Risk Responsibility Reality

LAW, FAMILY STUDIES AND LIFE SKILLS



BRINGING THE REAL WORLD INTO YOUR CLASSROOM.





CSC SAME CUPRICULUM COST

RISK RESPONSIBILITY REALITY has earned

the Certificate of Recommendation by Curriculum Services Canada.

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Career Connections, as a division of the Insurance Institute, promotes careers in insurance on behalf, and to meet the needs, of the industry. It works to improve the understanding of insurance, illustrate its role in society, and encourage career seekers to pursue one of the many skilled professions available in the insurance industry.

www. career-connections. in fo



The Insurance Institute of Canada is the educational arm of the industry educating insurance professionals since 1899.

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RISK RESPONSIBILITY REALITY

The Insurance Institute of Canada

This resource has been developed by the Insurance Institute of Canada's Career and Curriculum Connections program. It was created to help Canadian educators achieve provincial curriculum outcomes with experiential activities that make learning about insurance more realistic and interesting. Concepts such as risk management, loss, ethics and responsibility are explored in an interactive way that speaks directly to students at their level.

The mandate of the Career and Curriculum Connections program is to improve the understanding of insurance, illustrate its role in society and encourage young adults and career seekers to pursue one of the many skilled professions available in the industry.

The Insurance Institute of Canada is a not-for-profit professional association of 35,000 individual members in the property and casualty insurance industry. General insurance (home, auto and business insurance) plays a crucial role in protecting individuals, families, communities, and businesses; this is why it is so important to help students understand how insurance works.

"I believe that every right implies a responsibility; every opportunity, an obligation; every possession, a duty." John D. Rockefeller, Jr.

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RISK RESPONSIBILITY REALITY

How to Use This Resource

Major themes in Risk Responsibility Reality:

Risk

- Peer Relationships
- Civil Law Torts and Contract
- Decision Making

Criminal Justice

- Consumer Education
- Personal and Social Responsibility
- Insurance (tenant, auto, homeowners)

Recommended and applicable to the following Grade 9 -12 subjects:

- Law/Legal Studies
- Life Skills
- Family Studies

How to Use this Resource:

Risk Responsibility Reality is divided into three separate sections (Law, Life Skills, Family Studies). Each includes teacher's notes and classroom *Activity Sheets*. The DVD is comprised of three vignettes (Love is Blind on Moving Day, Workplace Romance, and Truth Bell After a Killer Party). There are previewing, active, and post-viewing activities for students to ensure that the vignettes are mined for the maximum content possible within the curriculum.

Most of the questions are in the form of open-ended discussions between students, their peers and the teacher. Some activities however, have specific answers, and therefore will require students to use the material in the appendices and the glossary of terms.

Each vignette exaggerates the possibilities and allows students to understand what could go wrong in each case. An "insurance angel" sums up the potential for harm by explaining to the students the protective role insurance plays in the vignette and how the characters' behaviour undermines their protection. It is recommended that the teacher view the DVD before introducing the scenarios to the class.

DID YOU KNOW?

This resource was developed using provincial curriculum outcomes across Canada. Visit the 'Teachers Section' at www.career-connections.info to find our 'Curriculum Rubrics', which links our resources directly to the curriculum you teach.

RISK RESPONSIBILITY REALITY

Resource Overview

Based on humorous vignettes, Risk Responsibility Reality is a classroom resource that allows teachers of law, family studies and life skills to introduce their students to concepts and strategies that support high school curriculum outcomes across Canada, while providing points for lively discussions and debates about personal responsibility, liability and ethical behaviour.

Vignette Synopses:



VIGNETTE 1: Love is blind on moving day

Chris moves into his first apartment and never really thinks about the potential consequences of his actions while he is distracted by a phone call with his girlfriend. He does not read the neighbourhood warning signs when he enters his new home – graffiti on the walls and a missing door. However, he acts just as recklessly by heating a pizza in the oven with its wrapper still on and by leaving a bath running.



VIGNETTE 2: Workplace romance

Bill and Luanne work at a local fast food joint, and are secretly dating one another. When Luanne lends Bill her car to drive home after a late date, Bill behaves in an irresponsible and unethical manner. Luanne learns the hard way that mixing business with pleasure can lead to all sorts of problems, especially when the car is not hers.



