

RASC CGL Insurance FAQs

General Principles:

1. RASC National currently arranges a Commercial General Liability (CGL) insurance policy that covers Liability claims against RASC National and all listed RASC centers. This policy does not respond to Property claims. Each center needs to arrange a separate policy to cover its own properties. For example: a center owns an observatory station and holds events there. If a public member makes a liability claim against the center for a slip and fall during an event at the observatory, or damages to third party's property due to RASC center's negligence, current CGL will respond as this is a liability matter. However, if the observatory station takes on some damages due to fire, flood or other reasons, current CGL will not respond to property damages to owned property, a separate policy that the center has arranged for its listed properties will respond. Note that only a few centers have arranged separate insurance coverage for their properties through The Co-operators.
2. In general, liability insurance policy is a contract in which the insurer (insurance company) agrees to cover the insured (a legal entity whether being an individual or a business or an organization) for claims against a specified scope of activities that this legal entity undertakes. For example: Company ABC opens a chain of restaurants and arranges a liability insurance policy for this operation. Company ABC is the insured, and liability insurance policy will cover claims against its restaurant operation. If company ABC later on decides to expand its operation to manufacture foods for retails and does not disclose and arrange with its insurer, insurance coverage will not automatically extend to foods manufacturing operation. In another scenario, a member of ABC decides to open up XYZ restaurant, this member should arrange its own restaurant insurance. In RASC case: RASC and all RASC centers are insureds under the current CGL policy. This policy covers activities, events that are organized by RASC and RASC Centers with regards to ***the promotion of astronomy and applied sciences in the form of administration, publications, distribution and speakers visits; publication of books and other materials aimed at the beginner and advanced amateur astronomers; support of local and national education outreach programs; promotion and coordination of astronomical observing events.***
3. An insurance policy document generally comprises of 2 sections: **A/ Declaration section** lists all coverages, coverage limits, endorsements, conditions, exceptions that are applicable in a specific insurance policy; **B/ Wordings section** defines and details all coverages, endorsements, conditions, exceptions common in most insurance policies by the insurer. The best and most complete way to interpret an insurance policy is to use Wording section to shed lights on specific list in Declaration section. Note that any changes to policy wordings is a major undertaking that requires significant time and resources. Sections that haven't changed aren't repeated in each year's renewal forms.

FAQ Questions and Scenarios

1. What events are covered?

1.1. Overall, there is a wide variety of levels of comfort with both how to access the insurance forms each year and what is covered. It would be useful to have some insurance-approved and RASC-approved "sample" events for a typical outreach scenario and what is both required to ensure coverage and what is covered. For example:

- Formal meeting + outreach (indoors);
- Formal outreach (outdoors) with observing;
- Formal outreach at an official observatory;
- Informal outreach by members / volunteers;

There are two questions to ask to determine if an event/activity is covered or not:

- ***Is this event/activity organized by RASC or RASC centers?***
- ***Does this event/activity fall with the insured operation detailed in General Principle #2 above?***

If answers to both questions are YES, then the event/activity is covered.

So, for the above scenarios:

- Formal meeting + outreach (indoors); **YES**
- Formal outreach (outdoors) with observing; **YES**
- Formal outreach at an official observatory; **YES**
- Informal outreach by members / volunteers; **NO**

1.2. If several members are out at the dark site on a non-event night, and a public person asks for collimation help, does it need to be only the authorized person?

There is no coverage. "Non-event" means that it is not organized by RASC and these members are acting in a personal capacity.

1.3. For many outreach events, such as school events, the outreach is done on short notice and often have rain-checks dates, rescheduling for weather, etc.. Equally, the list of actual volunteers is fluid, with some helping out at the last minute based on availability. Are we forced to refuse them? Getting same-day executive approval for minor changes in names would be a logistical challenge.

If an event is organized by RASC Center, and falls within the scope of General Principle #2 above, then it is covered.

