



Girl Guides
of Canada
Guides
du Canada

NATIONAL INSURANCE PROGRAM

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SUMMARY OF COVERAGE

Girl Guides of Canada-Guides du Canada (GGC) maintains insurance policies covering the activities of the organization. This booklet is intended to provide a brief summary of GGC insurance coverage for quick reference purposes. For any questions regarding coverage or policy limits, refer to the actual Insurance Policy documents held by the national office.

Girl Guides of Canada holds the following insurance policies:

- General Liability
- Accident and Sickness
- Director's and Officers' Liability

Who is an Insured?

The definition of an "insured" includes, but is not limited to:

- Girl Guides of Canada-Guides du Canada
- Any Member of GGC including Members of Sparks, Brownies, Guides or other branches; registered adult Members; and guests (while participating in any sanctioned activity)
- Any person while voluntarily performing duties on behalf of Girl Guides of Canada which includes, but is not limited to, instructors, teachers, parents, children, Guide leaders or any other volunteers
- Directors, officers, employees and representatives of the organization. The officers of the corporation are the Chief Commissioner, the Deputy Chief Commissioners and the Chief Executive Officer. The directors of the corporation are the members of the board of directors. However, the directors' and officers' insurance policy extends to any volunteer, Member or employee of GGC.

General Liability Policy

A General Liability policy provides coverage against claims arising from third-party bodily injury and/or property damage for which the insured may be legally liable (negligent acts). This coverage can also be referred to as third-party liability insurance.

GGC maintains a General Liability policy that insures GGC-sanctioned activities. If a third party is injured or a third party's property is damaged as a result of, or during, a GGC activity, the General Liability policy will respond to claims arising from the incident.

The policy also provides premises liability coverage for all premises owned/leased/occupied by GGC. Premises liability does not cover damage to physical property. It refers to liability (bodily injury or property damage) arising from the ownership or occupation of premises.

Example – While visiting, a customer trips on the carpet in one of Guide offices, knocking over a glass shelf as she falls. She injures her ankle in the process. The liability policy *will* respond on behalf of GGC for her injury if the incident results in a claim. The policy *will not* pay to replace the broken glass shelf owned by the office.

Example – Guides set up a table to sell cookies in a local mall. A shopper trips over a large box placed beside the table and injures her arm. A claim is brought against GGC as a result of this injury. The liability policy will pay for applicable legal defence costs and, if it was determined that the injury was a result of **negligence** on the part of GGC, the settlement awarded would also be paid under the policy.

Example – Pathfinders have a booth in a local mall for a membership drive. While the table is being carried to the booth during set-up, the corner of the table hits the window of a store and cracks the glass. The general liability policy will provide coverage for damage to the third party's property (window), subject to the policy deductible. If the total damage is less than the deductible (\$5,000) then the cost of repairs *is not* covered.

Insured, Uninsured and Conditional Activities

In accordance with the terms of the General Liability Policy, coverage is provided to all sanctioned activities of Girl Guides of Canada, except those listed directly below as uninsured. In some cases, insured activities are considered high risk and have conditions placed on them requiring additional documentation. These are referred to as conditional activities and are listed below.

A. Uninsured Activities

The following activities are **NOT INSURED** under the current policy and therefore are **NOT PERMITTED**.

- Aircraft flight activities (however, commercial air flights, e.g., Air Canada, etc. or tours of a stationary aircraft, with engine off, not being pushed or towed, are permitted.)
- Bungee jumping
- Hot air ballooning
- Paragliding
- Jet skiing / personal watercraft use
- ATVs / snowmobiles used as an activity

Note: In provinces/territories where an ATV or snowmobile is considered to be a vehicle (according to the provincial/territorial licensing regulations), it would be treated in the same manner as an automobile. The responsibility for insuring an automobile rests with the owner of the vehicle. See the Primary Automobile Insurance section of the Insurance Booklet for additional information.

