

Insurance FAQ

(as approved by Nordiq Canada and Canadian Snowsports Association)

1. What type of coverage is provided by our insurer to clubs in good standing and their members?

3rd Party General Liability Insurance: the policy will defend claims made against Nordiq Canada members for losses/damage caused by the Nordiq Canada member brought by Third Parties. The policy will also defend claims made by a member against another member or volunteer

Directors & Officers Insurance: Insurance for Director's and Officers of a Nordiq Canada Division, member club against wrongful acts. Designed to provide directors, officers, and their companies/associations with coverage for the costs involved in defending themselves against and settling litigation brought by third parties alleging that they have suffered a financial loss due to the actions and omissions of directors/officers in managing their duties/associations. Directors and Officers are appointed leaders representing the best interest in a fiduciary capacity for your club members, friends, colleagues and you are part of team responsible for the internal management of your club.

Why do I need Directors & Officers Liability?

No director or officer wants to serve on a board and be sued and not have insurance that without it could leave them personally liable.

What types of claims can result against me? • Misrepresentation • Wrongful dismissal • Discrimination • Misleading reports • Inefficient administration • Negligent evaluation • Financial mismanagement • Failure to remit/pay taxes • Failure to comply with the rules of the association/organization

How does D&O protect my club and its board members? Directors and Officers Liability Insurance provides coverage for “Wrongful Acts,” “alleged to have been committed by a club’s Board of Directors, employees, volunteers and officers while executing their duties

2. **Exclusions:** An exclusion is a policy provision that eliminates coverage for some type of risk. Exclusions narrow the scope of coverage provided by the insuring agreement.

What does a COVID (or similar infectious disease) exclusion mean to a club?

If a club is sued by a member who contracted a communicable disease like COVID-19, the insurance policy may or may not cover the claim or consider it. The decision to consider or cover a claim is dependent on the circumstances of the allegations including if there was no documentation and protocols in place to prevent it. If all protocols/Policies/Procedure/ Best practices were followed or even seem to be followed, then the insurance adjusting and legal team would be guiding any response to a claim.

Aspects to any kind of an allegation or a claim:

- i. The actual claim or allegations that are made

- ii. The response by the insurers to the claim which is affected by the formal process involved if there is a lawsuit.
- iii. The lawsuit –a defense by the insurers is triggered and could occur months or even years after the allegations are made and it is only then that a decision on coverage can be made. Up until this point insurers and their adjusters or ourselves would be handling it – at no cost to the club.

How does that impact your activities as a club?

FOLLOW best practices as recommended in your region and your local Public Health Authority as well as entities such as Ministry of Tourism, Sport, Culture and Heritage Industries. Create a safe environment framework that will determine when and if programs can be run and to what capacity for activities by following guidelines set out by regional health authorities and through information available on the [XC SO](#) and [Nordiq Canada](#) website COVID pages.

How does a club mitigate risk in the new world?

Follow advice of local health authorities, sports experts who govern our sport (Federal/Provincial/NSO/PSO) and adopt best practices for creating a safe environment. Ensure that club operations/club houses/services are following the Public Health rules while being very careful about member and non member use. FOLLOW or BEAT BEST PRACTICES