

B.C. must pay former hockey player \$609,500 for sexual abuse

In 2005, the province of British Columbia was found vicariously liable when volunteer hockey coach Richard Hall sexually assaulted a young player. One of the province's probation officers had failed to inform the minor hockey organization that Hall was a convicted sex offender.

In a separate case, Hall sexually abused another young B.C. hockey player, known only as D.K.B. to protect his identity. Once again, a probation officer had failed to warn the minor hockey club that Hall posed a danger in his role as a volunteer goalie coach. The province admitted liability, and the parties agreed on general damages of \$125,000 and special expenses of \$3,000.

The plaintiff then sued the province for \$2.3 million in loss of earning capacity.

D.K.B. was born in 1975. By the age of 10, he had demonstrated exceptional abilities as a goaltender, playing and excelling in older age divisions.

He met and became close to Hall, who regularly attended the boy's games, gave him goaltending advice, took him fishing and to the movies, and socialized with his family. The plaintiff looked upon Hall as a father figure and big brother.



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In the summer of 1988, Hall sexually abused D.K.B. on two separate occasions.

The boy was horrified and terminated his relationship with his assailant. He was ashamed and embarrassed and told no one.

The next year, some of Hall's other crimes were publicized, and the plaintiff disclosed the abuse to his parents. His father took him for a medical examination, but no counselling was provided.

In September of that year, at the age of 14, the plaintiff left home

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Comprehensive policy for environmental contractors

Elliott Special Risks' new Environmental Contractors Package (ECP) product provides a policy that combines commercial general liability (CGL) and environmental liability.

This package policy is specifically designed for restoration contractors, asbestos/lead removal contractors and contractors involved in mould remediation, but can also be used for other environmental contractors.

Policy features include:

- Commercial general liability—our standard occurrence wording with an asbestos and mould exclusion

- Environmental Impairment Liability (EIL)—our standard claims-made EIL wording with products/completed operations extension but no asbestos or mould exclusion (thereby providing the cover)
- Covers all non-environmental losses as well as environmental losses relating to asbestos or mould remediation and can be written on a stand-alone basis for this type of work
- Minimum premium—\$5,000

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\$609,500 for sexual abuse victim (continued from page 1)

to attend Grade 9 at Athol Murray College of Notre Dame in Wilcox, Saskatchewan. He began drinking at the end of Grade 10 and drank more and more regularly during his high school years. His academic performance slowly deteriorated, although he continued to excel as a goalie. He said he was haunted by memories of the abuse.

When he was 17, the Toronto Maple Leafs drafted him in the eighth round of the NHL entry draft. He attended the Leafs' training camp in 1993 and again in 1994, but his drinking and his inability to get along with others were problematic. However, his playing at the training camps was impressive enough that the Leafs' assistant general manager said the

team intended to offer him a contract in due course.

During the following year, his playing deteriorated and he showed a lack of emotional control while playing, lashing out at his defencemen and ice officials.

In June 1995, the Leafs' management told him that a contract would not be offered.

For the next nine years, he played mainly in the East Coast Hockey League (ECHL), with occasional call-ups to the American Hockey League (AHL) or the International Hockey League (IHL). During this time, he earned about \$200,000 in total.

He obtained his real estate licence in South Carolina in 2004 and eventually retired from hockey in 2005. He

has been only modestly successful as a real estate agent.

In *D.K.B. vs. the Province of British Columbia*, the plaintiff claimed that the abuse occurred at such an early stage of his development as a goaltender that he was unable to reach his full potential and that this failure caused losses and damage.

The defendant argued that there was no real likelihood that the abuse resulted in an impairment of the plaintiff's income-earning ability. The province said it was highly speculative that he would have been drafted higher had the abuse not occurred and that his symptoms negatively affected his hockey career.

Justice Dev Dley relied upon the testimony of Dr. O'Shaughnessy, a clinical psychologist qualified to give expert evidence in evaluating individuals who were sexually abused in childhood.

O'Shaughnessy said the kind of abuse suffered by the plaintiff, at the age when he experienced it, would grossly disrupt the development of his sense of person and his identity. It would result in perceiving himself to be damaged and angry. It led to the development of personality, depressive, and alcohol-abuse disorders.

"I am satisfied that the plaintiff's disorders, which affected his mental health, had a negative impact on the mental and emotional tools required to fully realize one's potential as a professional hockey player," the judge said. "What remains to be determined is the extent of the damage caused to the plaintiff's career by the disorders."

The judge looked to the plaintiff's performance in the ECHL for factual evidence of his goal-tending abilities.

"He commenced his hockey career in the ECHL and played at that

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Elliott's abuse liability coverage

Our program for abuse liability coverage complements our primary general liability (GL) and Sport, Leisure and Recreation programs for clients who are exposed to allegations of physical or sexual abuse.

