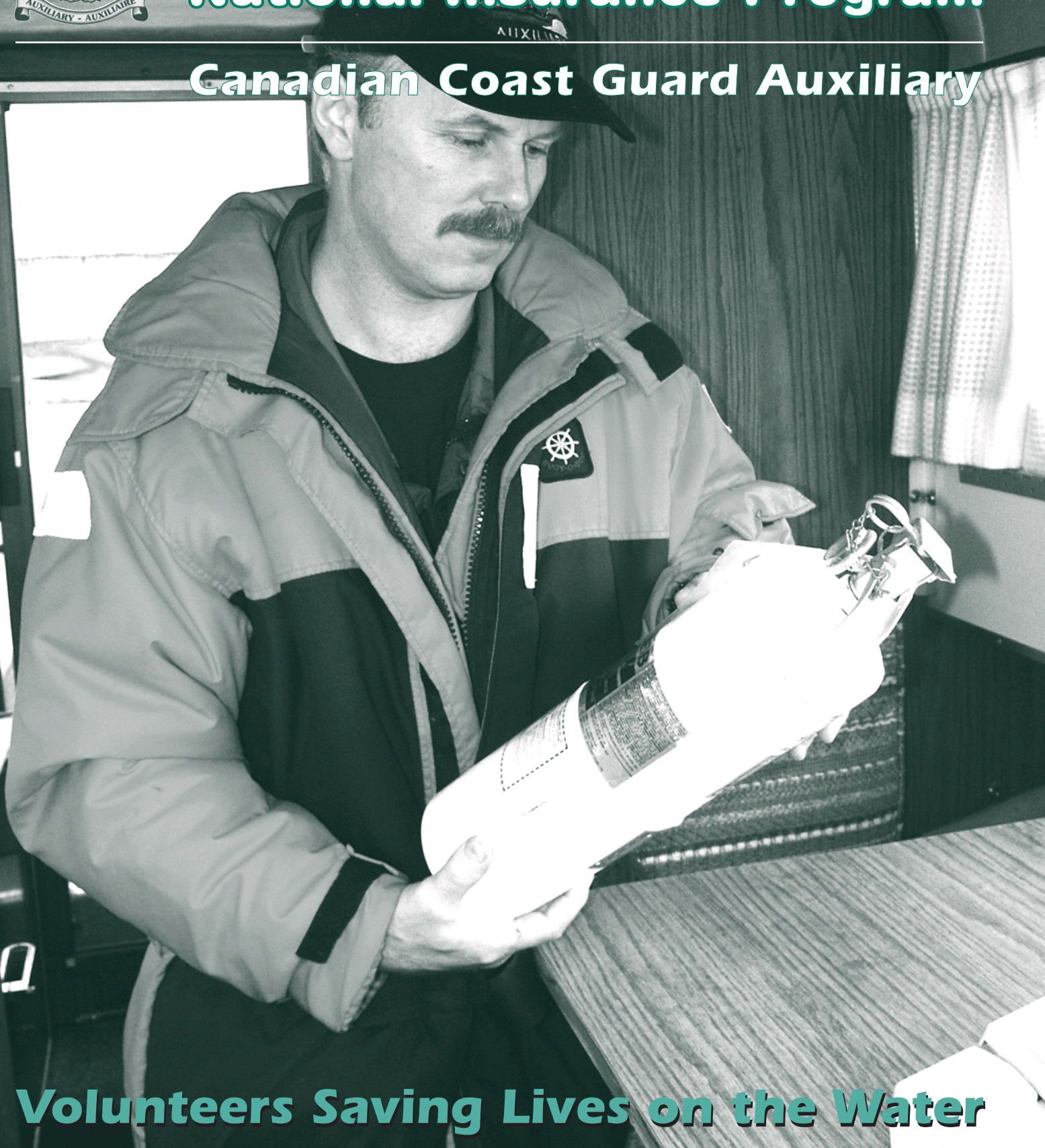




Questions & Answers for the National Insurance Program

Canadian Coast Guard Auxiliary



Volunteers Saving Lives on the Water

1. General Insurance Questions

1 *When does a member's insurance begin under the CCGA insurance program?*

Answer: A CCGA member's insurance eligibility begins once the member has been enrolled and accepted as a member of an Auxiliary association and has signed the Memorandum of Understanding (MOU) between the CCGA and the CCGA member.

2 *When does an owner/operator vessel's insurance begin under the CCGA insurance program?*

Answer: A CCGA owner/operator's eligibility for coverage under the CCGA insurance policies begins once the vessel has been enrolled and accepted by the Canadian Coast Guard as a vessel of an Auxiliary association and the owner/operator has been enrolled and accepted as a member of an Auxiliary association and has signed the Memorandum of Understanding between the CCGA and the CCGA member. Coverage applies during an Authorized Activity.



3 *If a member has not returned his/her membership renewal within the specified time for returning this form, is this member still covered under the CCGA insurance policies if he/she participates in a search and rescue (SAR) tasking or other activity on behalf of the CCGA?*

Answer: The answer is yes - the member would be covered by CCGA insurances. We never want an administrative technicality to interfere with saving lives. However, every effort has to be made to obtain membership renewal forms signed by members. Of course, at some time the CCGA would be forced to strike an individual from the membership list for refusal to renew his/her membership.

