



SCHOOLS PROTECTION PROGRAM INSURANCE MATRIX

All School District (“District”) contracts and agreements to procure services (“contracts”) should contain an indemnification and hold harmless clause to protect the District from claims arising out of the actions of the contractor. The intent of indemnification is that the District be returned to the financial position it was in before the loss occurred either by being reimbursed by the contractor (indemnified) or having the contractor pay for the District’s losses directly (held harmless). Requiring contractors to prove they carry sufficient insurance to cover the risks inherent in their services provides assurance that the contractor has the financial capacity to fulfil this obligation.

There is no one-size-fits-all insurance requirement. Always customize the types and amounts of insurance relevant to a specific contract within the framework of a standard insurance schedule. Consider the activities the contractor will perform and the risks arising from those activities. These risks dictate the insurance requirements, not the value of the agreement or the duration of the contract term.

Include insurance requirements in the solicitation document, and then include the same provisions in the final agreement. Failing to include the same insurance requirements that were prescribed in the tender documents in the final contract exposes the District to complaints or lawsuits by vendors who self-excluded from the procurement process because they did not have sufficient insurance to meet the requirements or by vendors who factored the cost of the required insurance into their bid and were unsuccessful on the basis of their price.

For contracts that have not been preceded by a solicitation process, include the insurance provisions that the District requires of the services – do not modify the District’s requirement to meet the actual insurance types or amounts of insurance that the contractor happens to carry. Next insurance renewal, the contractor may be able to meet the District’s requirements, and if the agreement is assigned, sub-contracted or renewed with a different vendor later, the District’s requirements are already in the agreement. If the contractor can’t or won’t meet the requirements, consider contracting with a different vendor. If your District would accept a lower amount on a case-by-case basis, exceptions to compliance with insurance requirements can be noted by the insurance broker on the Certificate of Insurance.

When District’s are contracting for services, SPP recommends adapting the provincial General Service Agreement (GSA) a copy of which can be found at [General Service Agreement](#). The following Insurance Matrix was developed to work in conjunction with Schedule D of the GSA. The Insurance Matrix sets out some common types of insurance, when to request each, and the recommended wording. As noted, the District’s policy or any internal risk and insurance decision matrix should supersede these minimum recommendations for amounts of insurance to require. Even with a matrix to use as a guide, consider the risk exposures inherent in each individual situation and check the matrix. If you are still uncertain, or suspect that the risk might warrant something else, consult the risk manager or chief risk officer in your organization (or your SPP risk management consultant).

Insurance Matrix:

For advice on Construction Insurance see the section on construction project contracts in the member section of our website www.bcspp.org.

Type of Insurance	When to request this coverage	Minimum Amount <i>(superseded by Institution policy)</i>	Standard recommended language <i>(Note: terms like “additional insured” “named insured” “per occurrence” “per claim” “notice of cancellation” “notice of material change” are used deliberately and are specific to the type of insurance they reference. We recommend that you do not alter any clause without the approval of the Risk Manager or Chief Risk Officer in your organization (or your SPP risk management consultant).</i>
Insurance conditions - ALL			The Contractor must, without limiting the Contractor’s obligation or liabilities and at the Contractor’s own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Institution:
Liability Insurance			
Commercial General Liability (CGL)	All contracts where a contractor performs services to or on behalf of the Institution, or where the Institution is contributing financially to the recipient’s own endeavour. This insurance covers bodily injury and property damage caused by the contractor.	\$2m	Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must: <ul style="list-style-type: none"> i. include the Institution as an additional insured; ii. be endorsed to provide the Institution with 30 days advance written notice of cancellation or material change; and iii. include a cross liability clause.
Tenants’ Legal Liability	When an Institution is leasing or renting space in a building to another party, to cover loss or damage to the leased/rented premises caused by the tenant. This insurance is available as an endorsement to the Commercial General Liability policy or in some cases as a stand-alone policy.	N/A	Tenant’s Legal Liability endorsement on the Commercial General Liability insurance policy in an amount sufficient to replace that portion of the building leased or rented by the Contractor or, if such endorsement is unavailable, Tenant’s Legal Liability insurance in an amount sufficient to replace that portion of the building leased or rented by the Contractor and be endorsed to provide the Institution with 30 days advance written notice of cancellation or material change.
Professional (Errors and Omissions) Liability	This insurance is for professionals providing services that require a degree of specialized skills, expertise or knowledge and are held to a higher standard of care than the average person. This higher level of care means their errors or omissions can cause a financial loss other than bodily injury or property damage, such as: inaccurate assessment or appraisal, improper treatment, inaccurate advice, inaccurate or inadequate information, typographical or recording errors. Unless there is specific wording for a profession set out below, use the “all other professionals” language.		

