

## TRAVELERS GUARANTEE COMPANY OF CANADA'S BOARD OF EDUCATION LIABILITY INSURANCE

Private Schools  
  Public School Boards  
  Colleges  
  Specialty Education Institutions  
  Universities

### What distinguishes Travelers' Board of Education Liability Insurance?

Travelers' Board of Education Liability Insurance protects the assets of the educational entity, as well as its directors, officers, trustees, teachers, employees, volunteers, and students. It also provides safeguards against unexpected expenditures that could adversely affect cash flows.

- We provide a broad definition of Insured to ensure that coverage is triggered if any of the following parties are involved in a claim

- the educational entity itself;
- past, present and future directors, officers, trustees, governors, teachers, student teachers, employees, volunteers and students (including students on outside training courses authorized by the Educational Entity);
- members of its duly constituted boards, committees, commissions or administrative assemblies;
- the estates, heirs, legal representatives or assigns of the persons listed above, in the event of their death, incapacity, bankruptcy or insolvency.

- Broad definition of Claim which includes a formal administrative, arbitration or regulatory proceeding against any Insured commenced by the Insured's receipt of a notice of charges, arbitration petition, formal investigative order or similar document

- Coverage of defence costs is provided for:

- breach of an employment contract
- allegations of dishonesty/fraud until determined by final adjudication

- Comprehensive coverage of exposures, including:

- Professional Services – any services, including opinions or counseling which were or should have been provided by a professional in the practice of their profession;



- Educational Services – all services legally provided by the educational entity in the areas of culture, education and research;

- Administrative Services – any act, decision, discretionary exercise or prerogative, or, any service legally provided by people elected to the educational entity's board of directors or by the people legally appointed to administrative functions or to the entity's committees, commissions or administrative assemblies that concern the general administration of the educational entity, including:

- administration of finances and funds;
- receiving revenue;
- paying expenses;
- awarding or approving contracts, submissions or agreements

- The policy's bodily injury exclusion contains carve-backs for mental or emotional distress arising out of:

- an actual or alleged breach of an employment contract; or
- the performance of Educational Services and/or Professional Services

- Automatic 60-day Extended Reporting Period – claims for incidents that took place while coverage was in effect but presented to the Insured late in the policy period can still be reported to Travelers within a 60-day period following the policy’s expiry date
- Enhanced Discovery Period – if policy renewal terms are not provided or the policy is cancelled by Travelers, for any reason except non-payment of premium, the Insured can purchase an additional 12 months in which to report claims made against them for wrongful acts that took place before the date of cancellation or non-renewal
- Penal Defence Costs Coverage – reimbursement of Defence Costs incurred in defending any Claim made against directors, officers, trustees, governors or Senior Administrative Staff, while acting within the scope of their duties for the Educational Entity, for penal offences, if the defence of same proves to be fully successful via an acquittal, the return of a “not guilty” verdict or the withdrawal of charges
- Discrimination Coverage – coverage for Defence Costs incurred in defending any Claim made against an Insured arising out of discrimination because of race, national origin, sexual orientation or preference, gender, colour, religion, age, disability, handicap or pregnancy, or failure to integrate or desegregate the student enrolment
- Spousal Clause – coverage for any Claim made against the lawful spouse of a director or officer for Claims arising solely out of his or her capacity as the spouse of a director or officer for an actual or alleged Wrongful Act of a director or officer
- The policy also allows the flexibility of offering Employment Practices Liability coverage via the addition of a Wrongful Employment Conduct Endorsement

## Quality service

- Our de-centralized underwriting allows for efficient, expert service – provided through our Vancouver, Toronto and Montreal offices
- Our dedicated claim service team is staffed by professional claim counsel and claim specialists

## Travelers, an experienced market leader

We insist on quality, making us one of the most respected companies in North America. Travelers, and its related Companies, is known for our superior products and services, and for developing effective insurance solutions to address specific industry risks. In fact, we are the first carrier in North America to offer directors and officers liability coverage – back in 1964.

Our strength is backed by:

- A commitment to offering effective insurance products and services in Canada since 1866
- A.M. Best\* has assigned Travelers Guarantee Company of Canada a financial strength rating of A+ (Superior)
- A consistent ranking on the Fortune 100 list of the largest U.S. companies

\*For a listing of companies rated by A.M. Best and other rating services visit [www.travelers.com](http://www.travelers.com). Ratings listed herein are as of May 15th, 2009, are used with permission, and are subject to changes by the rating services. For the latest rating, access [www.ambest.com](http://www.ambest.com).

<b>Montreal</b>	<b>Toronto</b>	<b>Vancouver</b>
514.875.0600	416.366.8301	604.684.6574
800.361.9427	800.268.8481	866.684.6574

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers Guarantee Company of Canada. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications, and application of legislative provisions.

© 2009 The Travelers Companies Inc. All rights reserved 06/09