4 *If a member has not returned his/her signed Memorandum of Understanding form, is he/she still covered under the CCGA insurance policies?*

Answer: Yes, the member would be covered by CCGA insurances. We never want an administrative technicality to interfere with saving lives. However, every effort has to be made to obtain Memorandum of Understanding forms signed by members. Of course, at some time the CCGA would be forced to strike an individual from the membership list for refusing to submit a signed Memorandum of Understanding.

5 *Are CCGA members covered by the CCGA insurance policies while co-crewing onboard Canadian Coast Guard vessels?*

Answer: Since co-crewing onboard a CCG vessel is an Authorized Activity, CCGA members are covered by the CCGA insurance policies.

6 *Are members' spouses insured under CCGA insurances while traveling with the member to a CCGA function?*

Answer: A spouse accompanying a CCGA member traveling to an Authorized Activity is NOT covered by CCGA insurance policies. The only time a spouse is covered by CCGA insurance policies is when the spouse is an enrolled Auxiliary member and is participating in an Authorized Activity. The trigger for insurance coverage is whether or not an Auxiliary member has been authorized to attend a CCGA function. If the spouse is an Auxiliary member and is authorized to attend then he/she is covered by the CCGA insurance policies.

For example, if a spouse accompanies a CCGA member to a Board of Directors meeting, a National Council meeting, a Regional SAR Skills Competition, a Boat Show, International SAR Competition or CCGA training session and the spouse has not been authorized to attend, that spouse is not covered by the CCGA insurance policies. Authorization to attend a CCGA function means that the CCGA member will be participating in training activities or actively contributing to the meeting or event. Simply accompanying a member to an Auxiliary activity does not constitute authorization to attend.

In most instances, authorization to attend a CCGA function is directly linked to the member's eligibility for reimbursement of travel expenses. The exception to this is attendance at Annual General Meetings. Although a member has not been authorized to be reimbursed for travel expenses to attend their Annual General Meeting the member has the right to attend and therefore would be covered by the CCGA insurance policies.

7 *How often is it necessary for CCGA to renew its vessel insurance, and how is this done?*

Answer: Coverage is continuous with an annual anniversary date of June 1st. The Insurers have the right to survey any vessel as part of the underwriting process. The member may be responsible for these expenses. The examination may be subject to verification by an authorized CCG officer. It is the responsibility of the individual Auxiliary member to advise the appropriate CCG representative of the cost of any additions and/or alterations to their vessel that may affect the insured value of the CCGA vessel.

8 *If a CCGA member offers his services to the JRCC (Joint Rescue Coordination Centre) or MRSC (Marine Rescue Sub-Centre), but is not officially tasked to the search and rescue (SAR) incident, is the member's vessel and are the CCGA members onboard insured?*

Answer: No insurance coverage is in place for the member's vessel or the CCGA members since there is no Authorized Activity.

9 *During an authorized search and rescue (SAR) tasking, are passengers on board a CCGA vessel insured if JRCC (Joint Rescue Coordination Centre) or MRSC (Marine Rescue Sub-Centre) is advised?*

Answer: Normally, JRCC or MRSC would not task a CCGA vessel to a search and rescue (SAR) mission if passengers were on board. If an exceptional circumstance occurs, and the passenger volunteers and agrees to assist if the vessel is short of crewmembers, then they would be covered under the CCGA insurances.

10 *Are CCGA members insured for diving activities during SAR Operations?*

Answer: No. CCGA members are not insured under the CCGA insurance policies for any diving activities.

11 *Are CCGA employees covered by the CCGA insurance if they participate in a search and rescue (SAR) tasking?*

Answer: Yes, the CCGA employees would be covered.

12 *What is the time limit to submit a claim under the CCGA insurances?*

Answer: Each policy has its own requirements but, in general, the policies state that a claim should be reported as soon as possible after an incident has occurred (e.g. if a boat suffered damaged during a search and rescue (SAR) mission, the damages should be reported immediately after completion of the SAR mission). If someone is being sued for something he or she did while involved in an activity

for CCGA, then this should be reported to the CCGA insurance brokers or insurers as soon as the member becomes aware of the potential claim.

13 *While on CCGA business, are members required to rent vehicles (daily rentals) in the name of both the CCGA and themselves?*

Answer: Yes, CCGA members are required to rent vehicles while on an Authorized Activity in the name of both the CCGA and the member. The vehicle must be rented in the name of the CCGA in order to be covered by the CCGA insurance. However, most daily rental agencies will not rent vehicles in the name of a company or corporation only (requiring the vehicle to be rented in the name shown on the credit card used for the rental) unless there is a pre-arranged agreement executed between the daily rental company and the CCGA association. Each of the CCGA associations, or the CCGA associations as a group should explore this type of arrangement for CCGA employees who may rent vehicles on a daily rental basis, as well as CCGA members if they have to rent a vehicle in connection with an Authorized Activity. The CCGA insurance only applies to daily rentals in Canada and U.S.A. and coverage may not be available in all jurisdictions for CCGA volunteer members.