VIGNETTE 3: Truth bell after a killer party

Jack decides to hold a party when his parents are out of town. We meet him at the end of the party – one that has clearly gotten out of hand. Jack's friend tells him what really happened each time a "truth bell" sounds. Jack is horrified to learn just how much damage has been done. He learns the hard way that holding an unsupervised party carries all types of risks.

| SUBJECT | TITLE | ACTIVITY |
|---------------------------|--|--|
| LAW | Vignette 1 Vignette 2 Vignette 3 | Through discussion and group activity, students will come to understand basic legal definitions and concepts such as torts, contracts and criminal law. Students will gain understanding of automobile insurance as well as participate in a discussion about distracted driving and debate about cell phones in the classroom. Students will analyze real court cases regarding duty of care and participate in a role-play activity. |
| LIFE SKILLS | Vignette 1 Vignette 2 Vignette 3 | Students will identify a variety of decision-making styles. Students will identify characteristics valued in a friend and analyze the difference between responsible and irresponsible decisions. Students will examine ways to be helpful to their friends and accept personal responsibility. |
| FAMILY STUDIES | Vignette 1 Vignette 2 Vignette 3 | Students will take an inventory of their possessions and shop for a tenant's policy that best suits their needs. Students will research the cost of owning or renting a car and look at automobile insurance in Canada. Students will think about risky situations and risk management strategies. |
| EXTENSION LESSON – ALL | Careers in Insurance | Students brainstorm what they know about the insurance industry, do some research on the Career Connections website and write a paragraph explaining what job interests them. |

GLOSSARY Frequently Used Terms

Agreement: Where two or more persons come to a mutual understanding with respect to their rights and duties.

Appraise: To set and state in writing the true value of property.

Bad Faith: Design to deceive or mislead another. Conscious wrongdoing. Constructive fraud.

Claim: Exercising the right of the insured to be indemnified by his/her insurance company.

Compensation: The action taken or the funds paid to make good the loss a person has suffered.

Contract: A legally binding agreement enforceable at law.

Coverage: The nature of protection afforded by a particular insurance policy. Can be used at times interchangeably with "insurance" or "protection" as in "fire coverage" or "fire protection" or "fire insurance".

Damages: Money awarded by the court to a plaintiff for a wrong or loss suffered.

Death Benefit: An amount set out in the policy representing the amount that will be paid in the event of death. Also referred to as "principal sum".

Deductible: The amount of the loss which the insured must pay.

Defense: A defendant's response to a plaintiff's Statement of Claim.

Defendant: The party being sued in a civil action or the party being charged in a criminal offence.

Disability: The inability to carry on in one's normal occupation due to accident or sickness.

Duty of Care: The obligation that is required to ensure that others are not harmed by one's actions.

Effects: Personal property, goods, chattels, clothes and documents.

Endorsement: An amendment added to a written document, particularly an agreement between parties, altering its provisions. In an insurance policy, an endorsement is an attachment that alters the terms of the contract.

Exclusions: Risks, perils, or properties defined in the policy as not covered.

Foreseeability: The ability of a reasonable person to anticipate or expect what might occur as a result of his or her actions.

Good Faith: Most ordinary contracts are good faith contracts. Insurance contracts are agreements made in **utmost good faith**. This implies a standard of honesty greater than that usually required in most ordinary commercial contracts i.e. the obligation to disclose any detail which may be of importance to the insurers whether or not it is requested.

Indemnify: To provide compensation for loss; to put back in the same financial position as just prior to the loss. The insured is indemnified by the insurer.

GLOSSARY Frequently Used Terms

Insurance: A contract in which one party, the insurer, for monetary consideration, agrees to reimburse another, the insured, for loss or liability for a loss on a defined subject caused by specified hazard or perils. It is the method of sharing losses of the few individuals in a group who suffer them among the many members of that group who do not.

Legal liability: Liability imposed by law on individuals or corporations to pay for harm done to others. Such law may be the common law, statute law or customs which over a period of time have taken on the same status as law. Legal liability may also be assumed under the terms of a contract.

Liability: Legal responsibility for a wrongful action.

Liability Insurance: Insurance which agrees to indemnify the insured for sums he/she may be required by law to pay to third parties as damages for bodily injury or damage to property.

Loss: A word often used in place of the word "claim". It refers to the amount an insurer must pay because one of the possibilities of loss insured against under a policy, has happened.

Negligence: Failure to use the degree of care expected from a reasonable person, which results in injury to another.

Plaintiff: The party who brings legal action against another, called the defendant.

