a workplace violence event
- Includes comprehensive coverage for claims arising from the use of Social Media
- Broad definition of claim includes:
  - demands for monetary damages or non-monetary or injunctive relief
  - civil, criminal, administrative, regulatory, mediation or arbitration proceedings
  - any request to toll or waive the statute of limitations
- Definition of loss includes coverage for:
  - compensatory, moral, punitive, exemplary or multiplied damages
  - civil fines, civil penalties or administrative monetary penalties levied against an insured person
  - pre-judgment and post-judgment interest

- Administrative monetary penalties (AMPs) are included in the definition of loss when levied against an insured person. AMPs can be levied against individuals for non-compliance/contravention of legislation and regulations such as the Canadian Anti-Spam Legislation (CASL)
- Blanket non-profit outside directorship liability coverage is included
- No Pollution exclusion
- No nuclear liability exclusion

## Fiduciary Liability Coverage Highlights

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- Comprehensive coverage for sponsored and insured benefit plans
- Broad definition of claim includes:
  - demands for monetary damages or non-monetary or injunctive relief
  - civil, criminal, administrative, regulatory, mediation or arbitration proceedings
  - any request to toll or waive the statute of limitations
- Definition of loss includes coverage for:
  - compensatory, moral, punitive, exemplary or multiplied damages
  - civil fines, civil penalties or administrative monetary penalties levied against an insured person
  - pre-judgment and post-judgment interest
- Administrative monetary penalties (AMPs) are included in the definition of loss when levied against an insured person. AMPs can be levied against individuals for non-compliance / contravention of legislation and regulations such as the Canadian Anti-Spam Legislation (CASL)
- Advanced defence costs on **all** personal conduct exclusions until final non-appealable adjudication of the claim
- Narrow “for” language used in our BI / PD exclusion
- BI / PD exclusion contains an exception for mental anguish and emotional distress
- No Pollution exclusion
- No nuclear liability exclusion

## Base Coverage Highlights

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- Modular Policy Format
  - allows for complete flexibility with shared or separate limits available for each coverage section
- Pure claims made policy
- Insurer has the “duty to defend”
- Policy is written on a “pay on behalf of” basis and not on a “reimbursement” basis
- Defence Costs Allocation automatically included
- Entire policy is non-rescindable
- Contains a “soft hammer” clause
  - insurer continues to pay 75% of defence costs and loss, if the insured declines a proposed settlement
- Priority of Payments automatically included
- Favourable subrogation provision contains final non-appealable adjudication language
- Spousal and domestic partner liability extension is included
- Non-cancellable by the insurer / 20 days in the event of non-payment of premium
- Insurer must give 60 days’ notice of non-renewal
- Bi-Lateral Discovery Period Extension
- No coinsurance clause
- Affirmative worldwide coverage
- Run-Off Coverage additional premium percentages are predetermined at the inception of the policy



## About Trisura

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**Trisura Guarantee Insurance Company** is a Canadian specialty lines insurance and surety company. Through a select network of national and regional brokerage firms, Trisura Guarantee provides innovative solutions and expertise in Contract, Developer and Commercial Surety, Directors' and Officers' Liability, Fidelity, Professional Liability including Media, Technology and Cyber Liability, Property, Casualty and Warranty products. Trisura Guarantee is rated A- (Excellent) by A.M. Best Company.

Trisura Guarantee is a subsidiary of Trisura Group Ltd., a leading international specialty insurance provider operating in the surety, risk solutions, corporate insurance and reinsurance segments of the market. Trisura Group has three principal regulated subsidiaries: Trisura Guarantee Insurance Company, Trisura International Insurance Ltd. and Trisura Specialty Insurance Company. Trisura Group is listed on the Toronto Stock Exchange under the symbol "TSU".

## The Trisura Advantage

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At Trisura we offer:

- **Expertise** – many years of experience in underwriting and claims handling in the D&O line of business
- **Solutions** – we will take time to meet with clients in order to better understand the risk profile associated with their business
- **Flexibility** – a willingness to look at new companies and classes of business others shy away from
- **Customization** – we will tailor the policy to each individual risk profile
- **Options** – we will consider extensions of the coverage for the appropriate risk in order to address the needs of the client

For more information and to download our application forms please visit our website at [www.trisura.com](http://www.trisura.com)

Refer to your policy for complete details. In case of inconsistency between this document and your policy, the policy terms, conditions and limitations will apply.