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Professional Liability for Consulting Professionals	<p>“Consulting Professionals” are specialist professionals who have a negotiated arrangement with the ministries and the provincial public sector which includes health, education and crown corporations. This arrangement limits the indemnity provision in exchange for standardized amounts of professional liability insurance.</p> <p>When the entering into an AIBC 6C 2006 and RAIC6 2002 or RAIC6 2006 contract with a consultant, Institution’s should use the insurance and indemnification clauses as per our construction advice as they delete a limitation of liability that is unacceptable to the Province. Other than that, the GSA should be used in conjunction with the provisions of this matrix.</p> <p>This wording is fixed and must be used unaltered, and only with Consulting Professionals. Consulting Professionals include:</p> <ul style="list-style-type: none"> • Architects/Landscape architects • Engineers (Structural, Mechanical, Electrical, Geotechnical, Civil, etc.) • Surveyors • Interior designers • Construction and Project Managers (when applicable) • Applied Science Technologists • Geoscientists • other similar consultants. 	<p>Replace indemnity provision.</p> <p>Embed wording including the specified sliding scale into agreement.</p> <p>For contracts valued over \$15m negotiate limits <i>(but not less than \$1m.)</i></p>	<p>Indemnity The Contractor hereby agrees to indemnify and save harmless the Institution, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as “Claims”) that the Institution may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or their subcontractors, servants, agents or employees under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Institution, its other contractors, assigns and authorized representatives or any other person.</p> <p>Professional Liability Insurance Professional (Errors and Omissions) Liability Insurance protecting the Contractor, and if applicable their insurable Sub-Contractors and their respective servants, agents or employees, against any loss or damage arising out of the professional services rendered by any of them under this Agreement. Such insurance shall be for an adequate amount acceptable to the Institution and shall in any event be not less than:</p> <ul style="list-style-type: none"> i. Construction valued at \$0.00 to \$2.5 million: \$250,000.00; ii. Construction valued over \$2.5 million to \$7.5 million: \$500,000.00; iii. Construction valued over \$7.5 million to \$15.0 million: \$1,000,000.00; or iv. Construction valued over \$15.0 million: as negotiated, not less than \$1,000,000. <p>Structural, Mechanical, Electrical and Civil Sub-Contractors insurance coverage to be based on the value of their scope of work. All other specialty Sub-Contractors to carry a minimum of \$250,000.00 Errors and Omissions Insurance despite the value of their scope of work.</p>
Professional Liability for IT Services and Management Consulting Services	<p>The Province negotiated with certain knowledge-based professions to limit the liability of the contractor in exchange for standardized amounts of professional liability insurance. These negotiated terms are available for use by Institution’s. We recommend that all contractors who provide these services use these terms whether they were at the negotiation table or not. This wording is fixed and should be used unaltered, and only with these types of services:</p> <ul style="list-style-type: none"> • Information Technology Services • Management Consulting Services • Financial Assurance Services <p>Each of these groups is described on the General Services Agreement Website: GSA</p>	<p>Amounts are fixed and should be used unaltered.</p>	<p>IT Services and Management Consulting Services As set out in the IT Services/Management Consulting Agreement template: Information Technology Services Contract</p> <p>Financial Assurance Services As set out in the Financial Assurance Services Agreement template: GSA</p>