The program coverage is supported by our Canadian Liability Insurance program and is available to clients for whom we currently write the GL coverage.

Our program features:

- Response to any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse
- Coverage for employees and volunteers

- \$1-million policy limit—higher limits available
- Separate claims-made policy wording
- Defence costs included in policy limit
- One-year extended reporting period available at an additional premium
- Canada only.

Sorry, but we can't write boarding schools, religious institutions or native bands.

Please contact our Canadian Liability Insurance or Sport, Leisure and Recreation departments for further details.

level for the majority of the next nine years,” he said. “Occasionally, he was elevated to play in the AHL or the IHL. The statistics indicate that at the higher levels of professional hockey, the plaintiff was not as effective—his save percentage decreased. . . . The evidence indicates that the plaintiff was a good ECHL goaltender. That was the level of competition that he could sustain. There was nothing unusual about the fact that he did not play at the NHL level—the overwhelming majority of hockey players do not achieve that goal.”

However, the fact that the plaintiff likely did not have the overall ability to play at a higher level does not result in an elimination of the claim for loss of opportunity, according to the judge.

He therefore found that the damage to the plaintiff’s career was the loss of a first three-year contract with an NHL team. He also awarded a small amount for loss of income as a realtor.

The entire award of \$609,500 included:

- Non-pecuniary damages (as agreed)—\$125,000
- Past income loss:
 - Loss of first hockey contract—\$372,000
 - Loss of realtor income—\$20,000
- Future income loss—\$75,000
- Cost of future care:
 - Vocational rehabilitation services—\$10,000
 - Psychotherapy program—\$4,500
- Special damages (as agreed)—\$3,000.

To read the complete judgment in this case, go to <http://www.courts.gov.bc.ca/jdb-txt/SC/11/04/2011BCSC0418.htm>. (Note that the sums awarded at the end add up to \$609,500, not \$605,000 as stated.)

Other recent judgments

U.S. freight broker must pay almost \$24 million for accident caused by independent driver

In March 2011, the Appellate Court of Illinois affirmed a 2009 lower court award of \$23,775,000 for three victims who were seriously or fatally injured as the result of a crash caused by a tractor-trailer.

The driver of the truck, DeAnn Henry, admitted that she was unable to stop her truck and ran over several vehicles that were at a standstill in front of her on Interstate 55 near Plainfield, Illinois. William Taluc sustained serious injuries, and Joseph Sperl and Thomas Sanders died.

C.H. Robinson Worldwide, Inc. (CHR) is a logistics company that provides a variety of transportation-related services. At the time of the accident, it was a federally licensed freight broker but it did not own tractor-trailers or employ drivers. It sold its services to customers or shippers needing to transport goods and then contracted with carriers to provide the transportation.

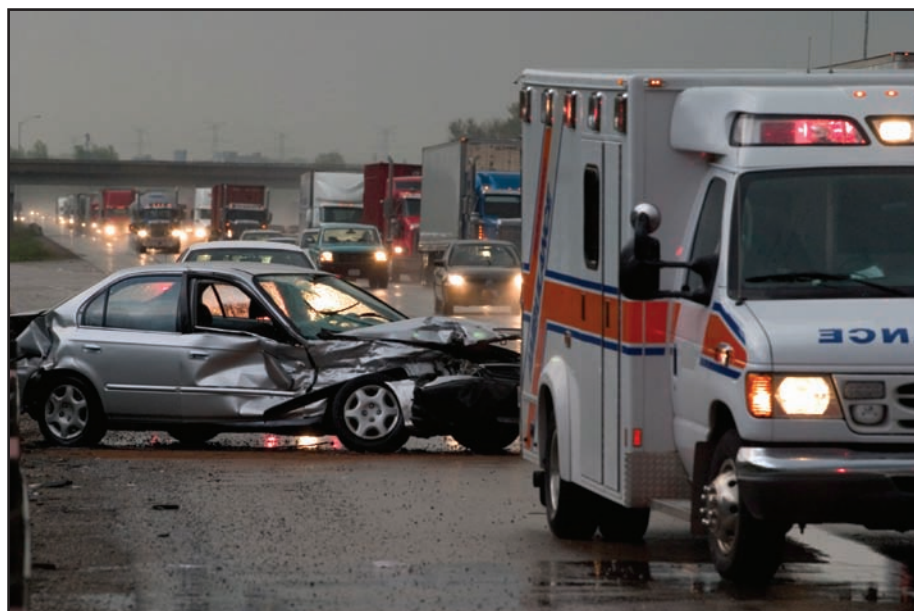
One of those carriers was Toad L. Dragonfly Express, with which CHR had a contract. Henry owned her semi-tractor and leased it to Dragonfly. In the spring of 2004, Dragonfly gave Henry permission to use its carrier authority to book and deliver loads on her own.

On April 1, 2004, when the collision occurred, Henry was delivering a load of potatoes on behalf of CHR, a job that she booked directly with CHR, not through Dragonfly.