Peril: An insured peril is an event that causes a loss that is covered by an insurance policy, e.g. fire, windstorm.

Premium: The price of insurance protection for a specified risk for a specified period of time.

Policy of Insurance: A legal contract; an agreement made between the insured and the insurer.

Reasonable Person: The standard used in determining if a person's conduct is negligent. An average or ordinary person whose conduct is used by the courts to measure the conduct of all other persons.

Rider: Another name for an endorsement.

Risk: The chance of loss. Specifically the possibility of loss or destruction of property or the possible incurring of a liability. Sometimes refers to the subject of an insurance contract.

Risk Avoidance: Eliminating the possibility of loss.

Risk Control: Reducing the frequency or likelihood of a particular loss or reducing the severity of a loss.

Risk Transfer: Transferring the legal and financial responsibility for a loss to another party. For example, an insurance company accepts a transfer of risk from an insured.

Tort: A wrongful act committed by one individual or party upon another individual or party, through which harm or damage is inflicted upon the victim of the wrongful act.

LAW Teacher's Notes

SYNOPSIS: LOVE IS BLIND ON MOVING DAY



Chris moves into his first apartment and never really thinks about the potential consequences of his actions while he is distracted by a phone call with his girlfriend. He does not read the neighbourhood warning signs when he enters his new home – graffiti on the walls and a missing door. However, he acts just as recklessly by heating a pizza in the oven with its wrapper still on and by leaving a bath running.

Expectations

- to identify legal concepts in everyday actions
- to review the main types of Canadian law
- to define key legal terms
- to demonstrate how an insurance policy is a legal contract with terms and conditions

Previewing

Briefly review the main types of Canadian law – Civil (Torts and Contract) and Criminal.

Make sure your students are familiar with the following terms – negligence, reasonable person, wrongful action, liability, and damages.

Active Viewing

Discuss with your students that in the following vignette they will encounter a person who commits a series of negligent and wrongful actions that incur considerable damage. Although most of the actions are of a civil nature, a crime is also committed. Have them watch carefully and be prepared to describe some of these actions.

Post-Viewing

Distribute *Activity Sheet A: Legal Definitions*. As a class, discuss how these terms apply to the character's actions in the vignette.

- contract
- damages
- defendant
- foreseeability
- liability
- negligence
- plaintiff
- reasonable person

Have your students complete *Activity Sheet A* filling in all the definitions with examples from the vignette; you may also refer to or distribute the Glossary of Terms for reference throughout the activities.

LAW Teacher's Notes

Note: Your students may have only studied some of these terms. Choose the terms that are appropriate to their level of study.

Class Activity

Divide the class into three, six or nine groups. Each group will explore aspects of civil – torts, civil – contract, or criminal law. Distribute *Activity Sheets B, C,* and *D* to the corresponding groups.

For their reference, make copies available to your students of *Appendix A: Excerpts From a Tenant's Basic Form Guide* page 54 and *Appendix C: Guide to Personal Liability Coverage* page 59.

- Activity Sheet B explores how tort law could be applied in this case.
- Activity Sheet C explores how the insurance policy purchased by Chris is a legal contract.
- Activity Sheet D explores how criminal law might be applied to defend or prosecute the robber in the vignette.

Have each group conduct their activity and then present their arguments to the class.

Use this as the basis of a class discussion for how the actions of one person can lead to a range of legal issues.

Reality Check

Discuss with your students:

Chris states, "Hey, good thing I have insurance!"

- Do you agree with this attitude?
- Do you believe that the insurance company should pay for Chris' actions?

Write a paragraph clearly stating your opinion and explain your reasons.

Angel Angle:

A tenant is required to maintain the duty of care with respect to others invited or trespassing onto the property.

Activity Sheet A

Activity Sheet B

LAW Legal Definitions

| Give an example from the vignette where the following terms could be applied. | | | |
|---|--|--|--|
| 1. contract | | | |
| | | | |
| 2. damages | | | |
| 3. defendant | | | |
| | | | |
| 4. foreseeability | | | |
| 5. liability | | | |
| 6. negligence | | | |
| 7. plaintiff | | | |
| | | | |
| 8. reasonable person | | | |

LAW Civil Law (Torts)

Remember that a tort is a wrongful act committed by one individual or party upon another individual or party, through which harm or damage is inflicted upon the victim of the wrongful act.

What actions in the vignette would be actionable in a torts suit? Write these down on a piece of paper.