14 *What is the maximum dollar value of a daily rental vehicle that is permitted?*

Answer: The maximum value of a daily rental vehicle covered by the CCGA insurance policy is \$65,000. Under CCGA policy and the CCGA insurance policy, short-term and daily rental of vehicles is limited to Private Passenger and Light Commercial vehicles only.

15 *Can you define personal effects, as this term is used in the CCGA Hull & Machinery or Property policies?*

Answer: The term "Personal Effects" is not defined in the Hull & Machinery policy and the term "Personal Belongings" is not defined in the Property insurance policy. However, both of these policies refer to the belongings or personal property of a member who is insured. It should be noted that some personal property is not covered; such as diving equipment, breakage of equipment of a brittle nature and more...

16 *CCGA Presidents and Business Managers are frequently conducting CCGA activities outside of regular business hours (during evenings & weekends). Are they considered on Authorized Activity at all time?*

Answer: The accident insurance policy extends to all Authorized Activities, whenever they occur.

2. Marine Property & Liability Insurance Questions

17 *Are Canadian Coast Guard Auxiliary (CCGA) community owned vessels or dedicated response vessels (owned by the community or by community members) insured while they are secured at the dock?*

Answer: No. Community owned vessels and dedicated response vessels are owned by members of the community and therefore the owners must maintain their own insurance while not involved in a CCGA Authorized Activity. Only CCGA owned vessels are insured under CCGA insurance policies while they are secured at the dock.

18 *Are CCGA owned vessels insured while they are secured at the dock?*

Answer: Yes, vessels owned by the regional CCGA Associations are insured while they are secured at the dock.

19 *Are Coast Guard vessels loaned to the CCGA insured while they are secured at the dock?*

Answer: Yes, Coast Guard vessels loaned to the CCGA are insured while they are secured at the dock. However, it is CCG policy to no longer loan Coast Guard vessels to the CCGA and this now is done only in exceptional circumstances.

20 *Are CCGA vessels insured while participating in oil spill response activities?*

Answer: Yes, CCGA vessels are insured while participating in oil spill response activities or other pollution resulting from search and rescue operations, but cleaning of rescue vessel hulls resulting from participation in the search and rescue activity is not covered. The polluter would be responsible for the costs associated with cleaning the rescue and rescued vessels.

21 *What is the coverage under CCGA insurance for theft and vandalism of a CCGA owned vessel?*

Answer: Generally, coverage would be provided under CCGA Hull & Machinery insurance to the value declared to insurers for the vessel, to the policy limit with a deductible of 1% of the value declared to the insurer, subject to a \$1,000 minimum deductible.

22 *Are CCGA owned vessels covered by insurance while they are stored on a CCGA member's residential or commercial property?*

Answer: Yes, the vessels are covered under CCGA insurance. There is no restriction on the CCGA Hull & Machinery policy with respect to winter storage. CCGA are insured at any time wherever they are located.

23 *Does CCGA insurance coverage for charter hire include recreational fishing vessels or all vessels engaged in fishing?*

Answer: CCGA marine insurance coverage extends to CCGA commercial fishing vessels only. It is not extended to recreational fishing vessels or other vessels.

24 *Does the marine insurance underwriter cover replacement cost or depreciated value in cases of damage or equipment loss on board a vessel?*

Answer: As a general rule, insurers only pay replacement cost value if this was the value reported to the insurer and the lost or damaged property is actually replaced. Otherwise, recovery would be at the actual cash value (depreciated replacement cost). The CCGA Hull & Machinery insurance provides coverage for the value reported to the insurer, up to full replacement cost, but not exceeding \$2,500 for Personal Effects and there must be a claim on the vessel itself before coverage is provided.

25 *If I have to drop my nets (fish catch) to proceed to a search and rescue (SAR) case, will I be reimbursed for my loss under the CCGA insurance coverage?*

Answer: This type of insurance is not generally available. Normally, there is no coverage for loss of fishnets, gear or fish catch under Hull & Machinery insurance. Loss of fish catch is not insured under the CCGA insurance program. Coverage for fishnets and gear is excluded under the CCGA insurance policy unless an insured value was declared for them at the beginning of the policy period and then only in the event of a total loss of the nets and gear following a declared total loss of the vessel.

26 *Whose responsibility is it to report damage to a CCGA vessel as a result of a search and rescue (SAR) tasking and when?*

Answer: It is up to the CCGA owner/operator member to report any damage or suspected damage to your regional Coast Guard representative immediately following the conclusion of the search and rescue (SAR) case. Once informed, the CCGA regional office is responsible for reporting the claim to the insurer. In addition, if damage occurs during a SAR case every effort should be made to notify JRCC or MRSC of the damage, especially if the

damage might jeopardize the safety of the CCGA vessel and its crew. JRCC or MRSC must be notified so that they can monitor the progress of the CCGA vessel to ensure it reaches port safely.

27 *Is damage to a tasked Auxiliary vessel covered while being slung via helicopter?*

Answer: Yes, coverage is provided under the CCGA marine insurance program.



28 *Does the Hull & Machinery underwriter cover replacement cost value or depreciated value in case of a total loss of a vessel?*

Answer: The CCGA Hull and Machinery policy covers actual cash value or replacement cost value, depending on which type of value was declared to the Insurer.