- 1.4. If a RASC member is doing outreach assistance helping the public (part of our service is frequently helping the public set up their scopes and learn how to use them) and the member damages a scope or the public, are they covered? Does the particular member need a written council authorization beforehand to designate it official "outreach"?

How do you know and document whether a RASC member is carrying out a RASC event or is acting on personal capacity? The Co-operator's advice is to be very clear with your members on parameters that they are responsible for and to document it.

2. Who is covered?

- 2.1. Does coverage extend to all full RASC members in good standing?

The insured entities are RASC and RASC Centers including members and volunteers who are acting as agents of RASC and RASC Centers. The relevant question is whether the member carries out an activity organized by RASC or not.

- 2.2. Does the volunteer have to be a member of the Centre?

NO.

- 2.3. What about Centre members who are not national members, if there are any?

Membership status isn't relevant, the relevant question is whether the member carries out an activity organized by RASC or not.

- 2.4. Does it cover members of the public?

The insured entities are RASC and RASC Centers including members and volunteers who are acting as agents of RASC and RASC Centers. If the member of the public is injured due to liability of RASC then that's when the coverage would apply.

3. What is the scope of coverage?

- 3.1. Does the coverage cover personal injury?

What causes the injury? Who is this person? When does the injury happen? During an event organized by RASC or RASC center: if an injury happens to a director, officer, employee, volunteer of RASC, Blanket Accident endorsement will respond/cover; if an

injury happens to a public member due to RASC's negligence, liability coverage will respond.

3.2. Does the coverage cover scope and other equipment damage?

If scope and equipment belong to a RASC center, separate property insurance needs to be arranged before the incident.

3.3. Does it cover only in the event of specific types of incidents or is accidental damage (a member of the public knocking over a scope, for example, or someone dropping an EP) included?

In general, insurance is to cover incidents that are accidental in nature. Also, if a member is in charge and operating an insured equipment and causes damages to this piece of equipment, it is not covered as it is under this member's care and control.

3.4. Is there a deductible?

Yes

3.5. Does coverage include legal defence?

Yes

3.6. Does the insurance cover if a volunteer does something wrong? Assuming the Centre has done due diligence, but something happens and the volunteer is abusive to someone either generally or intentionally, is the Centre liable? Does the insurance cover the Centre? Is there any process that the insurance company requires to authorize a volunteer (criminal record check, etc.)? Are there any proviso's such as those related to standard of duty/care? i.e. Could coverage be denied if the insurer claimed that a member did not undertake his actions with due diligence or "reasonable precautions"?

Insurance coverage is never intended to cover the individual or entity that intentionally commits the wrongful act. If a volunteer is abusive, he or she is not covered, but center is covered. It is important for a center to do its due diligence such as criminal check, reference check, interview, employee/volunteer file... to name a few. The abuse claim against the Centre is afforded by the Abuse Limited Liability coverage endorsement of which the limit is \$1 Million.

4. When are things covered?

4.1. Should a request for the insurance be made for every event held?

If an event is organized by RASC and is in the scope in General Principle # 2 above, it is covered.

4.2. Does the coverage cover the "Centre", a named "event" only with date and time, a regularly occurring event that is mentioned at the start of the year but without dates?

If an event is organized by RASC and is in the scope in General Principle #2 above, it is covered.

4.3. Does the coverage extend to events with RASC members that are not full RASC events? If someone had a scope damaged at a personal observing site? What constitutes an event? If we have a bunch of outreach volunteers doing events, organized relatively autonomously, but included in reporting to RASC, including dates, times, locations and numbers of participants and volunteers, are they considered RASC events and "covered"?

The relevant question is whether the event is actually organized by RASC and documented before the event take place. RASC is the insured, not individuals (whether RASC members or non members) acting on personal capacity.

4.4. Does the "extra" insurance only come into play when additional liability insurance is required (such as by a municipality or other venue)? Do we need to fill out the form for an event where the venue does not request to be "additional insured"?