- Alpine/downhill ski racing and/or snowboard racing
- Ice climbing
- Lead climbing
- Bouldering on an outdoor natural rock face without a climbing harness and rope
- Scuba diving in open water

B. Conditional Activities

The General Liability Policy covers the activities listed below when specific conditions are met. The Responsible Guider is expected to comply with and/or verify that these conditions



are adhered to. This is in addition to following the procedures outlined in Safe Guide 2008. (See Appendix B on page 123 for the details of these conditions.) See Appendix B on page 123 for the details of these conditions.

- Alpine/downhill skiing and/or snowboarding
- Boating with third party service providers
- Horseback riding
- Rock climbing on a natural rock face
- Scuba diving in pools
- Waterskiing
- Whitewater rafting

Alpine/downhill skiing and/or snowboarding

Downhill skiing or snowboarding must include the following conditions:

- This activity must take place at reputable commercial ski hill.
- The Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (SG.5) must be signed and witnessed for all participants (girls and adults) and collected by the Guider in advance of the activity. If a participant is under the provincial/territorial age of majority, the form is signed by her parent/guardian.

Downhill ski *racing* and snowboard *racing* are uninsured and not permitted.

Horseback riding

Horseback riding must include the following conditions:

- This activity must take place at and be sub-contracted to a reputable, commercial riding establishment. Use the Third Party Service Provider Guide.
- The establishment must provide Girl Guides of Canada with a certificate of insurance (to be kept on file by the Unit) showing evidence of liability coverage for their commercial operations including injury to participants with minimum limits of \$2,000,000.
- The Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (SG.5) must be signed and witnessed for all participants (girls and adults) and collected by the Guider in advance of the activity. If a participant is under the provincial/territorial age of majority, the form is signed by her parent/guardian.

Rock climbing on a natural rock face

Indoor and outdoor man-made climbing walls, ropes courses and gym climbing **are covered** under the policy without additional conditions.

Rock climbing on a natural rock face is restricted to top-rope climbing, and is **covered only under the following conditions:**

- The activity is treated as a Red level activity.
- Minimum age of participants is 10 years old at the time of the activity.
- The Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (SG.5) must be signed and witnessed for all participants (girls and adults) and collected by the Guider in advance of the activity. If a participant is under the provincial/territorial age of majority, the form is signed by her parent/guardian.
- Instructors/Activity Facilitators show proof of certification by the Association of Canadian Mountain Guides (or equivalent) to supervise and train participants in safe climbing.

OR



- Approval of the national office is obtained by writing to safeguide@girlguides.ca. The Responsible Guider must provide details about the Activity Facilitator including information about their company, their instructor's qualifications and experience; and documentation such as certificate of insurance (to be kept on file by the Unit) showing evidence of liability coverage for their commercial operations including injury to participants with minimum limits of \$2,000,000.
- Full safety gear, including helmets (as recommended by the above Association or equivalent) is required and used by all participants.
- The activity is only to be undertaken at a site recognized by the climbing community and offering easy access within 500 metres of a public road / access to emergency medical aid.
- The site is to be inspected by the climbing instructor for suitability, safety and maintenance prior to commencing climbing.
- It is strongly recommended that Guiders arrange for and utilize third party climbing guides.

Scuba diving

Scuba diving in open water is **uninsured and not permitted**.

Scuba diving in a pool for instructional purposes is permitted under the following conditions:

- The facilitator of this activity must show proof of certification as Scuba Diving Instructor from the National Association of Underwater Instructors, Canada (or its' equivalent).
- The Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (SG.5) must be signed and witnessed for all participants (girls and adults) and collected by the Guider in advance of the activity. If a participant is under the provincial/territorial age of majority, the form is signed by her parent/guardian.

Waterskiing

Waterskiing must include the following condition:

- The Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (SG.5) must be signed and witnessed for all participants and collected by the Guider in advance of the activity. If a participant is under the provincial/territorial age of majority, the form is signed by her parent/guardian.