Using Appendix A: Excerpts from A Tenant's Basic Form Guide and Appendix C: Guide to Personal Liability Coverage, answer the following questions as a group.

1. Who is the injured party?

2. What remedies would be available through the civil law courts?

3. How could these actions have been prevented, avoided, mitigated or redressed?

4. What recourse would Chris have within the limits of his tenant's insurance?

5. Will it cover him for any of the actions that were committed?

6. What sort of compensation would the landlord have in this case?

Present your answers to the class, using the correct legal terminology, and be prepared to defend them.

Activity Sheet C

Activity Sheet D

LAW Civil Law (Contract)

If Chris has tenant's insurance, he has entered into a contract that is legally binding on both parties.

Use these samples as the basis for your answers to the following questions. Review *Appendix A: Excerpts from A Tenant's Basic Form Guide* and *Appendix C: Guide to Personal Liability Coverage*:

| 1. Review the insured perils section of the contract. Does the contract cover loss for the fire and flood in Chris' apartment? Why or why not? State your reasons. |
|---|
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| 2. Review the exclusions section. Will the insurance policy cover replacement costs for loss or damage to Chris' personal property? |
| |
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| |
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| |
| |
| 3. Review the Basis of Claim payment section. The landlord will have to pay contractors to repair the damage caused by the overflowing bathtub and the fire. Will the insurance policy compensate the landlord for his repair costs? |
| |
| |
| |
| |
| |

Present your arguments to the class and be prepared to defend them.

LAW Criminal Law

The robber is clearly committing a crime.

Divide into two teams – one to defend the robber, one to prosecute him.

Write up both the prosecution and the defense, according to the facts contained in the vignette.

| PROSECUTION | DEFENSE |
|--|--|
| Chris clearly saw the robber. Will his identification of the robber make the case easier to prosecute? | Does the fact that Chris left the window open and did not attempt to prevent the robbery provide some defense to the robber? |
| | |
| | |
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| | |
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| | |
| | |

Present your arguments to the class and be prepared to defend them.

LAW Teacher's Notes

SYNOPSIS: WORKPLACE ROMANCE



Bill and Luanne work at a local fast food joint, and are secretly dating one another. When Luanne lends Bill her car to drive home after a late date, Bill behaves in an irresponsible and unethical manner. Luanne learns the hard way that mixing business with pleasure can lead to all sorts of problems, especially when the car is not hers.

Expectations

- to identify where liability lies when personal property is lent from person to person
- to examine an auto insurance policy as a legal contract
- to determine how driving restrictions may need to be legislated
- to develop debating skills

Previewing

Discuss with your students:

- How many of you drive a car?
- Do you drive your own car or your parents' car?
- Would you ever consider lending your car to a friend?
- Is it a good idea to lend a car? Why or why not?
- What problems might arise?

Active Viewing

Have students watch the vignette noting the actions taken by the two main characters. Tell them they will be asked to recap the story when they are finished viewing the segment.

Post-Viewing

Have the students recount the tangled intrigue portrayed in the vignette.

Distribute *Activity Sheet E: Actions and Consequences*. Students will be asked to outline the actions, consequences, damages and liabilities associated with this story.

After they have completed this sheet, discuss as a class. Then, ask the following:

- Does the liability of the action always rest with the perpetrator of the action? Why or why not?
- When liability does not rest with the perpetrator, how can damages be addressed?

LAW Teacher's Notes

Class Activity #1

Read the following to your students.

In the vignette Bill drives while talking on the cell phone and drinking a cup of coffee. This is called "driving while distracted."

A growing number of provinces throughout Canada have adopted some sort of law prohibiting use of hand-held cell phones while driving. The dates below indicate when hand held cellular phone legislation came into effect in each province/territory.

Distracted Driving Legislation – Cellular Phones

British Columbia – January 1, 2010
Alberta – September 1, 2011
Saskatchewan – January 1, 2010
Manitoba – July 15, 2011
Ontario – October 26, 2009
Quebec – April 1, 2009
New Brunswick – June 6, 2011
Nova Scotia – April 1, 2008
Prince Edward Island – January 23, 2010
Newfoundland – (Amended) October 1, 2010
Yukon – April 1, 2011
Northwest Territories – No Provincial Law

Ask Your Students:

- What do you think of this legislation? Do you agree that there should be laws to prevent the use of cell phones while driving? Why or why not?
- Have you witnessed someone using their cell phone while driving? What did you think at the time?
- Have you ever been a passenger in a vehicle with a driver who was texting and driving? How did you feel about it?
- Have you ever been distracted by your cell phone? Where and when?
- Do you think we have a dependency on our cell phones and electronic devices? Do you see a problem with the amount of time we spend using cell phones, social media, and video games? Why or why not?
- How many text messages do you send and receive a day? When you hear your phone, do you need to see who it is right away or can you leave it and check it later?

