THE CORPORATION OF THE CITY OF VAUGHAN

CORPORATE POLICY

POLICY TITLE: **INSURANCE & RISK MANAGEMENT**

POLICY NO.: **03.C.20**

Section:	Administration & Legal		
Effective Date:	June 23, 2026	**Date of Last Review:**	Click or tap to enter a date.
Approval Authority: Council		**Policy Owner:** DCM, Strategic Initiatives	

POLICY STATEMENT
The City of Vaughan is committed to a consistent, transparent, and accountable approach to insurance and risk management. This policy establishes a corporate framework that clarifies roles and responsibilities, outlines consultation protocols, and sets standards for incident reporting, claims coordination, and risk mitigation. Through collaboration with Insurance & Risk Management Services (IRMS), the policy supports defensible decision-making, legal compliance, and operational resilience.
PURPOSE
The purpose of this policy is to provide a coordinated framework for managing insurance, risk, and claims across the City. It promotes defensible practices, documentation integrity, and compliance while supporting proactive risk identification, mitigation, and continuous improvement through data analysis, training, and interdepartmental collaboration.
SCOPE
This policy applies to all internal City of Vaughan departments whose activities may involve insurance, risk assessment, incident reporting, claims coordination, or related functions. It also applies to Suppliers operating under formal agreements to perform work, goods or services on behalf of the City, where insurance and risk-related provisions are coordinated through IRMS.
LEGISLATIVE REQUIREMENTS
Building Code Act, 1992, S.O. 1992, c. 23 *Insurance Act*, R.S.O. 1990, c. I.8 *Limitations Act, 2002, S.O. 2002, c. 24,*

Municipal Act, 2001, S.O. 2001, c. 25

Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. (MFIPPA)

Occupiers' Liability Act, R.S.O. 1990, c. O.2

DEFINITIONS

1. **Actuarial Assessments:** A systematic evaluation of the City's insurance-related liabilities and reserve requirements using recognized actuarial methodologies. These assessments estimate ultimate losses, including Incurred But Not Reported claims, by analyzing historical claims data, loss development patterns, and expected future exposures.

2. **Abeyance:** A temporary suspension of Claim processing due to pending documentation, investigation, or external factors. Claims in Abeyance must be reviewed every 15 days and documented in the Claims Management System.

3. **Administration Section Chief:** The Emergency Operations Centre (EOC) role responsible for coordinating administrative functions during an emergency, including staffing, health and safety, legal support, and insurance and risk management. All IRMS insurance- and risk-related decisions and documentation are routed through this position during an emergency to ensure alignment with Incident Management System protocols.

4. **Appraiser Vendor**: A third-party service provider engaged by the City to conduct valuations and damage assessments for municipal assets involved in claims. Appraiser Vendors also perform actuarial assessments to support accurate reserve setting, settlement calculations, and defensibility in insurance and risk management processes.

5. **Audit Readiness:** The condition of having documentation and processes in place that meet internal and external audit standards, including those set by the *Municipal Act, 2001* and applicable financial policies.

6. **Broker:** An insurance intermediary licensed under the *Insurance Act*, R.S.O. 1990, c. I.8, who arranges insurance coverage and serves as the liaison between the City and Insurers.

7. **Certificate of Insurance**: A formal document issued by an insurer or insurance broker that confirms active insurance coverage. It specifies key details such as the type of policy, coverage limits, effective and expiry dates, and the named insured. Certificates of Insurance must relate to policies underwritten by insurers licensed by the Financial Services Regulatory Authority of Ontario.

8. **Chief Communications Officer:** The Chief Communications Officer of the Corporation of the City of Vaughan, or their designate; or, in their absence, a communications representative authorized by the Chief Communications Officer.

9. **City:** The Corporation of the City of Vaughan.

10. **City Clerk:** The City Clerk, appointed under Section 228 of the *Municipal Act, 2001*, or their designate.

11. **City Solicitor:** The City Solicitor of the Corporation of the City of Vaughan, or their designate; or, in their absence, a legal representative authorized by the City Solicitor.