Whitewater rafting

Whitewater rafting must include the following conditions:

- The Responsible Guider must arrange for and utilize a third party service provider.
- The establishment must provide Girl Guides of Canada with a certificate of insurance (to be kept on file by the Unit) showing evidence of liability coverage for their commercial operations including injury to participants with minimum limits of \$2,000,000.
- The Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (SG.5) must be signed and witnessed for all participants (girls and adults) and collected by the Guider in advance of the activity. If a participant is under the provincial/territorial age of majority, the form is signed by her parent/guardian.

Boating with third party service provider

When using a third party service provider for boating activities, the following conditions must be followed:



- The service provider must provide Girl Guides of Canada with documentation such as certificate of insurance (to be kept on file by the Unit) showing evidence of liability coverage for their commercial operations including injury to participants with minimum limits of \$2,000,000.
- The Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (SG.5) must be signed and witnessed for all participants (girls and adults) and collected by the Guider in advance of the activity. If a participant is under the provincial/territorial age of majority, the form is signed by her parent/guardian.

Accident & Sickness Policy

The group Accident & Sickness policy is intended to provide the Members of GGC (including employees and volunteers) with some financial relief should injury or illness occur during, or while traveling to and from, a sanctioned activity. Coverage provides some financial assistance for various injuries including death, paralysis or permanent disability.

There is compensation under this policy for medical/dental expenses incurred as a result of an accident. The policy pays for expenses over and above those that can be claimed under a private plan (employee benefit plan, etc.) or a provincial health care plan.

To claim under this policy, the insured (person making the claim or “claimant”) is required to submit the necessary claim forms first to any private insurance provider that is available and/or any provincial health plan. A claim form can be submitted to the GGC policy provider for consideration for any amount incurred in excess of such primary insurers.

This policy **does not** provide travel/medical coverage outside of Canada. Any Members traveling outside of Canada should purchase/arrange for medical travel coverage that would pay for expenses related to an accident or illness (i.e., hospitalization costs incurred outside of Canada).

Note that there are limits of coverage under this policy. Please contact the national office for further details.

Example – Two Guiders are driving to a Guide camp. They are involved in a car accident that results in injury to one of the Guiders. The policy will respond for eligible expenses (as noted above) resulting from the injury.

Example – A Guide trips while at Guide camp and breaks a tooth. As a result of the accident, dental expenses are incurred. Some compensation *may be provided* under this policy for the dental expenses that result from this accident.

Example – While attending camp, a Guide’s filling falls out while she is sleeping. Dental expenses are incurred to replace the filling. Compensation *is not provided* under this policy for these dental expenses.

Directors’ & Officers’ Liability Policy (D&O)

The officers of the corporation are the Chief Commissioner, the Deputy Chief Commissioners and the Chief Executive Officer. The directors of the corporation are the members of the board

of directors. The Directors' & Officers' Insurance policy extends to officers, directors, volunteers, Members, and employees of GGC. A Directors' & Officers' Liability policy (D&O policy) provides protection for the insured for certain claims that arise that do not involve bodily injury or property damage. The General Liability policy responds to incidents where there is bodily injury (someone is hurt) or property is damaged. The D&O policy responds on behalf of the insured for claims alleging a "wrongful act". A director or officer of the organization may be held liable or accountable for their actions or lack thereof. These circumstances can be referred to as "wrongful acts".

Example – Girl Guides of Canada-Guides du Canada is a not-for-profit organization. A claim is brought against the organization (its directors) for mismanagement or improper allocation of assets. The D&O policy would respond to this type of claim.

Example – A person injures herself while on a campsite owned by GGC. A claim is brought against the organization, including its directors and officers, for compensation for the injury. The D&O policy does not cover this type of claim. However, the General Liability policy would provide coverage.

Property Insurance

Insurance coverage for all physical property owned by GGC must be arranged and purchased by the province, area, district or Unit to which it belongs. Physical property includes, but is not limited to, buildings, equipment, contents, stock, machinery, watercraft and camping equipment. With the exception of the property located at the national office building at 50 Merton Street, Toronto, physical property **is not** covered under this insurance. Additionally, the GGC insurance policy does not cover loss or damage to personal belongings of Members or volunteers.