Taluc and the families of Sperl and Sanders sued Henry, Dragonfly and CHR for personal injuries and wrongful death sustained as a result of Henry’s negligence. Henry and Dragonfly admitted liability. CHR denied liability and sought contribution from Henry and Dragonfly.

In March of 2009, a jury in the Circuit Court of Wills County, Illinois, found CHR vicariously liable for negligence in the accident. The trial court entered a total judgment of \$23,775,000—\$7,775,000 for Taluc’s claim, \$8,750,000 for the Sanders family’s claim and \$7,250,000 for the Sperl family’s claim. The trial court denied CHR’s motion for a new trial

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New publication highlights the liabilities of directors and officers—insurance is a must!

In February of 2011, law firm Ogilvy Renault and insurer AXA Canada jointly released the booklet, *Identifying and Managing the Risks of Corporate Directorship*.

The publication points out that shareholder claims and corporate bankruptcies are on the rise. Litigation in these areas represents a large portion of the liability facing directors and officers and is therefore a legitimate concern for anyone asked to serve as a director.

“Directors are being named as co-defendants, along with corporations,



in more and more class actions,” the report says. “These proceedings enable a single representative to file suit, often claiming substantial damages, on behalf of hundreds or thousands of individuals with a similar interest.”

In addition, governments are increasingly suing corporate directors under statutory provisions that allow them to recover sums whose payment is provided for by law, such as unpaid source deductions on employee wages and non-remitted sales taxes. Employees also have recourse against directors in the event of non-payment

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Elliott D&O program delivers peace of mind

Our Directors and Officers (D&O) program offers industry-leading coverage for public and private corporations as well as non-profit organizations, associations, charities, foundations and unions. Underwritten on behalf of Lloyd’s A-rated Markel Syndicate 3000, coverage can include:

- Worldwide territory
- Broad definition of subsidiary
- Employees as co-defendants
- Priority of payments provision
- Employment practices liability coverage
- Fiduciary liability coverage
- Private company entity coverage
- Spousal and estates coverage
- Defence costs for pollution claims

- Broad insured versus insured coverage
- Bilateral, pre-set extended reporting periods
- Predetermined allocation for securities claims
- Joint venture, partnership and association coverage
- No-charge extended reporting period for retired directors
- Full severability of exclusions and non-rescindable protection
- Punitive damages where insurable
- Blanket outside directorship coverage for non-profit and Canadian for-profit organizations.

Union Executive Liability insurance

Our D&O program offers a specially tailored insurance product

with limits up to \$5 million for Canadian labour unions, including protection for executives, officers, trustees, employees, volunteers and shop stewards.

Our Union Executive Liability insurance policy provides comprehensive coverage for wrongful acts, including broad personal injury coverage and coverage for claims arising out of collective bargaining negotiations.

Visit our website—www.elliottsr.com—for more information and applications.

Contact Tom Warden in Toronto or Lynda Houle in Montreal.

of wages and vacations owing to insolvency or other reasons.

All directors must act with honesty and good faith to advance the best interests of the corporation, exercising loyalty, care, prudence and diligence. Any conflicts of interest must be disclosed to the board, and confidential information must never be used for the profit of a director or third party.

Directors of publicly traded companies have additional obligations, such as disclosure of ownership or control of securities in the corporation. Securities laws also impose restrictions on trading in the securities of the corporation when the trader has knowledge of privileged information.

“It is essential for directors to limit their liability by making sure they comply with their statutory duties and for the corporation to purchase a liability insurance policy for their benefit,” the publication says. “Any measures in place should be reviewed regularly to ensure that they are adequate and afford the best possible protection.”

The publication describes procedural protections that may apply to directors and identifies laws that may provide for indemnification by the corporation under certain circumstances. It also presents a list of defensive strategies directors should employ to ensure that they discharge their duties appropriately.

No matter how careful directors are, the ever-increasing risks they face in the course of their duties mean that a directors’ and officers’ liability (D&O) insurance policy is crucial. In addition to being highly complex insurance products, these policies vary in their wording from one insurer to another. The publication provides a comprehensive checklist of the components of a D&O policy that must be reviewed on a regular basis.

Elliott’s who’s who

Jan Hill

Jan joined the Elliott team in February 2011. She has had extensive experience in the professional liability field as a broker and brings great depth and perspective to our E&O team. She joined us from a major insurer and is keen to continue her career on the underwriting side of the business. She earned her CAIB in 2009 and is working toward her RPLU designation.



Jo-Anne Hawthorne

Jo-Anne has joined Elliott Special Risks as Assistant Vice President and Manager of both the Professional Liability and Directors and Officers Liability departments in our Montreal office. She started her insurance career in 1991 with ENCON Insurance Managers Inc. in Ottawa, where she held various positions over the years. She is looking forward to her new challenges and is thrilled to be part of the Elliott team.