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Professional Liability for Physicians	<p>Physicians (and their medical assistants) who provide clinical services or medical input. Physicians usually belong to the Canadian Medical Protective Association (CMPA) which provides them defence in the event of malpractice claims related to the practice of medicine. There is no monetary limit.</p> <p>Physicians who provide non-clinical advisory services (such as policy, procedure, directive development and implementation, or anything administrative) are NOT protected by CMPA for those services and there is no requirement for other Professional Liability insurance in those cases.</p>	\$5m for medical support staff	<p>Physicians The Contractor represents and warrants that:</p> <ol style="list-style-type: none"> i. it is, and at all times during the Term will be, a member of the Canadian Medical Protective Association; and ii. the provision of the Services is within the normal scope of practice defended by the Contractor by the Canadian Medical Protective Association. <p>The Contractor must provide the Institution with evidence of membership in good standing with the Canadian Medical Protective Association. If, during the Term, the Contractor fails to maintain their membership with the Canadian Medical Protective Association, the Contractor must submit for review and approval by the Institution an alternative risk financing arrangement or policy of insurance protecting against its medical malpractice risk.</p> <p>Medical support staff employed by the Physician providing clinical services <i>(optional – include if the contract involves a corporate entity that includes a physician and clinical support staff)</i> With respect to other personnel providing the Services, Professional Liability in an amount not less than \$5,000,000.00 per claim insuring the Contractor’s liability resulting from errors and omissions in the performance of the Services and this policy will be endorsed to provide the Institution with 30 days advance written notice of cancellation.</p>
Professional Liability for Dentists	Dentists (and their dental assistants) who provide dental services under contract to the Institution or, more usually, to third parties on behalf of the Institution. Dentists not providing dental services (e.g. consulting, sitting on a committee) will not need to show evidence of this coverage.	\$3m	<p>Dentists Professional Liability in an amount not less than \$3,000,000.00 per claim insuring the Contractor’s liability resulting from errors or omissions in the performance of the Services; and be endorsed to provide the Institution with 30 days advance written notice of cancellation.</p> <p>Dental support staff employed by the Dentist providing clinical services Professional Liability in an amount not less than \$3,000,000.00 per claim insuring the Contractor’s liability resulting from errors or omissions in the performance of the Services by the Contractor’s professional staff and this insurance must be endorsed to provide the Institution with 30 days advance written notice of cancellation.</p>
Professional Liability for Pharmacists	Pharmacists (and their pharmacy assistants) who provide pharmacy services under contract to the Institution, or more usually, to third parties on behalf of the Institution. A pharmacist who is not providing pharmacy services (e.g. consulting, sitting on a committee) will not need to show evidence of this coverage.	\$3m	<p>Pharmacist Professional Liability in an amount not less than \$3,000,000.00 per claim insuring the Contractor’s liability resulting from errors or omissions in the performance of the Services; and be endorsed to provide the Institution with 30 days advance written notice of cancellation.</p> <p>Pharmacy support staff employed by the Pharmacist providing pharmacy services Professional Liability in an amount not less than \$3,000,000.00 per claim insuring the Contractor’s liability resulting from errors or omissions in the performance of the Services by the Contractor’s professional staff and this insurance must be endorsed to provide the Institution with 30 days advance written notice of cancellation.</p>
Professional Liability for Lawyers or Law firms.	Lawyers or law firms providing legal services to the Institution by contract. A lawyer who is not providing legal services (e.g. just happens to also be a lawyer in addition to the services they are providing) will not need to show evidence of this coverage. All lawyers who are members in good standing with Law Society of BC are provided with professional liability coverage, which is required by law in BC.	Will vary depending upon the scope of legal services provided.	<p>Lawyers Professional liability in an amount not less than the amount required under the <i>Legal Profession Act</i> and the Law Society of British Columbia.</p> <p>Consult your organization’s Risk Manager or Chief Financial Officer if you are engaging lawyers who are outside of BC.</p>

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Professional Liability for all other professionals	<p>All other professionals including (not a comprehensive list):</p> <ul style="list-style-type: none"> • accountants / financial advisors • acupuncturists/traditional Chinese medicine practitioners • advertising agencies/ graphic designers • chiropractors • dieticians • employment agencies • forensic and accident investigators • funeral directors • forestry / environmental consultants • hairdressers/aestheticians • massage therapists • naturopaths • nurses / counsellors / psychologists • physical therapists • podiatrists • occupational therapists • scientists like biologists, geologists, chemists • testing / diagnostic laboratories <p>Please contact your organization's Risk Manager or Chief Financial Officer or your SPP risk management consultant if you are not sure whether to request this coverage.</p>	<p>\$1m - \$2m per claim or higher depending on exposure.</p> <p>\$5m per claim if services include invasive medical procedures involving puncture or incision of the skin or insertion of an instrument or injection of foreign material into the body.</p>	<p>General – use unless a profession is specified in another category Professional Liability in an amount not less than <\$fill-in> per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Institution 30 days advance written notice of cancellation.</p>
Automobile Liability	<p>Only when vehicles owned, operated or licensed by the contractor will be used extensively in the performance of the contract (excluding driving to/from worksite). Note: evidence of ICBC automobile insurance cannot be provided on a Certificate of Insurance. An ICBC APV47 form is acceptable proof in those circumstances.</p>	<p>\$2-3m per occurrence</p>	<p>Automobile Liability on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for a Certificate of Insurance.</p>