12. **Claim:** A formal or informal request for compensation or remedy resulting from an Incident involving the City, its assets, operations, or any of its respective elected officials, directors, officers, employees, agents, volunteers, independent contractors, sub-contractors, Suppliers, representatives, successors, or assigns.

13. **Claim for Lien:** A legal claim under the *Construction Act*, R.S.O. 1990, c. C.30, used by contractors or Suppliers to secure payment for services or materials provided to a municipal improvement. When filed against the City, the lien applies to Holdback Funds retained under the contract, not to the land itself. The process is managed by Legal Services, and IRMS does not administer or track lien-related matters.

14. **Claimant**: A person or entity that files a claim against a municipality seeking compensation for financial loss, injury, or property damage related to municipal operations, services, or infrastructure. In insurance terms, the claimant is the party requesting indemnification or settlement under applicable laws or coverage.

15. **Claims Administrator:** A staff member within the IRMS section of the Office of the City Clerk, responsible for administering claims.

16. **Claims Management System:** A software platform for recording, tracking, and managing claims. It centralizes claim details, documentation, and workflows for investigation, resolution, and reporting, ensuring compliance and enabling data analysis for risk management and trend identification.

17. **Consulting Firm**: An external entity retained by the City to provide specialized expertise in risk, insurance, or operational matters. Consulting Firms assist IRMS with complex reviews, strategic planning, and mitigation initiatives that require advanced technical knowledge beyond internal capacity.

18. **Contractor:** An external party engaged by the City to perform work, services, or deliverables under a contract or agreement. For the purposes of this procedure, the term Contractor includes Suppliers and Subcontractors as defined by Procurement Services and covers any party performing work on behalf of the City where insurance, indemnity, or liability obligations apply.

19. **Department Contract Manager:** A City employee to whom a Department Director has assigned procurement process responsibility and/or contract management responsibility.

20. **Department Manager:** An individual with the title of Manager who is responsible for overseeing the operations, resources, and staff within a specific department of an organization.

21. **Development Engineering:** The department responsible for facilitating City growth through engineering review of development applications and construction inspections. Oversees design approvals, environmental compliance, municipal servicing agreements, traffic reviews, grading inspections, and development assumption processes.

22. **Documentation Integrity:** The standard of maintaining complete, accurate, and timely Records to support defensibility, audit readiness, and legal compliance.

23. **Encroachment:** A structure, object, or improvement that extends onto or intrudes upon City-owned land, easements, or rights-of-way, and is subject to review for compliance or approval.

24. **Extenuating Circumstances:** Exceptional or unforeseen situations beyond an individual’s control that justify deviation from standard procedures or deadlines. Examples include emergencies, natural disasters, serious illness, or similar events that prevent timely compliance, such as filing a claim within the prescribed timeline.

25. **Financial Services:** The department responsible for corporate financial management, including budgeting, accounting, payroll, property tax billing, water/wastewater reporting, cash management, and audited statements, ensuring compliance with statutes and policies.

26. **First Party Claim:** A Claim submitted by the City as the policyholder, seeking compensation for damage or financial loss to City-owned assets such as vehicles, equipment, or property.

27. **Fleet Services:** The division within Public Works responsible for managing, maintaining, and operating the City’s vehicles and equipment.

28. **High-Risk:** Activities, assets, or situations that present an elevated likelihood of significant financial, liability, operational disruption, or reputational harm to the City. High-risk designations typically involve factors such as high financial exposure, safety hazards, critical infrastructure, complex contractual obligations, or potential damage to public trust.

29. **Holdback Funds:** A portion of payment withheld by the City under the *Construction Act* to protect against unpaid Claims from contractors, subcontractors, or Suppliers. These funds serve as financial security and are released only after project completion and legal obligations are satisfied.

30. **Incident:** An unplanned or unexpected event involving injury, property damage, operational disruption, reputational harm, or potential liability to the City, its assets, operations, or representatives, that has not yet resulted in a formal insurance claim (first-party or third-party) against the City.

31. **Incurred But Not Reported**: Represents liabilities for claims that have already happened but haven't been reported yet. Actuarial analysis is used to estimate these amounts, and they're included in reserve calculations to make sure enough funds are set aside to cover all expected claims.