Example – A Guider stored cookies in her garage. The roof leaked and damaged the cookies. The GGC policy will not pay for the damaged cookies. Damage to physical property (i.e., the cookies in the garage) is the responsibility of the province, area, district or Unit to which it belongs.

Primary Automobile Insurance

GGC does **not** carry an automobile policy. Automobile insurance **is not** provided by GGC for the owner of a vehicle, even if the vehicle is being used during a sanctioned event.

Automobile insurance is provincially regulated. The registered owner of the vehicle is responsible for maintaining adequate automobile insurance. Any physical damage to the vehicle, or liability resulting from its use during participation in, or travel to and from, a sanctioned activity is the responsibility of the vehicle owner.

Guiders, parents and other volunteers may, at times, use their vehicles to travel to and from, or to carpool children to and from, sanctioned activities. It is the responsibility of the vehicle owner to make sure that adequate insurance is in place. If a vehicle is used for carpooling, the owner may want to contact his/her own insurance broker to make sure adequate insurance coverage is in place.



Example – While parking for a meeting, a Guider hits the fence on school property. The damage to the fence is \$800. The GGC policy *will not* respond on behalf of the Guider. Compensation for the damaged property is the responsibility of the Guider and her own automobile insurance policy would be asked to respond on her behalf.

Example – A volunteer uses her car to drive her daughter and three other children to a meeting. They are involved in a car accident and some injuries are sustained. Legal action is taken on behalf of the injured parties against the volunteer who owns the car. Coverage would fall under the volunteer's automobile insurance policy. The GGC policy *will not* respond on behalf of the volunteer.

Rental Vehicles

If a province, council or individual rents a vehicle for an event (e.g., to transport Members to and from an event), insurance through the rental car company must be purchased. The maximum third party liability limit should always be purchased. The GGC policy **does not** provide coverage for the rental of vehicles.

Watercraft

The term "watercraft" includes sailboats, canoes, kayaks, rowboats, powerboats, etc. The physical damage insurance for such watercraft is the responsibility of the GGC council, Unit or GGC community that owns it. Depending on the size of the watercraft, special insurance coverage may be required. The local broker should be contacted to discuss adequate insurance coverage on any watercraft.

The GGC policy provides liability coverage for the use of owned, non-motorized watercraft under 30 meters in length. It does not provide coverage for owned, motorized watercraft. In addition the policy provides coverage for watercraft that is not owned, under 30 meters in length. Use of motorized, non-owned watercraft is subject to certain guidelines and restrictions. Claims arising from the use of the above resulting in bodily injury and/or property damage would fall under this Liability policy. Any watercraft that does not fall under the above noted guidelines is **not** covered by the policy.

Example – While sailing a small laser at a Guide camp, a girl breaks her arm. The girl can claim eligible expenses that result from the accident under the Accident & Sickness policy. If a lawsuit is brought against GGC as a result of this accident, the Liability policy will pay for applicable legal defense costs and, if it is determined that the injury was a result of **negligence** on the part of GGC, the settlement awarded would also be paid under the policy.

Example - A wind storm damages GGC-owned boats at a dock at a camp. The damages would be the responsibility of the camp's Liability policy.

INSURANCE CERTIFICATES AND AGREEMENTS

Insurance Certificates

Girl Guides of Canada activities often take place on property owned by other (third) parties. These properties may be public properties (local parks or campgrounds), property owned by other non-profit organizations (Lion's Club premises), religious organizations (churches where Unit meetings take place), commercially-owned facilities (shopping malls) or private premises (Guiders' homes).

Landowners are generally concerned with avoiding responsibility for incidents occurring during use of their land for GGC-sanctioned activities. When the landowner provides the premises for GGC use, they do not want to be held responsible for any accidents or incidents that occur related to the activity. This concern is normally satisfied by Girl Guides of Canada providing the owner or operator with a certificate of insurance.

A certificate of insurance is a document showing proof that coverage is currently in place. This certificate outlines pertinent details including the name of the insurer, effective and expiry dates of coverage, policy information types, policy numbers and the limits of coverage carried. The insurance broker issues certificates of insurance on behalf of the insurer for GGC.