Glenn Minnis

Glenn joined the Elliott team in January 2011 to launch our office in Vancouver. He began his insurance career in 2004 with Ecclesiastical Insurance Office



in Toronto and was first to graduate from their Leadership Development Program. In 2008 he transferred to Ecclesiastical’s Vancouver office, where he held the position of Senior Production Underwriter, a hybrid role of underwriting and marketing. An ambassador with the Insurance Institute since 2009, he holds his CIP and is to receive his FCIP in June 2011. Glenn’s specialized experience in non-profit risks, property and casualty is sure to enhance the Elliott reputation and expand our brand in British Columbia.

Nancy Costa

Nancy joined Elliott Special Risks as National Marketing Manager in January 2011. Her career began in 1999



with the Economical Insurance Group as a claims adjuster. Shortly thereafter, she completed her CIP and held a number of senior casualty examiner roles at Western Assurance (a division of RSA), Chartis (formerly AIG) and Zurich, where she later moved into various management and operational management roles. Her experience includes research and analysis, outsourcing management, contract procurement and negotiations, audit management, compliance monitoring, strategic business planning and branding. Her claims background, strong drive to succeed, constant focus on customer service excellence and relationship management skills are valuable assets to the Elliott team and its future.

Other recent judgments *(continued from page 3)*

or a judgment notwithstanding the verdict.

CHR appealed, arguing that the evidence in the first trial failed to establish an agency relationship between itself and Henry and that the trial court erred in refusing to allocate fault with Henry and Dragonfly.

CHR claimed that Henry was an independent contractor, not its agent.

“Generally, a person injured by the negligence of another must seek remedy from the person who caused the injury,” wrote Appellate Court Judge James E. Garrison. “The principal-agent relationship is an exception to this general rule. . . . Under the doctrine of *respondeat superior*, a principal may be held liable for the negligent actions of an agent that caused a plaintiff’s injury, even if the principal did not engage in any conduct in relation to the plaintiff. A principal is vicariously liable for the conduct of its agent but not for the conduct of an independent contractor.”

The difference between agent and independent contractor is defined by the level of control over work performance. An agency is a consensual relationship in which a principal has the right to control an agent’s conduct

and an agent has the power to affect a principal’s legal relations. An independent contractor relationship is one in which an independent contractor undertakes to produce a given result but, in the actual execution of the work, is not under the order or control of the person for whom he does the work.

In this case, the appeal court judge agreed with the lower court jury that Henry was acting as an agent of CHR, for several reasons.

First, CHR controlled the manner of Henry’s work performance. The company required her to have a refrigerated trailer of a specified length and dictated special instructions, such as picking up the load at a specified time, continuously measuring its temperature, and staying in constant communication with CHR dispatchers. CHR enforced these special instructions with a system of fines, imposed as incentives to get the load delivered on time. CHR’s scheduling demands created pressure on Henry to get to her destination, despite federal regulations mandating that she drive no more than 10 hours each day. If she followed federal regulations, she would be late delivering her load.

Second, the work Henry performed was directly related to, if not the same as, the general transportation business conducted by CHR. The firm was in the business of transportation logistics and necessarily required the service of tractor-trailer drivers. Henry’s work was hauling freight for customers.

Finally, CHR controlled the method of payment. Henry called CHR and requested a load. Dragonfly was not involved in the negotiations, and once Henry accepted the load, CHR dispatched her, not Dragonfly. If Henry successfully completed the delivery, CHR would pay her directly by depositing the negotiated fee into her bank account.

With regard to apportioning liability with Henry and Dragonfly, the finding of an agency relationship between CHR and Henry eliminated this possibility. Henry admitted negligence, and the jury found that she was acting as CHR’s agent when the accident occurred. CHR was found liable only by application of the doctrine of *respondeat superior*. Because CHR’s liability was exclusively derivative, it was not entitled to an allocation or comparison of fault.

For the complete judgment in this case, go to <http://www.state.il.us/court/Opinions/AppellateCourt/2011/3rdDistrict/March/3090830.pdf>.

Onus on insurer to make sure policyholder notified of cancellation

On May 22, 2008, Marcia Walker purchased a President’s Choice insurance policy, administered through Scottish & York Insurance Co. Ltd., which is owned by Aviva Canada Inc.

On August 11, 2008, she was injured in a motor vehicle accident. She phoned President’s Choice the

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New at Elliott—

U.S. motor truck filings

If you have a risk that requires U.S. motor truck filings in excess of a \$1-million limit, Elliott Special Risks can now write the business. Please forward your enquiries to Cathy Lanktree or Frank Reda in Toronto, or Danielle Legault in Montreal.



next day to report the collision and make a claim for income replacement and housekeeping and home maintenance benefits.

She was told that her policy had been cancelled for non-payment of premiums. Scottish & York argued that she was not entitled to the benefits because she knew or ought to have known that she was driving without insurance.