29 *Is it possible for the underwriters providing the CCGA insurance to make available a standard port insurance policy for our Dedicated Response Vessels?*

Answer: The cost of purchasing port risk insurance for Dedicated Response Vessels is not included under CCGA guidelines and CCGA policy on the insuring of CCGA vessels.

3. Liability Insurance Questions

30 *Are Marine Rescue Society and Community Owned vessels covered by the CCGA National Insurance Program while participating in non-Authorized Auxiliary Activities?*

Answer: No, Marine Rescue Societies and Community Owned vessels should have their own insurance to cover their members, vessels and assets outside of CCGA Authorized Activities.

31 *What insurance coverage does the CCGA have for activities conducted on inland waters (outside of CCG jurisdiction)?*

Answer: While the CCGA Hull and Machinery and Protection and Indemnity Insurance policy does not have any restriction with respect to Canadian Lakes (it is a generic wording), the only way the policy would respond for CCGA activities on those lakes would be if the Auxiliary had obtained an authorization from the Canadian Coast Guard. If the CCGA does not have this formal authorization, then a claim would be denied as the insurers have not agreed to provide coverage beyond what is authorized by CCG.

The Auxiliary has no coverage for vessels unless they are involved in activities formally authorized by the CCG. The insurance policy excludes the use of any CCGA vessel (CCGA owned, privately owned or owned by a rescue society (community vessel)) for Boating Safety activities or other activities not authorized by the CCG.

Under the automobile policy, the CCGA Insurance policy provides coverage for CCGA vehicles and trailers owned by the Quebec, Maritimes and Newfoundland/Labrador regions that may be used for Boating Safety.

The insurance coverage for Boating Safety activities has only been purchased through our Group Travel Accident Policy and is therefore limited to the benefits under that policy (Accidental Death, Dismemberment, Paralysis, Permanent Total Disability and Temporary Total Disability).

The CCG and TC have all agreed to the principle of self-tasking by the CCGA for Boating Safety activities and this has been communicated to the CCGA insurance brokers.

32 *What is the coverage for CCGA volunteers who are charged/tasked with inventory control, stocking, cleaning, shipping, receiving, etc....?*

Answer: If it is an Authorized Activity, the CCGA member is covered by the CCGA insurance policies.

33 *Could you check the availability of insurance coverage for distress flare demonstrations to members of CCGA and to the public? If this insurance is expensive for yearly coverage, could we get some coverage on a per time basis and make this expense as part of our operating costs per training session? The person giving this demonstration is certified and licensed as a pyro-technician as per the requirements of the Explosives Regulatory Division (ERD) of Natural Resources Canada.*

Answer: Insurance coverage for the firing of pyrotechnic distress flares during flare demonstrations may be available for purchase. However, current CCGA policy does not

include the firing by CCGA members of pyrotechnic distress flares during flare demonstrations as an Authorized Activity. It was unanimously agreed at past CCGA National Board of Directors meetings not to authorize this type of activity due to the dangers involved. If the person conducting the demonstration is certified and licensed, this person should provide appropriate liability insurance.

34 *Are CCGA members insured to fire pyrotechnic distress flares during flare demonstrations?*

Answer: No, CCGA members are not insured to fire pyrotechnic distress flares during flare demonstrations because this does not fall within the scope of an Authorized Activity. However, CCGA members may assist Canadian Coast Guard and Transport Canada personnel with flare demonstrations, but the CCGA involvement is limited to logistical support such as crowd control, literature distribution and similar functions.

35 *Are CCGA members covered to use night illumination flares during a search and rescue (SAR) incident?*

Answer: Yes. The use of night illumination flares is a necessary tool for use during search and rescue (SAR) incidents, therefore CCGA members are covered to use them.

36 *Does the liability insurance covering the CCGA Boards of Directors extend outside the CCGA National and Regional Boards and does it include coverage for Boards of community vessels?*

Answer: No, CCGA Directors & Officers Liability insurance coverage only extends to Auxiliary members serving on CCGA National Board of Directors and/or any CCGA Regional Boards. CCGA Directors & Officers Liability insurance coverage would not extend to Auxiliary members serving on another organization's board of directors. It would be up to that organization to insure its own board members.

37 *Are Marine Rescue Society activities considered Authorized Activities for insurance purposes?*

Answer: Only activities authorized by Coast Guard are considered Authorized Activities. If a Marine Rescue Society is participating in activities under the auspices of the Marine Rescue Society then they are not insured under the CCGA National Insurance Program. However, if the activity is considered a Canadian Coast Guard Auxiliary activity and authorized by CCG then insurance coverage applies. There must be Canadian Coast Guard pre-approval in order for insurance coverage to be triggered.

The Canadian Coast Guard and the Government of Canada cannot assume liability for independent corporations



such as Marine Rescue Societies that operate under their own bylaws and which are not required to comply with the CCGA National Guidelines.

If coverage was extended to other corporations outside the six Auxiliary corporations and an accident occurred it would increase liability to the Auxiliary and the Crown through increased exposure and would affect the cost of the insurance premiums.

Marine Rescue Societies and Communities should have their own insurance to cover their members, vessels and assets outside of CCGA Authorized Activities.