Girl Guides of Canada is concerned about accidents or incidents that may occur on the landowner's premises that are the responsibility of the owner (e.g., equipment failure, unsafe premises, or landowner staff acting in a negligent manner resulting in injury to an activity participant). It is recommended that a certificate of insurance be requested from services/facilities where Guiding activities are to be held. In addition, it is prudent to request a certificate of insurance from service providers. Some examples are listed below. Please also refer to the *Insured, Uninsured and Conditional Activities* section of this guide.

- A bus company hired to transport Members to camp
- A caterer providing services for a function
- A local arena where a skate-a-thon will be held
- A truck driver donating his vehicle for a Santa Claus parade (*see Primary Automobile Insurance Section*)

Obtaining a Certificate of Insurance

Complete the INS.02 form and send it directly to the GGC insurance broker for processing. Fax the request form to BFL Canada Risk & Insurance Inc. at 416-599-5458.

The form is available on the website (www.girlguides.ca). A copy is included in the Addendum section of this guide.

Hold Harmless Agreements and Waivers

In addition to requesting a certificate of insurance from Girl Guides of Canada, a property owner may request a contract be signed. Contracts may include hold-harmless agreements, indemnity agreements, waivers and short-term leases or temporary occupancy agreements that contain hold-harmless or indemnity clauses. These documents can contain clauses that affect the insurance policy held by the national office, and Girl Guides of Canada's legal position in the



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event of a claim. Individual Guiders do not have the authority to sign these contracts. Only the provincial office, or other level office as delegated by the provincial council, has the authority to review and sign these agreements. Send them to the appropriate office for signature.



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INCIDENT MANAGEMENT AND REPORTING

Incident Reporting

It is important that all incidents be reported promptly and **no later than five business days after the incident**. An incident may be defined as anything that occurs which is considered out of the ordinary during a GGC-sanctioned activity. If an incident occurs during said activity, the responsible Guider must complete an Incident Report Form (INS.01). The form is available in Safe Guide and on the national website: www.girlguides.ca



INS.02 Request for Certificate of Insurance

- This form is to be used to request proof of liability insurance currently in force. The certificate will be sent directly to the third party that has requested it and a copy sent to you. Allow up to seven days to process. This form is used for ALL levels of activity as outlined in Safe Guide.
- Fax to: **416-599-5458**
Or mail to: **BFL Canada Risk & Insurance Services Inc.**
181 University Ave, Suite 1605, Toronto, ON M5H 3M7
- If urgent, or if there is no response within the allotted time, please call 416-599-5530 or 1-800-668-5901. Be sure to identify yourself as a Member of Girl Guides to the switchboard.

Guider Contact Information

Responsible Guider: _____

Area/

Unit Name & Number: _____ Community: _____

District: _____ Province: _____

Guider's Address: _____

City: _____ Prov/Terr _____ Postal Code: _____

Telephone Numbers: Home: _____ Work: _____

Fax Number: _____ E-mail Address: _____

How should copy be sent to Guider? Mail Fax:

Event Information

Type of Activity: Meeting Mall Display Other (describe) _____

Time of Activity: _____

Date(s): _____ Number of Participants: _____

Name/Location of Activity: _____

Address: _____

City: _____ Prov/Terr _____ Postal Code: _____

Facility Contact Name: _____

Telephone Number: _____ Fax Number: _____

Name of Owners or Management Company: _____

Address (if different than the location of the activity): _____

City: _____ Prov/Terr _____ Postal Code: _____

Attach a copy of agreement, if available.

Should certificate of insurance be renewed automatically next year? Yes No



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INS.02 Procedures for Requesting Certificate of Insurance (Proof of GGC Insurance)

Often, owners or persons operating facilities where Guiding activities and events take place (Eg. schools, shopping malls and municipalities) will ask for proof of insurance by requesting a “Certificate of Insurance” from Girl Guides of Canada-Guides du Canada.

A Certificate of Insurance summarizes information about our insurance by outlining the name of the insurance company, effective and expiry dates, policy number, and amounts of general liability insurance. If the Certificate of Insurance is being issued for a particular event, it will provide details outlining the date, time, location and description of the event.