32. **Indemnification:** A contractual obligation to compensate the City for losses or liabilities arising from the actions/inactions of another party.

33. **Insurance & Risk Management Services (IRMS):** A division within the Office of the City Clerk responsible for managing the City's insurance portfolio, risk mitigation strategies, and claims administration. IRMS ensures compliance with municipal policies, oversees liability and property coverage, coordinates with insurers and Third-Party Adjusters, and provides guidance on risk-related matters to protect the City's assets and interests.

34. **Insurer:** An entity responsible for providing insurance coverage to the City and responding to claims in accordance with policy terms. This includes traditional insurers, managing general agents, reciprocals, or other risk financing arrangements that are licensed by the Financial Services Regulatory Authority of Ontario, and excludes entities not required to be licensed.

35. **Infrastructure Planning & Corporate Asset Management (IPCAM):** The department responsible for planning, managing, and optimizing City infrastructure and assets through strategies for asset lifecycle management, capital planning, and sustainable investment.

36. **Joint Defence Agreement:** A formal agreement between the City and one or more parties involved in the same legal matter, allowing them to share

information, resources, and strategies under the protection of attorney-client privilege, litigation privilege and common interest privilege.

37. **Legal Services:** The department responsible for providing legal support to the City, including advice to Council, litigation representation, contract negotiation, and drafting bylaws and policies. Legal Services operates under the Office of the City Solicitor and encompasses all practice groups within the legal portfolio.

38. **Low Risk:** Activities, agreements, or tasks that present minimal exposure to liability, financial loss, or reputational harm, and do not involve indemnity, insurance, or significant contractual obligations beyond standard corporate requirements. Low-risk activities typically include routine operational functions, administrative renewals, and use of IRMS-approved templates without modifications to risk-related provisions.

39. **Manager:** The Manager, Insurance and Risk Management, or their designate; or, in their absence, the Senior Manager, Adjudicative & Risk Management, or their designate.

40. **Negligence:** The failure of the City or its representatives to meet a reasonable standard of care in municipal operations, resulting in liability for injury, property damage, financial loss, or reputational harm.

41. **Office of the Chief Information Officer (OCIO):** The department responsible for delivering technology solutions and services, overseeing engineering, architecture, implementation, security, and support of city-wide technology and communications infrastructure.

42. **Political Neutrality:** The principle that no person, including elected officials, may influence or interfere with the administration of Insurance, Claims, or Risk-related matters for any purpose, including but not limited to affecting financial outcomes or liability determinations. Interference is not permitted under any circumstances.

43. **Procurement Services:** The Department organizational unit responsible for the Procurement of Goods and/or Services for the City.

44. **Public Works:** The department responsible for maintaining municipal infrastructure and services, including water, wastewater, stormwater, waste management, parks, roads, sidewalks, traffic operations, and fleet, ensuring compliance and reliability.

45. **Records:** All documentation related to insurance, Claims, and risk management activities, maintained in accordance with the Enterprise Information Management Policy 03.A.15 and applicable retention schedules.

46. **Reserves:** Designated funds maintained by IRMS to cover insurance-related obligations, including claim payments, premiums, and Incurred But Not Reported liabilities. Reserve levels are set using actuarial standards and reviewed regularly to ensure financial readiness for current and future exposures. These funds also provide retroactive rate adjustments and help stabilize tax impacts by mitigating unexpected cost fluctuations.

47. **Recreation Services:** The department responsible for managing recreation programs, fitness services, camps, and community events, while operating City facilities to promote health and active living.

48. **Risk:** The possibility of financial loss, damage, injury, liability, or disruption arising from municipal operations, assets, services, or contractual relationships. Risk may be financial, legal, reputational, operational, or safety-related, and is assessed based on likelihood and impact.

49. **Risk Assessment:** The evaluation of potential risks arising from municipal operations, assets, services, or agreements.

50. **Risk Financing:** Risk financing refers to the strategies used to fund or cover the financial impact of potential losses. This includes transferring risk through insurance, retaining risk through self-insurance or reserves, and other financial mechanisms that ensure resources are available to respond to adverse events.