4. Automobile Insurance Questions

38 *Are CCGA vehicles, owned or leased by the CCGA, covered by the CCGA insurance policies?*

Answer: CCGA Automobile insurance policies currently cover CCGA owned or leased vehicles in Ontario, Québec, Newfoundland & Labrador, New Brunswick and Nova Scotia if these vehicles have been reported to the insurer. CCGA owned or leased vehicles in British Columbia are required to be covered to a minimum \$2,000,000 combined single limit each accident by mandatory Provincial government insurance provided through the Insurance Corporation of British Columbia (ICBC).

39 *Are CCGA members' vehicles insured under the CCGA insurance program while traveling on official CCGA business?*

Answer: No, CCGA members' vehicles are not covered by the CCGA insurance policies while traveling on official CCGA business. Members are legally required to have

their own vehicle insurance. Members are encouraged to inform their vehicle insurers that they use their vehicles for CCGA business.

40 *Are CCGA members' personal vehicles covered by the CCGA insurance policies while towing a CCGA vessel during an Authorized Activity?*

Answer: No, CCGA members' vehicles are not covered by the CCGA Automobile insurance while towing a CCGA vessel during an Authorized Activity. Members are required to have their own personal motor vehicle insurance. At no time are CCGA members' personal vehicles or personal trailers covered by the CCGA insurance policies.

41 *What is the insurance coverage if a CCGA member is authorized to participate in a search and rescue (SAR) tasking or prevention activity and tows a CCGA owned vessel with his own personal trailer and own personal vehicle?*

Answer: The liability for the Authorized Activity in which the CCGA member is involved is covered by CCGA insurance. The CCGA owned vessel is covered by CCGA insurance. The liability from operation of the member's own vehicle and trailer, as well as damages to the member's vehicle and trailer, are not insured by the CCGA insurance policies and insurance for these is the responsibility of the member.

42 *What is the insurance coverage if a CCGA member is authorized to participate in a search and rescue (SAR) tasking or prevention activity and tows his own vessel with his own personal trailer and own personal vehicle?*

Answer: The liability for the Authorized Activity in which the CCGA member is involved is covered by CCGA insurance. The member's enrolled personal vessel is covered by CCGA insurance. The liability from operation of the member's own vehicle and trailer, as well as damages to the member's vehicle and trailer, are not insured by the CCGA insurance policies and insurance for these is the member's responsibility.

43 *During an Authorized Activity, if a CCGA vessel or trailer strikes another vehicle, building, etc. while being towed, is this covered by the CCGA insurance policies?*

Answer: If a CCGA owned or leased vehicle were towing the trailer or vessel, the CCGA Automobile insurance policy would respond to automobile claims. If the accident involved a member's vehicle towing the trailer or vessel, it would be handled through the member's personal automobile insurance.

44 *Are CCGA members insured as occasional drivers if they drive CCGA owned or leased vehicles?*

Answer: Yes, CCGA members are insured for liability under the CCGA Automobile insurance as occasional drivers as long as they have a valid driver's license (not suspended, etc.) and they have CCGA permission to drive the vehicle. CCGA members should not use these vehicles for personal use. It should be noted that each province has its own particularities with respect to automobile insurance and its applicability, for example in Ontario the Accident Benefit coverage will be provided by the insurer of the driver's own policy and not by the insurer of the automobile being driven.

45 *Are there any restrictions on CCGA owned or leased vehicles when carrying pyrotechnic distress flares?*

Answer: Although there are no restrictions under the CCGA Automobile or Commercial General Liability insurances for the storage or transportation of pyrotechnic distress flares, transportation of flares by CCGA members is not permitted under Coast Guard policy and is not an Authorized Activity. Transportation of Dangerous Goods (TDG) regulations would apply to transportation of pyrotechnic distress flares.

46 *Are CCGA members insured under the CCGA Automobile insurance while driving Government of Canada vehicles on a CCGA Authorized Activity?*

Answer: Government of Canada owned or leased vehicles are NOT covered by the CCGA Automobile insurance policies. CCGA members should contact the federal government department concerned to ensure that their interests are protected while driving Government of Canada vehicles. Also, please note that CCGA members are not permitted to use Government of Canada credit cards for automobile daily rentals.

47 *Are Government of Canada employees insured under the CCGA Automobile insurance driving CCGA owned or leased vehicles?*



Answer: Yes, Government of Canada employees are insured for liability under the CCGA Automobile insurance as long as they have a valid driver's license (i.e. not suspended). Driver's license numbers are provided to the CCGA insurance broker and insurers for individuals who regularly drive CCGA owned or leased vehicles. It should be noted that each province has its own particularities with respect to automobile insurance and its applicability, for example in Ontario the Accident Benefit coverage will be provided by the insurer of the driver's own policy and not by the insurer of the automobile being driven.

48 *Is it possible to purchase insurance coverage for members' personal vehicles while the member is traveling on authorized CCGA business?*

Answer: No, it is not. At no time are CCGA members' personal vehicles or personal trailers covered by the CCGA insurance policies. This type of coverage is not normally purchased by volunteer organizations for its members.