If the event is organized by RASC and falls within scope of point #2 above, it is covered, there is no need for extra/additional insurance. If an involved third-party requests RASC to provide a proof of insurance, The Co-operators will provide a Certificate of insurance. If an involved third-party requests RASC to add the third party as an Additional Insured to the policy, The Co-operators would provide a Certificate of Additional Insured if it is determined that the request is relevant.

4.5. Is there a standard "expectation" for COVID scenarios -- due diligence, following local guidelines, etc., or something more?

Recommendation from The Co-operators is to follow Local Health Office guidelines at the minimum.

4.6. If an event is not known at the start of the year (i.e. the dates can't be provided as many of them come up on short notice due to weather or invites / requests), does a separate form have to be filled in advance for each session? This could be dozens per

year per Centre. Is there generic wording to say "type X" events? What if the specific members change from event to event?

If an event is organized by RASC and is in the scope in General Principle #2 above, it is covered.

- 4.7. If there is a need to file a request at least 2 weeks prior to the event, this needs to be stated up front as well; members may try in a shorter time span if not told up front of the timeline required.

If an event is organized by RASC and is in the scope in General Principle #2 above, it is covered. Only put through requests if you are required to provide proof of insurance or certificate of additional insured. Although The Co-operators try accommodate requests at the earliest time possible, minimum turn-around time is 5 business days, and The Co-operators would recommend to put the request in early as it would help with your arrangement with third party.

- 4.8. Are these types of events 'covered' under the General COI? If not, would/how could these events be covered? How are last minute pop-up outreach events covered, or are they?

If an event is organized by RASC and is in the scope in General Principle #2 above, it is covered.

- 4.9. It states that "the RASC General Liability insurance covers events described as "normal RASC activities." This covers members at events sponsored by a Centre or the Society, including publicly advertised events." Does "sponsored" imply that all events must be in essence pre-approved by a Centre before insurance will be issued. What if a member organizes an event without permission of the Society or a Centre and requests insurance? Will coverage be granted?

If an event is organized by RASC and is in the scope in General Principle #2 above, it is covered. RASC and RASC Centers are the insureds. Members are covered while acting for RASC, and are not covered while acting in personal capacity. Individuals acting in personal capacity can arrange coverage for their events through an insurer (e.g., Duuo event insurance) <https://duuo.ca/event-insurance/>

- 4.10. Centre Council and sanctioned by the Executive) instructs and hands-off an instrument to a borrower. Council and executive sanction this activity. Can this be covered in a blanket insurance approval? As the exchanges are done very short notice, it is not possible to specify a date/time more than one week ahead (let alone cover one-day delays), and likewise not possible to get approval for each such specific exchange in advance. If they can be covered, how can this be handled? Some forms

seem to ask for a very detailed description. Can we get some type of blanket statement for the value of the loaned instruments?

Separate property coverage should be discussed and arranged with insurer first. Details will lead to different specific arrangements. Current CGL arrange through RASC National only cover liability matters. Only a few centers have separate property coverage at this time.

- 4.11. If a public event is initiated by a non-RASC institutions/venues, but we provide the volunteers (i.e. ask us to make presentations or set up our scopes), do we require RASC General Liability Insurance?

The Co-operators would recommend requesting the other institution/venue to add RASC as additional insured, as this is their event, not ours.

5. Other—Questions that go beyond the scope of our CGL Coverage

- 5.1. If a Centre is incorporated and needs director's insurance, can that be done through RASC and the same insurance company?

Yes. There is a program in place now where centers can arrange D&O coverage with The Co-operators directly while enjoying discounted premium of the program.

- 5.2. What is Directors & Officers insurance?

Directors and officers (D&O) liability insurance protects the personal assets of corporate directors and officers in the event they are personally sued for actual or alleged wrongful acts in managing a company or organization.

D&O insurance will not provide coverage for dishonesty, fraud, criminal or malicious acts committed deliberately by directors and officers. D&O also doesn't cover claim for Bodily Injury/Personal Injury/Property Damage as coverage for these are afforded by CGL, so NO overlap of coverage between CGL and D&O, both policies are needed for protection.