51. **Risk Mitigation:** Strategies and actions taken to reduce the likelihood or impact of potential risks to the City’s operations, assets, or reputation.

52. **Self-Insured Retention:** The fixed portion of a Claim that the City pays directly before insurance coverage applies. These payments are funded through the City’s operating budget or designated reserve accounts.

53. **Service Vaughan:** The department responsible for delivering centralized customer service by managing inquiries, service requests, and providing information to residents and businesses.

54. **Statement of Claim:** A formal legal document filed under the *Rules of Civil Procedure* pursuant to the *Courts of Justice Act*, initiating a civil lawsuit against the City. It outlines the Claimant’s allegations and requested remedies and triggers the City’s internal Claims review process.

55. **Subcontractor:** Any third party retained by a Contractor to perform part of the work under the Contractor’s agreement with the City. Subcontractors are required to meet the same insurance and indemnification obligations as Contractors, unless otherwise approved by IRMS.

56. **Supplier:** An external entity engaged by the City under a formal agreement to deliver goods and/or services. For the purposes of this procedure, a Supplier performing work or services is considered a Contractor for insurance, risk, and claims handling requirements.

57. **Third Party Adjuster:** A professional retained by the City or its Insurer to investigate claims, assess liability, and recommend settlement strategies. Third-Party Adjusters act as an extension of IRMS and are bound by the same protocols and standards to ensure consistency, compliance, and protection of the City's interests.

58. **Third Party Claim:** A claim made by an individual or entity against the City alleging injury, damage, or financial loss caused by the City's actions/inactions, property, or services. These claims typically seek compensation for liability arising from incidents involving municipal operations or assets.

POLICY

1. ROLES & RESPONSIBILITIES

1. Effective insurance and risk management requires collaboration across all City departments and stakeholders to support informed, defensible decisions through compliance, accurate documentation, and timely communication. All departments share responsibility for the following activities, as applicable:

    a) Manage Certificates of Insurance: Departments are responsible for collecting, verifying, storing, and renewing Certificates of Insurance for all applicable activities.

    b) Consulting with IRMS: Departments shall endeavor to consult IRMS in accordance with Section 6 for activities that present elevated risk, involve insurance implications, or require review of non-standard documentation.

    c) Incident Reporting: All incidents must be reported through the Incident Reporting Webform in accordance with established procedures to ensure timely risk assessment, documentation, and compliance.

    d) Submitting Claims: When an incident develops into a First Party Claim, departments must submit a new claim using the Claim Submission Form. For fleet-related incidents, Fleet Services shall submit the claim through the established Fleet Services claims submission process.

    e) Training & Awareness: IRMS will lead and coordinate training related to Certificate of Insurance requirements, incident reporting protocols, and internal claims procedures. Staff involved in procurement, contract management, and other risk-related activities must consult with IRMS, as required, to obtain guidance and to schedule the necessary training.

2. Some internal roles have unique responsibilities due to their functions, which include but are not limited to:

    a) City Clerk: Maintains official insurance and claims records, approves and executes insurance-related documents, and ensures these records are retained in accordance with corporate retention standards.

    b) Financial Services: Tracks and forecasts insurance-related costs, manages reserves for liabilities, and ensures financial readiness for audits and renewals.

    c) Legal Services: Provides legal review of indemnity clauses and claims, when requested by IRMS, advises on litigation strategies and high-risk matters, and represents the City in legal proceedings related to assigned claims. Legal Services does not review all indemnity clauses but will do so where requested, or when risk or liability considerations warrant legal input.

    d) IRMS: Oversees the City's insurance program, manages claims, maintains centralized records, provides advisory support on risk mitigation and compliance, reviews insurance and indemnity clauses as needed, and supports training.

    e) Procurement Services: Ensures insurance requirements are incorporated into bid documents and supplier agreements and verifies compliance with IRMS standards; manages and maintains records pertaining to COIs and contracts.

    f) Service Vaughan: Acts as the first point of contact for Incident and claim reporting, ensuring accurate intake and timely forwarding to IRMS.