Walker gave evidence that she was touring the U.S. with her children in the summer of 2008 and had left her home in the care of her 20-year-old son.

She testified that before she left for the U.S. in June of 2008, she made sure that there was enough money in her account to pay her bills. Scottish & York said that when it tried to make the first premium withdrawal, the bank said there were insufficient funds.

The insurer sent a notice to Walker by registered mail, informing her that her policy would be cancelled as of July 15, 2008 if she didn't remit the missed payment and insufficient funds charge by July 14. Canada Post returned the notice to Scottish & York on July 10, marked as "unclaimed."

Walker said she had no knowledge of the registered mail and her son had not told her of any notice.

Scottish & York argued that she had effectively refused to be notified of the cancellation by not claiming her registered mail.

The Financial Services Commission of Ontario arbitrator, Lloyd J.R. Richards, concluded that the onus was on Scottish & York, not Walker's son, to ensure that the notice got to Walker.

"In light of the fact that Scottish & York provided no proof that Ms. Walker knew or ought to have known that her insurance had been cancelled, I find that Walker had no reason to



believe that she was driving without insurance," Richards wrote.

Insurance fraudster must pay ICBC more than \$170,000

Randall Wiese lied about his residency in order to obtain insurance from the Insurance Corporation of British Columbia (ICBC), then billed the insurer for more than \$102,000 in claims.

Between 1997 and 2005, the Alberta resident repeatedly told ICBC that he lived in British Columbia in order to obtain auto insurance. During that time, he made claims in 14 separate accidents involving seven different cars, totaling more than \$102,000.

In *Insurance Corporation of British Columbia vs. Randall Robert Wiese*, Justice Terence Schultes found that Wiese had committed 47 acts of fraud.

"I am satisfied that there was a very protracted, repetitive process under which Mr. Wiese maintained this façade that he was in fact residing in British Columbia, often in Coquitlam. A core representation of an insured in obtaining coverage from the plaintiff is residency in the province of British Columbia, and but for that representation, insurance would not have been available to the defendant," the judge said.

"Mr. Wiese had numerous accidents. He appears, in addition to being a person who was not honest with the plaintiff, to also be a person who has a proclivity for poor driving."

As well as assessing damages of \$102,855.48 for the claim payments and \$1,148.51 for adjusting and investigating expenses against Wiese, the judge awarded \$70,000 in punitive damages.

He awarded the additional damages because Wiese's acts satisfied all of the conditions set down in case law. He committed a fraud on the public; his conduct was at least quasi-criminal, being an offence against the insurance legislation; his acts were repetitive, going on over eight years; and his misrepresentation was deliberate.

The judge based the amount on a previous case in which a single fraudulent misrepresentation attracted punitive damages of \$5,000. He said 14 separate acts of fraud in this case should be punished with 14 times \$5,000, or \$70,000.

To read the complete verdict in this case, go to <http://www.courts.gov.bc.ca/jdb-txt/SC/11/02/2011BCSC0238cor1.htm>.

Environmental coverage *(continued from page 1)*

- Minimum deductible—\$2,500 on the CGL and \$5,000 on the EIL
- Capacity—up to \$5-million limit
- Underwritten on behalf of Lloyd's A-rated Markel Syndicate 3000.

Please contact Anne Towns at atowns@elliottsr.com or Kimberly Neale at kneale@elliottsr.com for more information.

Applications can be found under "Canadian Liability" on our website at www.elliottsr.com.

ECP joins Elliott's impressive roster of specialty environmental coverages

During the past two decades, Canada has enacted some of the most stringent environmental legislation in the world. All provinces and territories have introduced powerful "let the polluter pay" legislation, which appears to be strongly endorsed, given Supreme Court of Canada verdicts on this subject.

What's more, environmental exposures continue to outstrip the coverage provided in the standard CGL policy. Our range of specialty pollution coverages can provide excel-

lent protection in this dynamic area of commercial liability.

Even if you haven't recommended pollution cover to a client in the past, it makes sense to re-examine your client's pollution exposures on a regular basis. In spite of sweeping regulatory and legal changes, pollution insurance has become a lot more affordable, bringing this important protection within the reach of most businesses.

Our coverage options have never been wider. It is easier than ever before to tailor a pollution cover to your client's individual needs.

The minimum premium for most of our pollution liability products is \$5,000. For the Pollution Event Liability program, the Resort, Leisure Property and Golf Club program and the Environmental Consultants E&O program, a \$2,500 minimum applies.

Limits are available up to \$10 million.