49 *Are CCGA members insured while traveling to and from Authorized Activities or taskings in their own personal vehicles?*

Answer: Yes, CCGA members are covered under the CCGA Group Accident insurance while traveling to and from Authorized Activities in their personal vehicles. However, the member's vehicle is not insured, nor is any injury or damage caused by the member's vehicle. Members' vehicles must be insured under the member's personal automobile insurance.

5. Property & Asset Insurance Questions

50 *What is the coverage on office space and equipment in storage?*

Answer: Currently the CCGA has a property insurance policy for office/storage space and storage of equipment in those spaces for Central & Arctic, Quebec, Maritimes and Pacific Regions. Coverage is provided as per the property description and values reported to CCGA each year. Liability coverage is provided for CCGA or member liability arising out of use or occupancy of leased or occupied space at locations reported to the insurer.

51 *What is the coverage on equipment and supplies?*

Answer: Coverage for Central & Arctic, Québec, Maritimes and Pacific Regions is on an "all risks" basis (including theft) subject to policy exclusions and deductibles. Coverage applies only to property for which values have been reported to the insurer.

52 *Currently the CCGA (Central & Arctic) has rental storage space. What is the coverage (including liability) on the storage unit and its contents?*

Answer: Central & Arctic Region has property insurance in place for office equipment and miscellaneous equipment, including laptops and projectors, as per their annual Declaration of Values provided to the insurer. Liability coverage, including Tenant's Legal Liability coverage, is available, if required, under the Commercial General Liability provisions of the CCGA policy.

53 *CCGA Newfoundland uses Coast Guard office and storage space. Is there coverage for the equipment, owned by CCGA Newfoundland and Labrador, which is stored at this location?*

Answer: No there is currently no coverage since CCGA Newfoundland and Labrador did not submit to the insurer an equipment list identifying any equipment or insured values for any assets requiring coverage.

54 *If a member is a trainer with his own equipment (or equipment borrowed from CCGA) and the equipment is lost, is there any coverage under CCGA insurances?*

Answer: There is limited coverage (\$2,500 limit per claim or occurrence) provided under the Hull & Machinery policy for Personal Effects, however there must be a claim on the vessel itself before this coverage is provided. There is property insurance policy in place for office equipment, property in storage and Personal Belongings for Central & Arctic, Québec, Maritimes and Pacific Regions. Personal Belongings for which values were declared to the insurer are covered under this policy to \$25,000, subject to a \$10,000 deductible.

55 *Can the insurance brokers describe the navigation limits on the Hull & Machinery/Protection & Indemnity policy for the West Coast CCGA coverage?*

Answer: The policy reads as follows for the West Coast: "Warranted no navigation North of 55 degrees North latitude, except for Western Canada where navigation is permitted to 60 degrees North latitude". The insurer recognizes that this warranty may have to be breached from time to time, so the policy permits an occasional breach that is necessary, on the basis that this extension is held covered at the agreed premium, provided the breach of

warranty is reported promptly to the insurer. CCGA pays an additional premium for each breach of warranty.

56 *Is equipment such as night vision goggles, personal floatation devices, pumps, etc., purchased through the New SAR Initiatives Fund, insured for fire, theft or loss?*

Answer: Personal Effects (generally the member's personal property) on board a vessel on an Authorized Activity is covered under the CCGA Hull & Machinery insurance for up to \$2,500, this insurance applies in excess of any other insurance available to the member and the application of the deductible. There is a non-marine property policy in place for property in storage (not stored on a vessel) in each of the Central & Arctic, Québec, Maritimes and Pacific Regions, but this policy excludes coverage for any property on water. Only property values that have been declared to the insurer would be insured under this non-marine property policy, up to a \$25,000 limit with a \$10,000 deductible.

57 *Does the all risks property (non-marine) underwriter cover replacement cost or depreciated value in cases of damage or equipment loss?*

Answer: As a general rule, insurers only pay replacement cost value if the lost or damaged property is actually replaced. Otherwise, recovery would be at the actual cash value (depreciated replacement cost). The CCGA all risks property insurance (non-marine) policy provides coverage to Actual Cash Value for Stock (as defined by the policy, this does not include equipment or Personal Belongings) and Replacement Cost for all other insured property but only for property reported to the insurer and only when the property is not on water or waterborne.

58 *Is the underwriter able to make available an insurance package for owner-operators for their personal use?*

Answer: At this time no program is available from the CCGA insurers. Each of the CCGA associations, or the CCGA associations as a group would need to explore this type of arrangement for CCGA employees and volunteer members.

6. Personal Indemnity & Bodily Injury Insurance Questions

59 *Are CCGA members covered by the Group Accident insurance while traveling to their vessel for a search and rescue (SAR) response or other Authorized Activity?*

Answer: Yes, CCGA members are covered by Group Accident insurance while traveling to their vessel for a SAR response and any other CCGA Authorized Activity.

60 *Are CCGA members covered by Group Accident insurance while conducting boating safety activities?*

Answer: Yes, CCGA members are covered by the Group Accident insurance while conducting boating safety activities.

61 *Are CCGA members covered by the Group Accident insurance while attending meetings?*

Answer: Yes, CCGA members are covered by the Group Accident insurance while attending meetings provided these meetings fall within the scope of Authorized Activities.