1.1 EXTERNAL AND THIRD-PARTY ROLES

1. To strengthen coordinated risk management, the following external parties provide specialized support under the City's policies and procedures:

    a) Broker: Places insurance coverage, manage renewals, and advises IRMS on market trends and risk transfer strategies.

    b) Insurer: Provides coverage, responds to claims, and collaborates with IRMS on resolution and compliance.

c) Third-Party Adjuster: Acts as an extension of IRMS for all claims, as assigned, following all IRMS protocols and timelines.

d) Contractor: Assume full liability for their operations subject to the terms of their agreement, maintain insurance coverage as required, and manage claims in accordance with contractual obligations.

e) External Counsel: Provides legal advice and representation for claims, litigation, and insurance-related matters, ensuring compliance with municipal and statutory requirements.

f) Appraiser Vendor: Conducts valuations and damage assessments for City assets involved in claims and performs actuarial assessments to support accurate reserve setting, settlement calculations, and defensibility.

g) Consulting Firm: Offers specialized risk, insurance, or operational expertise to support IRMS in complex reviews, strategic planning, or mitigation initiatives.

2. INCIDENT & CLAIM CATEGORIES

1. To support consistent, defensible, and risk-informed decision-making, Incidents and claims are classified into the following categories:

   a) Vehicle Incidents: Includes damage, financial loss, or operational disruption involving City-owned or leased vehicles, equipment, or fleet assets. These Incidents may arise from collisions, vandalism, theft, or other events impacting municipal vehicles.

   b) Property Damage: Includes damage to City-owned facilities, infrastructure, or equipment. This category applies to Incidents resulting in repair, replacement, or service interruption, and may involve internal operations or third-party actions.

   c) Liability Incidents: Includes personal injury or property damage sustained by non-employees while on City property, participating in City programs, or engaging in activities under City oversight. These Incidents may give rise to claims alleging negligence or failure to meet statutory obligations.

2. Operational handling of claims is detailed in the Procedure PRC.63 under First-Party, Third-Party, Contractor Liability, and Statements of Claim.

3. FINANCIAL THRESHOLDS FOR INSURER INVOLVEMENT & SELF-INSURED RETENTION HANDLING

1. All property and vehicle damage claims equal to or exceeding 50% of the deductible must be referred to the Insurer.

2. All liability claims, including bodily injury, potential litigation, or reputational risk require IRMS review and Insurer notification.

3. Claims below 50% of the deductible and which fall within the City's Self-Insured Retention, will be managed internally by IRMS or through a Third-Party Adjuster, as appropriate.

4. The Manager may alter financial threshold provisions in exceptional circumstances to ensure operational efficiency, risk mitigation, or compliance with strategic priorities. Any deviation must be documented with rationale and retained in the claims record.

4. RESERVES

1. IRMS shall maintain reserves that accurately reflect the City's insurance-related liabilities, including reported and Incurred But Not Reported claims.

2. Reserve levels must be established and reviewed in accordance with actuarial standards and documented for audit purposes.

3. IRMS is responsible for providing timely reserve data and trend analysis to support financial planning and decision-making. Adjustments to reserve levels outside standard review cycles require documented approval by the Manager in consultation with Financial Services.

5. ESCALATION FOR CRITICAL INCIDENTS & CLAIMS

1. Incidents and claims involving fatalities, life-threatening injuries, or severe property damage require that the Manager immediately notify the following:

   a) Mayor;

   b) City Manager and Executive Leadership Team;

   c) City Clerk;

   d) City Solicitor;

   e) Department Head; and

   f) Chief Communications Officer.

2. IRMS will coordinate Insurer notification and legal review within one business day for all critical Incidents.

6. CONSULTATION REQUIREMENTS

1. Departments shall endeavor to consult with IRMS where appropriate, including when an activity presents elevated or unclear risk, involves significant insurance or indemnity implications. Standard consultation triggers include, but are not limited to:

   a) Planning, procurement, or contract template development that includes non-standard or modified indemnity, liability, or insurance provisions, or introduces new insurance implications.

   b) Preparing or modifying insurance-related documents without using IRMS-approved templates, including drafting new forms, altering standard wording, or creating ad-hoc insurance requirements.

   c) Submitting bid requests submitted through Procurement Services that require review of insurance requirements or verification of compliance with corporate insurance standards.

   d) Reporting Incidents or claims requiring coordinated handling.

