
INSURANCE – IMPORTANT TERMS AND CONDITIONS TO BE SHARED WITH THE APPLICANT’S INSURANCE PROVIDER

It is recommended that you involve your insurance company or insurance broker before you submit an application for encroachment agreement because it is possible that you may face challenges which will cause unavoidable delays in your application process.

These include, but are not limited to:

- You may have to change insurance companies,
- You may have to increase your insurance coverage,
- You may have to increase the amount of insurance you carry,
- You may have to pay higher monthly insurance premiums,
- Your insurance company may face challenges adding the City as an additional insured party onto your policy
- Only City of Mississauga Certificate of Insurance Form will be acceptable.

A PDF fillable City of Mississauga Certificate of Insurance Form can be obtained at www.mississauga.ca/certificateofinsurance.

BELOW ARE EXAMPLES OF INSURANCE REQUIREMENTS YOU WILL FIND IN THE ENCROACHMENT AGREEMENT

Category 1 – Insurance Requirements for Residential Encroachments

1.0 INSURANCE

1.1 Without limiting the generality of any indemnity provisions, the Applicant shall at its sole cost and expense, obtain and maintain in full force and effect at all times throughout the term or extended term(s) of this Agreement, insurance satisfactory to the City with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. The Applicant shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. All insurance pursuant to this clause shall be primary and shall not call into contribution any insurance available to the City. The insurance shall include but not be limited to:

- (a) General liability insurance in respect of the City Lands and premises, and the operations of the Applicant thereon against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the Applicant, their respective employees, servants, agents, contractor’s, invitees or licensee’s, to the inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence. Such insurance shall specifically state by its wording or by endorsement that:
 - (i) The City is included as an additional insured under the policy only with respect to the operations and obligations of the Applicant as outlined in this Agreement.
 - (ii) A waiver of subrogation rights which the insurers may have against the City and any indemnified person(s) and against those for whom the City is in law responsible.
 - (iii) “All Risks” Property, and if applicable, including equipment and machinery, insurance coverage in such amounts as required to adequately insure the

Applicant's property, equipment, machinery and other such property in the care, custody and control of the Applicant. The policy shall contain a waiver of rights of subrogation against the City.

- 1.2 Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material change is given by the insurers or the Applicant to the City at least fifteen (15) clear days before the effective date thereof.
- 1.3 Upon execution of this Agreement and prior to each insurance policy renewal date, the Applicant shall deliver to the City a completed City of Mississauga Homeowners/Residential Liability Certificate of Insurance evidencing insurance required under this Agreement. **Only City of Mississauga Certificate of Insurance Form will be acceptable. A PDF fillable City Certificate Form can be obtained at www.mississauga.ca/certificateofinsurance.** This form must be completed by an authorized representative of the insurance company and specifically addressed to:

Manager, Realty Services
300 City Centre Drive
Mississauga, Ontario, L5B 3C1
e-mail: realtyservices@mississauga.ca
File: PO.16._____
- 1.4 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as the City may reasonably require from time to time.
- 1.5 In the event the Applicant delivers a certificate of insurance on the City's standard form, or any other document evidencing the policies of insurance the Applicant is required to maintain hereunder, and such document fails to evidence all of the insurance requirements required by this Agreement, the omission by the City to identify a deficiency in the certificate provided shall not be construed as a waiver by the City of the Applicant's obligation to maintain the insurance policies required to be maintained under this Agreement.

Category 2 - Insurance Requirements for Commercial Encroachments

2.0 INSURANCE

- 2.1 Without limiting the generality of any indemnity provisions, the Applicant shall at its sole cost and expense, obtain and maintain in full force and effect at all times throughout the term or extended term(s) of this Agreement, insurance satisfactory to the City with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. The Applicant shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. All policies required pursuant to this clause shall be primary and shall not call into contribution any insurance available to the City. The insurance shall include but not be limited to:
 - (b) Commercial general liability insurance in respect of the City Lands and premises, the Encroachment Area and the obligations and operations of the Applicant thereon against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the Applicant, their respective employees, servants, agents, contractor's, invitees or licensee's, to the inclusive limit of not less than Ten Million (\$10,000,000.00) Dollars per occurrence. Such insurance shall specifically state by its wording or by endorsement that:
 - (i) The City is included as an additional insured under the policy but only with respect to the operations and obligations of the Applicant as outlined in this Agreement;
 - (ii) The policy includes tenant's legal liability, contractual liability, non-owned automobile liability, products and completed operations coverage, owner's and contractor's protective liability, contingent employer's liability, employees as additional insured's and sudden and accidental pollution liability with a minimum of 120 hours discovery and reporting period;

- (iii) If applicable, where underground works are undertaken, the policy must **not contain an “XCU” coverage exclusion** - provides coverage for property damage and injury related to construction works such as excavation, pile driving, blasting, vibration, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause, explosion due to mechanical equipment, and underground works;
 - (iv) Hoist, crane and hook liability coverage in the amount of the value of the equipment being lifted at any one time during the performance of the work and not less than two million (\$2,000,000) dollars per occurrence;
 - (v) The policy contains a cross-liability and severability of interest clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (vi) A waiver of subrogation rights which the insurers may have against the City and any indemnified person(s) and against those for whom the City is in law responsible.
- (c) “All Risks” property, including machinery and equipment, insurance coverage in an amount equal to the full replacement value of all property owned by the Applicant or for which the Applicant is legally liable including any improvements to the Encroachment Area. The policy shall protect the interests of the Applicant and City in the improvements and that loss, if any, be payable to the Applicant and City as each of their respective interests may appear.
- (d) Automobile Liability insurance with limits of not less than two million (\$2,000,000) dollars per occurrence (**Five million (\$5,000,000) dollars for construction vehicles**). The policy must provide coverage for bodily injury or property damage arising out of the ownership, use or operation of all owned and/or leased automobiles of the Applicant.
- (e) Environmental Impairment Liability insurance covering all operations as described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage in the amount of at least two million (\$2,000,000) dollars per occurrence and shall remain in force throughout the term of this Agreement.
- 2.2 All policies of insurance required of the Applicant pursuant to this agreement shall:
- (f) contain an undertaking by the insurers to notify the City in writing not less 30 (thirty) days prior to any material change or cancellation of the policies;
 - (g) contain a waiver of rights of subrogation against the City;
 - (h) be primary and shall not call into contribution any insurance available to the City.
- 2.3 The Applicant shall be liable for all increases in insurance premiums payable by the City which are attributable to the Encroachment Area.
- 2.4 Upon execution of this Agreement and prior to each insurance policy renewal date, the Applicant shall deliver to the City certificate(s) of insurance evidencing all insurance requirements as per this Agreement. **Only City of Mississauga Certificate of Insurance will be acceptable. A PDF fillable City Certificate can be obtained at www.mississauga.ca/certificateofinsurance.** The form must be completed by your insurance Broker and forwarded to:

Manager, Realty Services
 300 City Centre Drive
 Mississauga, Ontario, L5B 3C1
 e-mail: realtyservices@mississauga.ca
 File: PO.16. [REDACTED]

- 2.5 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as the City may reasonably require from time to time.
- 2.6 In the event the Applicant delivers a certificate of insurance on the City's standard form, or any other document evidencing the policies of insurance the Applicant is required to maintain hereunder, and such document fails to evidence all of the insurance requirements required by this Agreement, the omission by the City to identify a deficiency in the certificate provided shall not be construed as a waiver by the City of the Applicant's obligation to maintain the insurance policies required to be maintained under this Agreement.