



Health Care Protection Program Coverage Summary Document

LIABILITY AGREEMENT
Effective 12:01 am PST July 1, 2012

Note: Summaries are for reference purposes only. In the event of a loss or inquiry, policy wordings including terms, conditions and definitions will apply.

Covered Health Care Agencies (HCAs)	Health-Care Auxiliaries on record with the British Columbia Association of Health-Care Auxiliaries
Additional Interests	HCPP covers a broad range of additional interests including: volunteers; HCA auxiliary members.
Deductible	\$1,000 applicable to third party property damage claims only (except where the loss exceeds \$1,000 no deductible shall apply).
Coverage Agreements	<p>A. Personal Injury, Property Damage and Advertising Liability Provides coverage for all compensatory sums which the HCA shall be obligated to pay by reason of liability imposed by law, or assumed under contract for third party personal injury and property damage or advertising liability arising out of an occurrence.</p>
	<p>B. Legal Liability for Fire Fighting Expense Provides coverage for fire fighting expenses incurred by others which the HCA is obligated to pay.</p>
	<p>C. Professional Liability Provides third party compensatory damages which the HCA is obligated to pay arising out of the provision of or the failure to provide professional services including medical malpractice. Professional services in this context include licensing services.</p>
Coverage Agreements (cont.)	<p>D. Employee Benefits Liability Provides coverage for sums which the HCA shall become obligated to pay because of an error or omission in the Administration of benefits programs.</p>

	<p>E. Voluntary Compensation for Volunteer Workers Provides scheduled amounts for voluntary compensation for volunteer workers who are injured during the course of their performance of sanctioned volunteer activities.</p> <p>F. Non-Owned Automobile Liability Provides coverage for compensatory damages for liability imposed by law resulting from the use or operation of any automobile not owned or licensed by the HCA and used in the business of the HCA.</p> <p>G. Excess Automobile Liability Provides excess coverage over and above valid and collectible primary automobile liability coverage (including any Special Excess Third Party Legal Liability policy) for vehicles owned or used by the HCA in the business of the HCA.</p> <p>H. Defence, Settlement, Supplementary Payments Provides defence, assessed costs and the reimbursement of reasonable expenses incurred at the direction of HCPP for occurrences which are covered under the agreement. Defence counsel shall be selected by HCPP. This coverage is in addition to the general limit of liability. Also provides legal representation for HCA employees called to give evidence in any inquest, tribunal or hearing convened under the <i>Coroner's Act</i> and, at HCPP's discretion, at any inquiry under the <i>Coroner's Act</i>. This coverage does not apply if the employee is called solely to give expert evidence.</p>
Exclusions	<p>The following is not an exhaustive list and represents highlights only. In the event of any discrepancy, coverage wordings shall apply.</p> <ul style="list-style-type: none"> • Damage to: property owned by the HCA or property held for sale by the HCA; property (other than patients' property) held by the HCA for safekeeping or transportation; or tools and equipment rented to the HCA. (This exclusion does not apply when liability is assumed under contract and the property is not insured or covered elsewhere.)

Exclusions (cont.)	<ul style="list-style-type: none"> • Pollution or environmental liability other than an accidental or unanticipated event. The exclusion does not apply to the public health approval function for sewage and waste disposal systems. • Any workers' compensation-related matter. • Any alleged intentional, criminal or illegal act or omission but this exclusion does not apply to any covered person not having knowledge of, nor being a party to, such act or omission. • War or nuclear liability. • Punitive or exemplary damages or fines.
Definitions	<p>The coverage agreement contains many defined terms. Of particular note are the following:</p> <p>Personal Injury – generally means bodily injury, including mental anguish, mental injury, disability, shock, fright, harassment, sickness or disease, or death.</p> <p>Occurrence – means an accident, happening or event including continuous or repeated exposure to a condition or to conditions causing <i>unexpected</i> and <i>unintended</i> personal injury and property damage.</p>
General Conditions	<p>Notice of Accident or Occurrence: Upon learning of a situation which could give rise to a claim, prompt notice with fullest available information must be provided. Full particulars of any writ of summons, demand or suit, letter, document or advice received from or on behalf of any claimant must be provided immediately.</p> <p>Assistance and Cooperation of the HCA: Full cooperation by the HCA and all covered interests is required.</p> <p>Insurance: Coverage under this agreement is in excess of any existing insurance.</p> <p>Subrogation: To the extent a payment is made under this agreement, HCPP is subrogated to the HCA's right of recovery against others.</p>
Dispute Resolution	<p>The agreement sets out the terms under which any dispute regarding coverage will be settled.</p>