62 *If a CCGA member is driving a CCGA vehicle during an Authorized Activity, is he/she allowed to let someone else drive the car? To be covered by the CCGA Insurance, does this other person also have to be a CCGA member on Authorized Activity?*

Answer: To be insured by the accident insurance policy, a person must be a member, volunteer, or volunteer member and participating in an Authorized Activity. However, it is not the intent of the accident policy to insure someone who just happens to be traveling with the member, and the member feels tired and lets the other person drive, and calls this volunteering to participate in an Authorized Activity simply by agreeing to drive the car.

63 *If a member injures himself/herself while on an Authorized Activity, must the members use their own deductible portion from Medicare and/or their own health care insurance first, before claiming against the CCGA insurance?*

Answer: Yes. Expenses that are insured by Medicare cannot be re-reimbursed by a private medical plan, with a few exceptions. After Medicare, an employee's private

health care plan, if there is one, becomes second payer and the CCGA plan sits on top as third payer. It should be pointed out that, if a member does not have a group medical plan through an employer, the CCGA plan will respond as a second payer after Medicare. It is illegal in Canada for insurance companies to sell insurance coverage for protection that is already provided by Medicare.

64 *Are guests of the CCGA covered for personal bodily injury while on board CCGA vessels?*

Answer: Guests, such as media personnel, are covered for personal bodily injury while on board CCGA vessels only if they are invited and the activity is an Authorized Activity. Guests (working or non-working) are not covered while traveling to and from an Authorized Activity. The limit of coverage under the CCGA Group Accident insurance for accidental death or dismemberment for invited guests is \$500,000. It is important to note that guests are not to be confused with persons who volunteer to crew for an Authorized Activity if a CCGA vessel is short of crewmembers. Coverage for bodily injury or property damage to guests on board CCGA vessels would be available to the policy limit under the CCGA Protection & Indemnity (marine liability) insurance. Coverage for bodily injury or property damage to guests on land (or at non-marine locations) would be available to the policy limit under the CCGA general liability insurance.



65 *Are CCGA members insured while traveling to and from Authorized Activities or SAR taskings in their own personal vehicles?*

Answer: Yes, CCGA members are covered under the CCGA Group Accident insurance while traveling to and from Authorized Activities in their personal vehicles. However, the member's vehicle is not insured, nor is any injury or damage caused by the member's vehicle. Vehicles must be insured under the member's personal automobile insurance.

66 *If a member is retired how is compensation under the Group Accident insurance covered if it can't be tied to earnings?*

Answer: For retired or unemployed members, a flat benefit of \$250.00 per week will be paid if a member is disabled because of an accident and is unable to perform all activities of daily living. (Note: Persons receiving employment insurance benefits are considered unemployed).

67 *How many fingers are covered by the group accident insurance policies?*

Answer: The plan will pay 10% of the principal sum for loss of any one finger other than the index finger. The plan will pay 33% of the principal sum for the loss of the thumb and index finger of the same hand. The plan will pay 25% of the principal sum for the loss of all toes of one foot.

68 *What is the Group Accident coverage if I have a heart attack during an Authorized Activity?*

Answer: For the Heart or Circulatory Malfunction insurance under the Group Accident policy, coverage applies only if all of the following conditions are met:

- a. the Heart or Circulatory Malfunction of the Insured Person occurs within twenty-four (24) hours of participating in any Authorized Activity of the Policy Holder (CCGA);
- b. the Insured Person is under sixty-five (65) years of age on the date of such Heart or Circulatory Malfunction;
- c. within two (2) years prior to the date of such participation, the Insured Person has not been medically diagnosed with a Heart or Circulatory Malfunction and has not been receiving any medication or treatment for a Heart or Circulatory Malfunction.

This coverage applies only to class I insured persons - all members, volunteers and volunteer-members of the CCGA. It is also important to note that this age exclusion applies only for Heart or Circulatory Malfunction. All members are insured by the CCGA personal indemnity and bodily injury insurance.

69 *What is the Permanent Total Disability lump sum coverage under the CCGA Group Accident insurance?*

Answer: Permanent Total Disability under the Group Accident policy means that the accidental bodily injuries sustained in a covered Accident during an Authorized Activity solely and directly prevent a person from performing at least two of the six activities of daily living without assistance from another person. This condition must remain

for twelve months and then be determined by a physician to be total, permanent, and irreversible for the remainder of his or her life. The six activities are as follows:

1. **Maintaining continence:** controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters.
2. **Transferring:** moving between a bed and a chair, or a bed and a wheelchair.
3. **Dressing:** putting on and taking off all necessary items of clothing.
4. **Toileting:** getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene.
5. **Eating:** performing all the major tasks of getting food into the body.
6. **Bathing:** washing in either a tub or a shower, including the task of getting in and out of the tub and shower.

Permanent Total Disability Benefit Amount

\$1,000,000

Elimination Period

104 Weeks

This coverage applies only to class I insured persons – all members, volunteers and volunteer-members of the CCGA.



The Company (insurer) will pay the lump sum Benefit Amount less any other Benefit Amount paid or payable due to the same Accident. If the Insured Person has multiple losses as a result of one Accident, the Company (insur-

er) will pay only the single largest Benefit Amount applicable to the Losses suffered.