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<p>Aviation Liability</p>	<p>Where the use of aircraft (of any kind) is necessary for the performance of the contract.</p> <p>Where the contract is for the provision of air transportation services only, the contract manager may waive the requirement for Commercial General Liability as the primary risk of the services is covered by this insurance. Include the air taxi only clause.</p> <p>Where the entire aviation portion of the contract will be sub-contracted to another party, the alternate clause may be used, and the air provider's own certificate of insurance may be substituted.</p>	<p>\$3-10m per occurrence or accident per the sliding scale – include the whole clause</p>	<p>Aviation provided directly by the Contractor Aviation Liability insurance on all aircraft operated or used in the performance of this Agreement insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:</p> <ul style="list-style-type: none"> i. \$3,000,000 for aircraft up to 5 passenger seats, or ii. \$3,000,000 plus \$1,000,000 for each additional passenger seat for aircraft up to 10 passenger seats, or iii. \$10,000,000 for aircraft over 10 passenger seats; <p>and this insurance must:</p> <ul style="list-style-type: none"> i. include the Institution as an additional insured; ii. be endorsed to provide the Institution with 30 days advance written notice of cancellation or material change; iii. include a cross liability clause; and iv. where applicable, such policy will also include coverage for aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than \$50,000 per occurrence. <p>For air taxi only. As above, and add: Where this Agreement is for air transportation services only, the requirement for Commercial General Liability insurance may be waived at the discretion of the Institution.</p> <p>For aviation that will be entirely provided by a subcontractor and not by the Contractor The Contractor will cause any Sub-Contractor providing aviation services related to the Contractor's performance of this Agreement to carry, and to provide evidence to the Institution of their compliance with this requirement, Aviation Liability insurance on all aircraft operated or used in the performance of this Agreement insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any Canadian Aviation Regulation and in any event not less than a per occurrence combined single limit of:</p> <ul style="list-style-type: none"> i. \$3,000,000 for aircraft up to 5 passenger seats, or ii. \$3,000,000 plus \$1,000,000 for each additional passenger seat for aircraft up to 10 passenger seats, or iii. \$10,000,000 for aircraft over 10 passenger seats; <p>and this insurance must:</p> <ul style="list-style-type: none"> i. include the Institution and the Contractor as additional insureds; ii. be endorsed to provide the Institution and the Contractor with 30 days advance written notice of cancellation or material change; iii. include a cross liability clause; and iv. where applicable, such policy will also include aerial drift or misapplication of fertilizers or herbicide chemicals in an amount not less than \$50,000 per occurrence.

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Watercraft Liability Also known as Protection and Indemnity or Marine Liability Insurance	<p>Where the use of a floating vessel or structure is necessary for the performance of the contract and an integral part of the contractor's operations (i.e. it would not be possible to perform the agreement without it).</p> <p>In some cases this coverage can be included in a CGL policy (as determined by the insurance broker). Ask for this policy if you are unsure about the type of watercraft or whether there would be coverage under the CGL. The certificate of insurance may come back noting that there is no policy but that coverage required is already included in the CGL.</p> <p>If the services involve marine towing of any kind, add the optional portion of the clause. For marina facilities, boat storage, boat repair etc. please contact your organization's Risk Manager or Chief Financial Officer or your SPP risk consultant for language.</p>	<p>\$2m per occurrence for contractor's own operations and float homes</p> <p>\$5m per occurrence for ferry services, water taxi, floating lodges and any towing operation</p>	<p>Watercraft Liability insurance on all watercraft operated or used in the performance of this Agreement by the Contractor (including rented watercraft), in an amount not less than the limits of liability imposed by the <i>Marine Liability Act</i> and in any event not less than <\$fill-in> inclusive per occurrence, and this insurance must:</p> <ol style="list-style-type: none"> i. include the Institution as an additional insured; ii. be endorsed to provide the Institution with 30 days advance written notice of cancellation or material change; and iii. include a cross liability clause. <p>Marine towing <i>(optional – include if the contract involves barges, tugboats, salvage) As above, and add:</i></p> <ol style="list-style-type: none"> iv. include coverage for marine towing operations.
Sudden and Accidental Pollution	<p>Contractor has large amounts of hazardous substances which, if spilled or released accidentally, could cause property damage, bodily injury or be expensive to clean up. Coverage might be added by endorsement to a Commercial General Liability policy but not every insurer can provide this type of endorsement, so a stand-alone policy may be necessary.</p>	<p>Depends on risk, usually \$250k - \$1m</p>	<p>A Sudden and Accidental Pollution endorsement on the Commercial General Liability insurance policy or Watercraft Liability insurance policy as applicable with a limit of liability not less than <\$fill-in>, or, if such endorsement is unavailable, a Sudden and Accidental Pollution insurance policy insuring against bodily injury, property damage and cleanup expenses arising from new pollution conditions arising from the Contractor's performance of this Agreement with a limit of liability not less than <\$fill-in> per occurrence, and this insurance must include the Institution as an additional insured and be endorsed to provide the Institution with 30 days advance written notice of cancellation or material change.</p>
Environmental Impairment Liability Also known as Pollution Legal Liability, Environmental Site Liability, and Pollution Premises Liability.	<p>There is significant risk that the contractor's operations will cause the discharge, dispersal, release or escape of significant quantities of irritants, contaminants or pollutants into or upon land, air or water and cause harm if accidentally spilled and/or which gradually seep to neighbouring properties building contamination over time.</p>	<p>Always consult your organization's Risk Manager or Chief Financial Officer or your SPP risk consultant before requesting this or coverage.</p>	<p>Environmental Impairment Liability (Pollution Legal Liability) insuring against bodily injury, property damage, and cleanup expenses (including removal and/or transit and disposal of contaminants) arising from gradual or sudden pollution events arising from the performance of this Agreement by the Contractor in an amount not less than <\$fill-in>, and this insurance must include the Institution as an additional insured for its vicarious liability as land owner, project owner, or party to this Agreement, and be endorsed to provide the Institution with 30 days advance written notice of cancellation or material change. If this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of 24 months beyond the date of cancellation or expiry of this Agreement.</p>