Environmental Impairment Liability insurance

Our Environmental Impairment Liability (EIL) policy goes far beyond the CGL coverage in several important areas:

- Gradual and sudden pollution coverage—EIL provides cover for sudden pollution events such as fire, explosion or sudden spill from a tank or container, as well as gradual seepage, including historical pollution.
- Government-ordered cleanup and monitoring expenses—EIL provides cover for bodily injury (BI), property damage (PD) and cleanup expenses arising from a pollution event. By contrast, most CGL policies cover only BI and PD losses. The majority of spills are remediated under the supervision of the Ministry of the Environment, making this cover a viable method to save your client

additional costs and potential legal issues.

- Waste materials—EIL provides cover for pollution from waste materials. Pollution of any kind from even the most innocuous wastes is subject to an absolute exclusion under the CGL. This exposure is especially important for customers in the waste management industry and for other clients with an elevated exposure arising from waste materials.

PEI cover for sudden pollution events

We don't want clients to carry more insurance cover than they need, so for clients with a low risk of gradual (historical) pollution losses, we suggest our Pollution Event Liability (PEI) policy.

- PEI provides excellent cover for third-party BI, PD and cleanup expenses for sudden events only on a time basis (240-hour form).
- Limits are available up to \$10 million.
- The PEI form is much broader than the pollution cover in a standard CGL policy and even IBC's broadest environmental riders (IBC2313, IBC2334 and IBC2336).
- PEI includes cover for losses arising from waste material on the client's premises. There is no similar cover in the IBC environmental riders.
- PEI provides cover for government-ordered cleanup expenses as well as BI and PD. No similar cover is afforded by the IBC environmental riders.
- PEI provides protection for transportation risks, including loading and unloading exposures if excluded by the auto fleet policy.
- PEI cover is an affordable alternative to full EIL cover.
- A reduced inspection requirement applies. We usually recommend a full EIL inspection—after all, your

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client might want or need broader cover in the future.

- PEI may not be suitable for clients whose principal exposure is gradual pollution (seepage) rather than a sudden escape or spill.

EIL and PEI programs cover on-site cleanup expenses

Our EIL and PEI policies automatically provide cover for off-site (third-party) cleanup expenses. We can also extend cover to include on-site (owned and rented premises) cleanup expenses.

We can offer \$5-million limits for cover on a sudden pollution basis, or up to \$1 million for cover to include gradual pollution exposures.

Auto difference-in-conditions (DIC) cover

Designed for large and small fleet operators, auto DIC cover offers the benefit of EIL coverage for events to which the standard fleet policy doesn't fully respond:

- Provides over-the-road hazards, attached machinery, loading and unloading, and can also include premises liability
- Especially suitable for fleets hauling fuels, flammable or corrosive liquids, waste or other dangerous materials
- We can usually write auto DIC cover without inspection, if no premises liability cover is required.

Waste management industry program

For clients in the waste management field, the EIL policy is the source of their principal indemnity, far exceeding the importance of the CGL and other standard coverages.

This program provides a full range of covers for the waste management and recycling industry and other environmentally sensitive risks, including:

- Disposal, recycling and transportation of wastes

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Stranger than fiction

How much are your body parts worth?

Probably not much, according to the U.S. Bureau of Chemistry and Soils, which calculated the chemical and mineral composition of the human body and assigned a value of about \$1 to the components. Our most valuable asset is our skin, which the Japanese Imperial State Institute for Nutrition at Tokyo valued at about \$3.50. So we regular folks are worth a whopping \$4.50 each.

Celebrities are another matter entirely. They insure parts of their bodies for enormous amounts, usually for huge premiums because the risk for insurers is so high.

Here are some bizarre examples of celebrity insurance policies:

- Shirley MacLaine, who is widely known for her beliefs in reincarnation and extraterrestrial life, owns a \$25-million policy protecting her acting fortune against an alien abduction, according to *Parade Magazine*.
- When the iconic late '70s band Kiss was at its peak, Gene Simmons had his extra-long tongue—rumoured to be surgically enhanced—insured for \$1 million.
- In 2008, the *New York Daily News* and several other media outlets reported that Welsh pop singer Tom Jones had his chest hair insured for \$7 million.
- According to ABC News, country star Dolly Parton has insured her 42-inch bust for \$600,000.
- Aquafresh insures Ugly Betty's America Ferrera's teeth for \$10 million.
- Several media sources have reported that the Rolling Stones' guitarist,

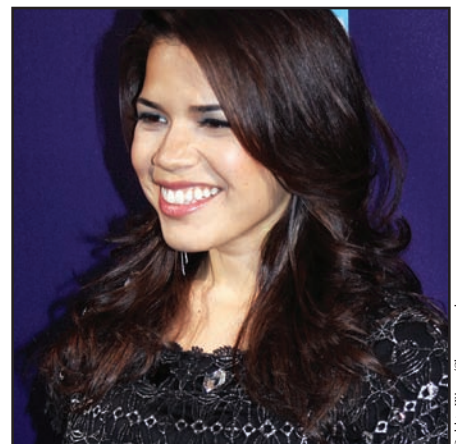
Keith Richards, has insured the middle finger on his left hand for \$1.6 million.



