

FAMILY MEDIATION CANADA – FREQUENTLY ASKED QUESTIONS

Aon Reed Stenhouse Inc. is proud to be the insurance broker for the Professional Liability Insurance Program for the members of Family Mediation Canada. To assist FMC members, the following are some frequently asked questions:

What is Professional Liability Insurance and why do I need it?

Professional Liability Insurance protects you from incidents arising from your services rendered as a Family Mediator, subject to the terms, conditions and exclusions under the policy. It protects you for liability arising from negligence while rendering or failure to render professional services.

What is the difference between professional liability insurance and commercial general liability insurance?

While the professional liability covers you for the rendering or failure to render professional services, commercial general liability is extended to cover claims for bodily injury, personal injury and property damage to others for which you are legally liable. Commercial General Liability insurance provides protection for family mediators for non professional liability exposures associated with serving clients. For example, the liability for clients falling and being injured on your premises or in your office. Commercial General Liability also extends to include such coverage as libel, slander, wrongful eviction and defamation.

Who decides if what I am doing is considered “family mediation”?

It is not the role and responsibility of an insurance broker or an insurance company to define “family mediation”. At all times, the ultimate definition comes from FMC. If you are unsure if what you are doing is considered “family mediation”, then you should verify this with Family Mediation Canada.

Am I covered anywhere in the world?

No. The *professional liability insurance* applies only to claims which give rise to suits or judicial proceedings first brought against you within CANADA.

The coverage territory for the *commercial general liability insurance* applies to occurrences worldwide but only to claims, demands or proceedings first brought against you in Canada or the United States or America, its territories or possessions.