2. Consultation is not required for:

   a) Standard agreements using IRMS-approved templates without changes to indemnity or insurance provisions.

   b) Minor operational tasks or Low-Risk activities where corporate standards are already met, such as:

      i. Administrative renewals of existing agreements with no changes to risk-related terms.

      ii. Day-to-day operational activities that do not involve liability, indemnity, or insurance considerations.

      iii. Renewals of existing contracts that do not introduce new or amended risk terms.

      iv. Operational activities or agreements where corporate risk standards are met and IRMS has assessed them as eligible for exemption in accordance with PRC.63.

3. Some department functions have unique consultation requirements due to elevated risk profiles or specialized operational activities, which may include, but are not limited to:

   a) Development Engineering: Agreements with non-standard indemnity or liability language, encroachments on City lands, and high-risk infrastructure projects such as stormwater ponds or utility installations.

   b) Emergency Planning: Emergency plan development, training exercises with liability implications, and post-incident reviews to ensure insurance coverage and defensibility.

   c) Facility Management: Asset installations, major renovations, new asset acquisitions, demolitions, or operational changes that may affect insurance coverage or introduce liability exposure.

   d) Recreation Services: High-risk events (e.g., large gatherings, activities involving physical risk, alcohol service), affiliate program renewals, and facility use agreements to confirm insurance and indemnity provisions.

   e) Public Works: Activities involving statutory maintenance standards, inspection programs, or Incidents with potential liability exposure.

   f) Infrastructure Planning & Corporate Asset Management (IPCAM): Capital planning for high-risk projects, lifecycle risk assessments, and when reviewing contractor COIs or risk transfer provisions.

   g) Office of the Chief Information Officer (OCIO): Cybersecurity risk mitigation, breach response planning, and insurance notification requirements tied to data protection.

   h) Procurement Services: Developing bid documents or contracts with non-standard insurance clauses or verifying vendor COIs that fall outside IRMS-approved formats.

7. INSURANCE PROCUREMENT & EXEMPTIONS

1. The selection and engagement of the City's Broker and Third-Party Adjusters must be carried out in accordance with the Corporate Procurement Policy 15.C.03.

2. The following insurance related services are exempt from requirements under the Corporate Procurement Policy 15.C.03:

a) Insurance premiums and related program expenses that are procured through the City's appointed Broker.

b) Claims-related professional, administrative, legal, and specialized services retained in the management or defence of claims, including but not limited to:

i. Claims defence counsel and other legal service providers;

ii. Third-party claims adjusters retained on an exceptional basis for complex or high-risk claims that require specialized expertise beyond the City's internal adjusting resources; and

iii. Specialized vendors involved in claim investigation, appraisal, arbitration, actuarial evaluations, consulting, resolution, or litigation.

3. Services retained in accordance with Section 7 (2) may be engaged where required to protect the City's legal, financial, or insurance interests and are subject to documentation, oversight, and approval requirements set out in the PRC 63.

8. RISK MANAGEMENT

1. IRMS contributes to the City's risk management efforts by overseeing risks specifically related to insurance, claims, and departmental activities reported through consultation. While IRMS does not lead or manage the City's broader enterprise risk management framework, it provides expertise in insurance coverage, contract review, claims analysis, and risk mitigation strategies tied to operational exposures. IRMS involvement is supported by departmental engagement and is guided by applicable legislation, policies and procedures. Through this support, IRMS identifies and mitigates risks through:

a) Analyzing claims trends to identify emerging risks and inform prevention strategies.

b) Conducting risk assessments for departmental activities, contracts, or incidents that may present insurance or liability exposure.

c) Reviewing contracts and insurance documentation to ensure alignment with corporate standards and risk transfer requirements.

d) Providing risk mitigation recommendations to enhance resilience and reduce future exposure, particularly in high-risk or non-standard scenarios.

e) Delivering training and advisory support to departments on insurance, claims handling, and risk-related procedures to promote defensibility and compliance.

f) Supporting documentation standards and audit readiness through consultation on Incident reporting, claims coordination, and insurance recordkeeping.