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Property Insurance			
Employee Dishonesty	Security and Janitorial Services, armoured car services, couriers, debt collectors, any contractor handling money or who has access to government cash or assets. Also known as Fidelity Bond, Comprehensive Crime Insurance, or Comprehensive Dishonesty, Disappearance and Destruction Insurance.	Based on the amount of cash and attractive valuables at risk.	A Blanket Position Fidelity Bond (Employee Dishonesty insurance) covering any or all persons used or employed by the Contractor for the provision of Services under this Agreement in an amount not less than <\$fill-in> per claim arising out of any dishonest or fraudulent act that results in the loss of money, securities or other property of the Institution, and this insurance must protect the Institution by way of a "third party endorsement" and be endorsed to provide the Institution with 30 days advance written notice of cancellation or material change.
Property	Property or assets owned by Institution's in the care, custody or control of the contractor. Does not apply to vehicles out for repair, and certain other types of property. Consult your organization's risk manager or chief financial officer or your SPP risk consultant for more information.	Always consult your organization's Risk Manager or Chief Financial Officer or your SPP risk consultant before requesting this coverage.	<p>Custody of Institution's property (e.g. storage facilities, loan of Institution's property for Contractor use) Property Insurance in an amount not less than the full replacement cost for all property owned by the Institution in the care, custody and control of the Contractor including, if applicable, property in transit. This insurance must include the Institution as a <u>named insured</u> as its interest may appear, be endorsed to provide the Institution with 30 days advance written notice of cancellation, and include a waiver of subrogation in favour of the Institution.</p>
	Contractor's assets that if lost or damaged would impair their ability to perform the contract.		<p>Contractor only transporting property (e.g. courier, shipping company) Motor Truck Cargo Insurance in an amount not less than <\$fill-in> per vehicle transporting property owned or controlled by the Institution in the care, custody or control of the Contractor. This insurance must include the Institution as a named insured as its interest may appear, be endorsed to provide the Institution with 30 days advance written notice of cancellation.</p> <p>Contractor provides major, essential services on behalf of the Institution out of their own facilities All-risk Property insurance against physical loss or damage, including the perils of Earthquake and Flood, covering business contents, including electronic data processing equipment and media to full replacement cost value, extra expense coverage for expenses necessarily incurred by the Contractor to continue normal operations which are interrupted as a result of an insured property loss.</p> <p>Contractor is using expensive, special equipment to perform key electronic-based services All-risk Property insurance in an amount sufficient to replace the Contractor's equipment, including the perils of Earthquake and Flood, including where applicable coverage for the Contractor's computer and electronic equipment, and data and programmes on computer media, that if lost or damaged would impair the Contractor's ability to perform the Services. This insurance must be endorsed to provide the Institution with 30 days advance written notice of cancellation and include a waiver of subrogation in favour of the Institution.</p>
Insurance conditions - ALL			<p>All insurance must be primary and not require the sharing of any loss by any insurer of the Institution.</p> <p>The Contractor must provide the Institution with evidence of all required insurance in the form of a completed Certificate of Insurance:</p> <ol style="list-style-type: none"> a. within 10 working days of commencement of the Services; b. if the insurance expires before the end of the term of this Agreement, within 10 working days of expiration; and c. Notwithstanding (a) or (b) above, if requested by the Institution at any time, the Contractor must provide to the Institution certified copies of the required insurance policies. <p>The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.</p>