1. Complete the Request for Certificate of Insurance providing **all** required information, including Facility Agreement.
2. Fax the completed form to:
BFL Canada Risk & Insurance Services Inc.
Fax: 416-599-5458

Or mail it to:
BFL Canada Risk & Insurance Services Inc.
181 University Ave, Suite 1605
Toronto, ON M5H 3M7

The Certificate of Insurance will be issued to the third party (the owner or management of the facility). Certificates are usually e-mailed or faxed. If the third party does not receive the documentation within the required timeframe, please call BFL Canada Risk & Insurance Services Inc. at 416-599-5530 or 1-800-668-5901. Identify yourself as a Member of Girl Guides to the switchboard.

FREQUENTLY ASKED QUESTIONS

1) Are ATVs covered under the GGC policy?

No. ATVs are specifically excluded under the General Liability policy as an “activity”. In provinces where an ATV is considered to be a vehicle (as per the provincial automobile licensing regulations), they would be treated in the same manner as an automobile. See the Primary Automobile Insurance section of the Information Guide. Any claims arising out of ownership, use or operation of an ATV would not be covered under this policy. Special, separate insurance would have to be arranged for an activity involving ATVs. It is the responsibility of the owner of the ATV to provide insurance coverage just as it is with automobile or snowmobile insurance.

2) Are snowmobiles covered under the policy?

No. In some provinces/territories snowmobiles are considered automobiles and may have operating restrictions imposed upon them by the provincial/territorial highway traffic acts. Therefore, they are excluded from the General Liability policy. The responsibility for obtaining insurance would rest with the owner of the machine.

3) A local non-profit organization has been kind enough to loan our Unit a van for an outing. Is this vehicle covered by our policy?

No, the vehicle is not covered by our GGC policy. When any vehicle is borrowed from a group (such as Kiwanis or Lions), Girl Guides of Canada-Guides du Canada (local office) should request a certificate of insurance from the owner of the vehicle. Liability for injury to the passengers, third party property or damage to the vehicle itself is the responsibility of the owner of the vehicle.

4) When participating in a Guiding event such as a camp, and if driving one of the girls from point A to point B, does Guiding insurance cover minor car accidents such as broken tail lights and scratches to the paint?

No. Any damage sustained to an automobile should be reported to the vehicle owner’s own insurance company for consideration. It will be up to the owner’s insurance company to determine the acceptability of the claim.

5) Does GGC encourage Guiders to drive the girls in their own cars or to arrange for carpooling?

Before driving girls or offering carpooling, drivers should contact their personal broker to make sure the limits carried by their insurance are adequate. GGC relies greatly on volunteers to transport girls, however, the choice to allow their child to be transported is the responsibility of the parent/guardian. The parents can arrange for carpooling on their own as well. However, insurance for operation of the vehicle, including injury to its passengers, is the responsibility of the vehicle owner. GGC does **not** provide automobile insurance.



6) I am renting a car for three days to use during a Guiding activity. Do I need to purchase insurance from the car rental agency or am I covered under the GGC policy?

If a province, council or individual rents a vehicle for an event (e.g., to transport Members to and from an event), insurance through the rental car company must be purchased. The personal maximum third party liability limit should always be purchased. Drivers should contact their own brokers to ensure their insurance limits are adequate. The GGC policy does not provide coverage for the rental of vehicles.

7) Are the girls covered under our Accident and General Liability Insurance when they are out of uniform?

Yes. If they are attending or are involved in any sanctioned activity of GGC, they are covered.

8) If a new Member joins partway through the year, is she covered by our policy from the time she attends her first meeting?

Yes. The policy will cover a new Member regardless of when she joins GGC.

9) Do you have to be a Member of GGC to be covered under the Accident or Liability policies?

No. Volunteers, whether they are Members or not, and guests are covered.

10) When parental signatures are required, do both parents/guardians need to sign? How do we know what the custody arrangements are when only one parent is known?