Keith Richards/Shutterstock.com



Dolly Parton/Shutterstock.com



Debbie Wong/Shutterstock.com

Toronto Office Directory

Elliott Special Risks LP

130 Adelaide Street West, Suite 810, Toronto, Ontario M5H 3P5
Phone: (416) 601-1133 Toll-free: (800) 223-8858
Fax: (416) 601-1150

| Name | Phone | E-mail |
|---|----------------|----------------------|
| Mario Sousa, President | (416) 601-2472 | msousa@elliottsr.com |
| Anne Toms, SVP & Underwriting Manager | (416) 601-2475 | atoms@elliottsr.com |
| Nancy Costa, National Marketing Manager | (416) 601-3139 | ncosta@elliottsr.com |
| Wilfred Tioh, VP Claims | (416) 601-2479 | wtioh@elliottsr.com |
| CLAIMS REPORTING | (416) 601-1133 | claims@elliottsr.com |

Biotechnology, Life Sciences and Information Technology Liability

| | | |
|-------------------|----------------|---------------------|
| Darlene Chin, AVP | (416) 601-2452 | dchin@elliottsr.com |
|-------------------|----------------|---------------------|

Commercial General Liability

(Canadian Exporters; Fitness Clubs; Sport, Leisure & Recreation; and Security & Protection* programs)

| | | |
|-----------------------|----------------|---------------------------|
| Connie Peplinskie, VP | (416) 601-2467 | cpeplinskie@elliottsr.com |
| J.D. Farquhar, AVP | (416) 601-2459 | jdfarquhar@elliottsr.com |
| Ray Gimble, AVP | (416) 601-3136 | rgimble@elliottsr.com |
| Adam Furfaro | (416) 601-2462 | afurfaro@elliottsr.com |
| Christina Roach | (416) 601-2301 | croach@elliottsr.com |
| Janelle Harriott* | (416) 601-2454 | jharriott@elliottsr.com |
| Les Avenell | (416) 601-2450 | lavenell@elliottsr.com |
| Mary MacLaren* | (416) 601-2464 | mmaclaren@elliottsr.com |
| Terry Parker | (416) 601-2466 | tparker@elliottsr.com |
| Tony Dennis | (416) 601-2457 | tdennis@elliottsr.com |
| Vesna Fable | (416) 601-2471 | vfable@elliottsr.com |

Directors & Officers, Employment Practices and Union Executives Liability

| | | |
|----------------|----------------|-----------------------|
| Tom Warden, VP | (416) 601-2477 | twarden@elliottsr.com |
|----------------|----------------|-----------------------|

Environmental Liability and Environmental Consultants E&O

| | | |
|------------------|----------------|-------------------------|
| Rod Spurrell, VP | (416) 601-2473 | rspurrell@elliottsr.com |
| Anne Towns, VP | (416) 601-2476 | atowns@elliottsr.com |
| Cidalia Raposo | (416) 601-2468 | craposo@elliottsr.com |
| Jaime Yoon | (416) 601-2455 | jyoon@elliottsr.com |
| Kim Neale | (416) 601-3138 | kneale@elliottsr.com |

Professional Liability

| | | |
|---------------------|----------------|---------------------------|
| Sheron Metcalfe, VP | (416) 601-2461 | smetcalfe@elliottsr.com |
| Cathy MacPherson | (416) 601-2465 | cmacpherson@elliottsr.com |
| Jan Hill | (416) 601-2460 | jhill@elliottsr.com |

Property & Inland Marine and OUTBREAKSM Extra Expense

| | | |
|-------------------|----------------|--------------------------|
| Bob Bousfield, VP | (416) 601-2453 | bbousfield@elliottsr.com |
| Colleen Kenny | (416) 601-2458 | ckenny@elliottsr.com |
| Isabel Treggia | (416) 601-3131 | itreggia@elliottsr.com |

Umbrella & Excess Liability

| | | |
|--------------------|----------------|---------------------------|
| Cathy Lanktree, VP | (416) 601-2463 | clanktree@elliottsr.com |
| Frank Reda, VP | (416) 601-2469 | freda@elliottsr.com |
| Karen Mak | (416) 601-3137 | kmak@elliottsr.com |
| Linda Mezzabotta | (416) 601-2478 | lmezzabotta@elliottsr.com |

Montreal Office Directory

Elliott Risques Spéciaux GP Inc.