9. COMMUNICATION PROTOCOL

1. To ensure consistency, transparency, and defensibility in insurance and risk-related matters, departments must:

   a) Direct all communications with Brokers and Insurers to IRMS to maintain alignment with policy terms, corporate standards, and centralized documentation.

   b) Include IRMS on claims-related correspondence (e.g., with insurers, legal counsel, or third-party claimants) where appropriate to support informed decision-making and protect the City's legal position. For insured matters managed exclusively by Legal Services coordination with IRMS will occur as needed at the discretion of Legal Services.

   c) Direct all Council inquiries regarding claims, liability, or insurance matters to the Manager for coordinated and accurate responses, unless the matter is managed exclusively by Legal Services (e.g., insured litigation, closed session matters, or complex legal negotiations). In such cases, Legal Services will coordinate response as appropriate.

   d) Direct all media inquiries to both the Chief Communications Officer and the Manager.

   e) Refer all external inquiries related to insurance, claims, or liability to IRMS.

   f) Refrain from admitting liability under any circumstances without prior consultation with the Manager.

   g) Engage IRMS when consulting with Legal Services, as required, on projects, contracts, agreements, events, or activities that present elevated risk or liability exposure, where insurance or risk management considerations are involved (e.g., indemnity clauses, insurance requirements, high-risk events, vendor agreements with significant liability, or contracts involving hazardous work).

h) Document all IRMS consultations and decisions to maintain visibility into risk-related actions and support defensibility, transparency, and audit compliance.

10. CONFIDENTIALITY

1. Personal information related to claims is confidential and must not be disclosed outside authorized channels. Any requests for access to such information must be directed to Access and Privacy Office, which will assess and respond in accordance with applicable legislation and procedures.

11. POLITICAL NEUTRALITY AND BRIEFING PROTOCOL

1. No individual, including elected officials, may attempt to improperly influence, interfere with, or direct City staff, IRMS personnel, or others involved in insurance, claims, or risk-related matters to affect financial outcomes, such as liability decisions, settlements, coverage assessments, or resource allocation.
2. Council members seeking information about claims, Incidents, or liability must direct requests to the City Clerk, Manager, or Legal Counsel, as applicable.
3. All personnel involved in insurance and risk management must uphold the integrity of the process, adhering to principles of administrative fairness, legal compliance, and corporate accountability.

12. RECORDS

1. All IRMS records must comply with the Enterprise Information Management Policy 03.A.15 and applicable retention schedules.
2. Departments must maintain complete and accurate records to support IRMS processes and ensure compliance. This includes:

   a) Keeping all records related to Incidents, claims, COIs, contracts, and other risk matters in accordance with applicable policies.

   b) Retaining operational records (e.g., inspection logs, service reports, waivers) that support statutory compliance and claim defensibility.

13. IMPLEMENTATION

1. The Manager will maintain and update IRMS forms, templates, and documentation standards, as required, to ensure compliance and audit readiness.

2. Departments are responsible for implementing this policy and ensuring staff receive training on claims handling, COI requirements, incident reporting protocols, and claims procedures, in coordination with IRMS. This includes incorporating these requirements into onboarding for relevant roles.

3. The Manager may define implementation protocols with departments and provide targeted support, such as training or procedural updates, where gaps exist.

4. The Manager will provide regular reports to the City Clerk and senior leadership, as required, on IRMS activities, key trends, and emerging risks to ensure informed decision-making and continuous improvement in risk management practices.

ADMINISTRATION

Administered by the Office of the City Clerk.

Review Schedule:	3 Years If other, specify here	**Next Review Date:**	June 23, 2029
Related Policy(ies):			
Related By-Law(s):			
Procedural Document:	PRC.63 – Insurance and Risk Management		

Revision History

Date:	**Description:**
23-Jun-26	Approved at Council. Report No. 26 Item No. 15.
Click or tap to enter a date.	
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