It is the responsibility of GGC to request that the forms be signed and to obtain the forms accordingly. GGC may not know the custody arrangements. It is the responsibility of the parents to know what their legal arrangements are and to act in accordance with those arrangements.

11) I want to organize a family swim for Guiders and their families. Does the GGC insurance policy cover activities involving adults, parents and siblings?

Yes. The Liability policy provides coverage for all GGC-sanctioned activities, with the exception of uninsured activities. See Safe Guide for water activity procedures.

12) Are we covered to do the Yellow Fish Road project (groups of supervised youth painting yellow fish beside storm drains)?

Yes. GGC participates in many community projects. As long as the activity is approved (with the noted exceptions) it is covered by the policy.



13) Is Guiding equipment that is kept in rented premises or in Guiders' homes covered by the GGC policy?

No. Please check with your provincial office. Camping gear, watercraft or other equipment which is the property of GGC should be covered by a policy arranged and purchased by the province, area, district or Unit which owns the equipment.

14) I've been asked to store a considerable number of boxes of cookies in my garage and basement. Does the policy cover any damage to the cookies while they're in my care?

No. It is the responsibility of the province, area, district or Unit to arrange and purchase property coverage, including cookie coverage.

15) If a Guider has cookies stolen out of her car or out of a hall, does GGC cover this?

No. It is the responsibility of the province, area, district or Unit to arrange and purchase property coverage, including cookie coverage.

16) Do we need to purchase separate insurance for leased golf carts?

Yes. All physical property, whether owned or leased, is the responsibility of the province, area, district or Unit to insure. There is no national coverage for physical property.

17) We occasionally have children with severe allergies or asthma attending meetings or camps. Does the GGC policy address allergic reactions?

From time to time you will be responsible for children with health problems and allergies which will necessitate giving them their medication or preventing them from coming into contact with certain substances. The special needs of the child should be documented on the Personal Health form. The insurance policy would respond provided that your actions or standard of care in the situation were those of a "reasonable person". A "reasonable person" provides the degree of care which a person of ordinary prudence would exercise in similar circumstances.

18) A girl is a newly diagnosed diabetic but does not yet administer her own insulin shots. The Guider is a registered nurse and the parents arrange for her to give the girl the insulin on a regular basis. Is the Guider covered by the policy?

No. The Liability policy does not provide coverage for medical malpractice. This situation would be considered pre-arranged and ongoing which does not fall under the definition of "incidental" under the policy. If a problem arose from the Guider's actions, she *would not* be covered by the policy.

19) I am a Guider. One of the girls in my group is allergic to a variety of things, including bee stings. If she is stung and I have to give her the EpiPen, would I be covered for administering the medication?

Yes. The policy provides coverage for incidental medical malpractice. “Incidental” refers to the provision of medical assistance in an emergency situation, not on a pre-arranged, consistent basis.

20) Are we covered for travel outside of Canada?

No. Medical bills (e.g., hospitalization and medical treatments) as a result of an accident or illness while outside of Canada are not covered by the GGC policy. Separate travel coverage, such as Blue Cross, should be purchased for anyone traveling outside of Canada.

21) Are groups from other countries covered for medicare and hospital insurance when they visit Canada?

No. Visitors to Canada should purchase appropriate medical insurance.

22) Who is insured under the GGC policy?

The definition of an “insured” includes, but is not limited to:

- Guides of Canada-Guides du Canada
- Any Member of the organization including Members of Sparks, Brownies, Guides or other branches, as well as guests while they are participating in any GGC-sanctioned activity
- Any person while voluntarily performing duties on behalf of the insured which shall include instructors, teachers, parents, children, Guide leaders or any other volunteers
- Directors, officers, employees and representatives of the organization. The directors of the corporation are the members of the board of directors. The officers of the corporation are the Chief Commissioner, the Deputy Chief Commissioners and the Chief Executive Officer. However, the Directors’ and Officers’ Insurance policy extends to any volunteer, Member, or employee of Girl Guides of Canada-Guides du Canada.

23) I don’t understand waivers. When can I sign them and why do some have to be sent to the provincial office?