2000 rue Mansfield, Suite 710, Montréal, Québec H3A 2Z4

Phone: (514) 849-4992 Toll-free: (877) 771-1211

Fax: (514) 849-9443

| Name | Extension | E-mail |
|--|-----------|--------------------------|
| Richard Champagne, VP & Underwriting Manager | 222 | rchampagne@elliottsr.com |
| Laetitia Bourdin, VP Finance & Controller | 228 | lbourdin@elliottsr.com |
| Guylaine Bélanger, Assistant Controller | 250 | gbelanger@elliottsr.com |

Biotechnology, Life Sciences* and Information Technology Liability

| | | |
|------------------------|-----|--------------------------|
| Jo-Anne Hawthorne, AVP | 232 | jhawthorne@elliottsr.com |
| Anna Tucci* | 237 | atucci@elliottsr.com |
| Helen Dias | 241 | hdias@elliottsr.com |
| Lynda Houle | 240 | lhoule@elliottsr.com |

Commercial General Liability

(Canadian Exporters; Fitness Clubs; Sport, Leisure & Recreation; and Security & Protection* programs)

| | | |
|--|-----|--------------------------|
| Richard Champagne, VP & Underwriting Manager | 222 | rchampagne@elliottsr.com |
| André Hébert | 234 | ahebert@elliottsr.com |
| Danielle Couture | 227 | dcouture@elliottsr.com |
| Anna Tucci * | 237 | atucci@elliottsr.com |

Directors & Officers, Employment Practices and Union Executives Liability

| | | |
|------------------------|-----|--------------------------|
| Jo-Anne Hawthorne, AVP | 232 | jhawthorne@elliottsr.com |
| Helen Dias | 241 | hdias@elliottsr.com |
| Lynda Houle | 240 | lhoule@elliottsr.com |

Environmental Liability and Environmental Consultants E&O

| | | |
|--------------------|-----|-------------------------|
| Alain Jourdain, VP | 224 | ajourdain@elliottsr.com |
| Yves Bouchard | 231 | ybouchard@elliottsr.com |

Professional Liability

| | | |
|------------------------|-----|--------------------------|
| Jo-Anne Hawthorne, AVP | 232 | jhawthorne@elliottsr.com |
| Helen Dias | 241 | hdias@elliottsr.com |
| Lynda Houle | 240 | lhoule@elliottsr.com |

Umbrella & Excess Liability

| | | |
|----------------------|-----|-------------------------|
| Danielle Legault, VP | 223 | dlegault@elliottsr.com |
| Alain Jourdain, VP | 224 | ajourdain@elliottsr.com |

Vancouver Office Directory

Elliott Special Risks LP

507-1367 West Broadway, Vancouver, British Columbia V6H 4A7

Phone: (604) 738-1033 Toll-Free: (888) 744-1033

Fax: (604) 738-1036

Glenn Minnis gminnis@elliottsr.com

All Sport Insurance Marketing Ltd.

507-1367 West Broadway, Vancouver, British Columbia V6H 4A7

Phone: (604) 737-3018 Toll-Free: (877) 992-2288

Fax: (604) 737-3076

Murray Morrison, President Morrison@allsportinsurance.com

Gina Bennett, Underwriting Manager gina@allsportinsurance.com



The information in this newsletter is intended to be general in nature and should not be construed as specific recommendations, nor as a substitute for the advice of a professional insurance broker who is familiar with a client's particular exposures or circumstances.

Aussi disponible en français.

Environmental coverage *(continued from page 9)*

- Emergency response services, such as vacuum trucks
- Incineration, encapsulation and other waste disposal techniques
- Medical and other specialty wastes
- Products risks that are particularly sensitive to environmental exposures.

EIL or PEI covers for contractors

- Cover may be written to include all the contractor's activities on a blanket basis, not just scheduled locations.
- Cover may be written on a single-job basis, for owner's interest, contractor's interest or full wrap-up form.
- We can also write tough risks such as underground tank installers or site remediation and decontamination projects, either on an annual or individual-job basis.

Environmental consultants

Our program offers broad errors and omissions cover for consultants:

- Engineers practising in the environmental field
- Testing laboratories, including chemicals, liquids and soil analysis
- Biologists, geologists, chemists
- Other consultants in the environmental field.

No pollution exclusion applies for most risks. We can provide limits up to \$5 million.

Cover for service stations and gas bars

Our program also now covers service stations, gas bars and other premises with underground storage tanks.

We can provide:

- Off-site limit (third party)—up to \$2 million
- On-site limit—up to \$250,000 gradual

- Self-insured retention—minimum \$5,000
- Minimum premium:
 - \$1 million for \$3,500
 - \$2 million for \$5,000
- Subject to:
 - Current application (available on our website)
 - Current pressure tests on tanks and lines
 - Cathodic testing if applicable
 - May require site survey
 - Tanks less than 20 years old only
 - Territory—Canada only
 - Gradual cover—no time element required
 - No underground exclusion
 - Other business exposures may also be included.

Related covers also available

You don't have to offer us other lines to obtain our specialty insurance protection. But if you wish, we can quote commercial general liability and umbrella covers too.

ELLIOTT SPECIAL RISKS LP

 A Markel International company

130 Adelaide Street West
Suite 810
Toronto, ON M5H 3P5



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