This insurance does not apply to persons age seventy (70) years or older. What this means is that CCGA members aged 70 or older are not covered by the Permanent Total Disability benefit if they become totally and permanently disabled during a CCGA Authorized Activity. CCGA members must take this into consideration before responding to any Authorized Activity, including search and rescue (SAR) operations.

It is also important to note that this age exclusion applies only for Permanent Total Disability benefits. All members are insured by the CCGA personal indemnity and bodily injury insurance.

70 *Would a member have to use their sick days first from their employer provided benefits, before the CCGA Group Accident insurance kicks in?*

Answer: No.

71 *Is there any short-term illness/injury coverage for CCGA members? We note that there is long-term disability coverage, but cannot see any coverage for those who may suffer some financial hardship because of an injury that is not permanent but requires some rehabilitation.*

Answer: The Group Accident policy provides for a Temporary Total Disability Weekly Benefit for class I and class III. Class I includes all members, volunteers and volunteer-members of the Policyholder (CCGA) who are employed at the time of accident. The insured benefit is equal to 75% of earnings, to a maximum of \$1,000 per week, payable for 104 weeks, with no waiting period. For those not employed at the time of the accident, there is a flat weekly benefit of \$250.00 payable for 104 weeks with no waiting period.

Class III includes all employees, contract employees and consultants of the Policyholder (CCGA). The insured benefit is equal to 75% of earnings to a maximum of \$1,000 payable for 52 weeks with a 7 day waiting period.

Please note that this coverage is in the event of accident only. It does not apply to losses due to illness.

There is also a \$10,000 rehabilitation/retraining benefit. This benefit will reimburse reasonable and customary charges within two years of the accident for rehabilitation and/or training that is necessary to either return the insured person to his or her job or qualify the insured person for an occupation in which he or she would not have been engaged except for having suffered the injury.

72 *Is there any additional coverage for coxswains? Given the maritime tradition concerning responsibility of the Master of the vessel, we can envision a situation where an injured member on a CCGA vessel may also make a claim against the coxswain. Not only would the coxswain be faced with a potential liability but he/she could also be faced with significant legal costs.*

Answer: If the term ‘coxswain’ is used here as synonymous with the ‘Captain’ of the vessel, there is liability coverage under the CCGA marine insurance policy. A coxswain is assigned to a boat by the command authority and can only be relieved by the commanding officer or the senior officer present. The coxswain’s authority is independent of rank and/or seniority in relation to any other person on board the boat. Unlike the commanding officer (captain) of a cutter or ship, a coxswain does not automatically have command authority. If the negligent actions of the CCGA member (Captain) cause bodily injury or property damage to another during a search and rescue (SAR) Authorized Activity, then the CCGA marine insurance policy will respond with respect to a coxswain as it would with respect to the Captain or Master (subject always to the policy terms, conditions, extensions and exclusions).

73 *Are CCGA members covered by the group accident policies as spotters on aircraft?*

Answer: Yes, CCGA members are covered as spotters on aircraft, but they are NOT covered if they act as pilot(s) or crew.

74 *During special events such as regional SAR Competitions, Training sessions, etc. If a non-auxiliary member volunteers his/her time for the event, is that person covered under the CCGA insurance policy?*

Answer: Yes, that person would be insured under the accident policy for the duration of the activity, as these are considered Authorized Activities.

75 *Is a Marine Rescue Society member covered by the CCGA National Insurance Program while participating in an Authorized Auxiliary Activity?*

Answer: Yes, the Marine Rescue Society member is insured under the Auxiliary insurance policies (even if he/she is not a member of the CCGA) as long as the Society’s member volunteers his/her time for the event. A Marine Rescue Society volunteer who simply attends the event on their own initiative as a spectator would not be insured.

76 *Are guests of the CCGA covered for personal bodily injury while attending an Authorized CCGA Activity such as a Regional SAR Skills competition or Annual General Meeting?*

Answer: Yes, Guests of the CCGA are covered for personal bodily injury while participating in an Authorized Activity, at the invitation of the CCGA.

77 *Are guests of the CCGA insured while traveling to and from Authorized Activities in their own personal vehicles?*

Answer: Guests of the CCGA are not insured while traveling to and from an Authorized Activity.

78 *Does the disability coverage provide for suffering from a traumatic incident if no bodily injury occurs?*

Answer: The Temporary Total Disability benefit can be extended to cover disability resulting from a traumatic event provided the following conditions are met:

1. The traumatic event must result in Total Disability (no partial disability).
2. The diagnosis of a psychological trauma meets the generally accepted standards of medical practice.
3. The Total Disability is confirmed by a physician.
4. The Insured Person would have to be actively employed (those individuals in Class 1 who are not employed would not be eligible).

Coverage is limited to 26 weeks for both Class I (employed) and Class 3.

In addition, the psychological therapy benefit can be tied to a traumatic event and not only tied to a specific accidental loss.

Disclaimer:

The wording of these questions and answers is subject to change at contract renewal. It is considered up to date at the time of publication only. For legal interpretation, the text of the actual policies and contractual agreements is the proper source of reference.