A Guider cannot sign a waiver on behalf of the organization or the participants in a program. Waivers are intended to protect the service provider/property owner from claims that may arise out of their association with GGC. However, because these documents can contain clauses that affect our insurance policy and the organization’s legal position in the event of a claim, all contracts must be sent to your provincial council office, or other level as delegated by the provincial council, for review and signature.

When a service provider requires participants to sign a waiver, a Guider can sign only as an *individual* participating in any activity. She can not sign for any other participant. She can only pass on a waiver for individuals or their parent/guardians to sign.

24) My Brownie Unit will be meeting in my home next season. Am I required to purchase additional insurance?



The General Liability and Group Accident policies provide coverage for meetings taking place in a variety of locations including private homes. If a person attending a meeting is injured while on your premises, the General Liability policy arranged by Girl Guides of Canada-Guides du Canada will respond on behalf of GGC in the event that a lawsuit should arise. You are your own legal entity and, as such, can be sued separately as owner of the house. It is recommended that you check with your personal insurance broker to ensure that sufficient coverage is in place under your homeowner's policy. Also, note that the GGC policy does not provide coverage for damage to Members' homes where meetings are held.

25) Are we covered for lost wages if a volunteer is injured and unable to work, or for child care expenses if a volunteer is hospitalized and child care is required?

No. The Liability policy will only respond on behalf of GGC should the injury result in a lawsuit that alleges GGC negligence in causing the injury to the volunteer. Under the Accident and Sickness policy, there may be some coverage provided for the volunteer depending on the type and severity of the injury.

26) We rent our camp to Guiding and non-Guiding groups. Are we covered if someone injures themselves at camp?

Yes. The Liability policy provides coverage for GGC-owned properties. If a person is injured on camp property while it is being used by Guiding or non-Guiding groups, this policy will respond on behalf of GGC. It is important to obtain a certificate of insurance from any corporation or organization renting or using the camp, adding Girl Guides of Canada-Guides du Canada as "an additional insured" to the group's insurance policy. If the group renting the property are individuals or individual families (i.e., not an organization) then it will be unlikely that they will be able to provide a certificate of insurance. In either case, the GGC policy will provide protection.

27) Would we be covered in the above scenario if alcohol is consumed on the property during the rental/use of the camp?

If there is consumption of alcohol, then the certificate of insurance should list "host liquor liability" as a coverage or "liquor liability" if liquor is being sold during the event. See above for use of the facility by those other than an organization.

28) Do we need to post "No Trespassing" signs around our sites? Is it an insurance issue if someone were to trespass and injure themselves?

You may choose to post these signs. It is important to make sure that all owned/occupied premises are well maintained and kept free from hazards that may cause injury to a person. The policy provides coverage for GGC-owned premises and will respond in the event a claim arises out of ownership of that land, even if the injured party is on the premises without permission.

29) There is a list of excluded activities under the policy. What should we do if our group wants to participate in one of these activities?



These activities are uninsured activities and Members are not permitted to participate. Participation in these activities may result in a breach of the Code of Conduct for all Members. Please refer to Safe Guide for more information.

30) We are planning to take a group of girls to tour the inside of an airplane. The pilot will be taxiing them around the tarmac but not lifting off the ground, so no flying is involved. Is this activity covered by the policy?

No. The Liability policy specifically excludes aircraft and aircraft activities. Whether the plane is flying or taxiing, it would still fall under the exclusion. Only tours of a stationary aircraft (with engine off) are permitted.

31) I'm organizing a hot-air balloon outing for my Unit. The balloon company has asked us to sign a waiver. Would we be covered under the GGC policy should anything go wrong?

No. Hot-air ballooning is specifically excluded. Hot air ballooning where the balloon is tethered to the ground is also excluded. This activity is not permitted by GGC.

Other questions?

Please contact us at: insurance@girlguides.ca.
416-487-5281 ext. 219



Girl Guides of Canada-Guides du Canada
Finance & Administration Department
50 Merton Street, Toronto ON M4S 1A3