Take a look at the following website for information on distracted driving awareness efforts:

Insurance Bureau of Canada - The DUMB Car 2.0

http://www.ibc.ca/en/in_the_community/road_safety/dumb_struck_facts.asp

Reality Check

Hand out *Activity Sheet F: A Contract to Drive* as well as copies of *Appendix D: Automobile Insurance in Canada* on page 60 and have the class explore how terms and conditions of an auto insurance policy determine the liability of the policyholder.

Vignette 2

LAW Teacher's Notes

Class Activity #2

Read the following to your students.

There are current discussions occurring about the use of cell phones and other electronic devices in classrooms. Do you feel the use of electronic devices (cell phones, iPods, etc.) should be permitted in the classroom? Parents, students, administrators and teachers all have varying opinions on the matter. It is time to role play! Explain to your students that this activity is meant to show various perspectives on an issue and their cards will help them to play a character with an opinion. Students should make up names for the characters they are portraying and avoid trying to mimic someone they know.

Photocopy and hand out the cards on the following pages. You can have the students choose randomly or make a few decisions on which students you would like to take each opinion. Some roles will be doubled or tripled up depending on the size of your class.

Once each student has a role, they have a chance to read over their opinions and add on to their arguments. If there is more than one person representing a role they can jot some notes down together about what they may want to say. During a role play it is important that they represent the character they are playing despite their own opinions.

As the teacher, you will assume the role of the head of the Community Council for Safe Schools. Introduce the topic as the use of cell phones and other electronic equipment in the classroom. You will need to keep the conversation flowing and monitor the debate.

After the role play, ask your students:

- How has our dependency on these devices led to more distractions in the classroom?
- Why is it that we find it hard to ignore a cell phone when we are in the classroom or in various situations?
- What did you learn from the different perspectives presented?
- Has the debate changed your own perspective regarding your use of your cell phone or other devices? Has it influenced you to change your behaviour going forward?

| English Teacher | Geography Teacher |
|-----------------|-------------------|
| Parent 1 | Parent 2 |
| Student 1 | Student 2 |

Geography Teacher

- Trying to implement the use of GPS and mapping activities using students' phones and devices
- Schools should be moving with the technology in order to keep students engaged
- Finds some students work better while listening to their music less distracting for other students

English Teacher

- Does not see the need for electronics in the classroom
- Hinders student learning students are too distracted, it is disrespectful to be looking down at a phone when (he/she) is teaching
- Leads to cheating
- Should not need music to concentrate, if class is well behaved they should be able to focus – students should learn self discipline

Parent 2

- This parent is in a corporate role and has a very busy schedule, they want to be able to reach their son/ daughter if they need to – feels it is a method of safety and communication with their child
- Promote the use of technology in their home as that is the way the world is moving
- Their child follows the rules of the classroom and does not text or use their phone if the teacher does not want them to

Parent 1

- Family does not come from a lot of money allowing or requiring phones and other devices in the classroom is unfair to those parents who cannot afford the latest technology
- Her daughter only uses a cell phone if she is out somewhere – has a limited plan, but is there for safety if she needs it. Her daughter does not bring the phone to school.
- Believes that there seems to be a wider gap between students because of the continuous upgrading of technology

Student 2

- Has been a victim of cyber bullying (other students are using their phones all day long to post mean things about him/her)
- He/she feels as if there is no escape because people are texting each other during class and then laughing about it behind his/her back
- Feels that if cell phones were not allowed in the class he/she may get a break from bullying

Student 1

- Believes that music and cell phones should be permitted in the class
- Use their phone for keeping track of dates and taking notes
- Music helps them to focus in class
- Helps with researching information for school
- Does however admit to checking text messages during class time

| Vice Principal | Concerned Community Member |
|---|-------------------------------|
| Advocate for Technology in the Classroom | Doctor |

Concerned Community Member

- Lost a family member in an accident caused by distracted driving
- Feels there is a new dependence on cell phones that is increasing the risk of distracted driving
- Claims people are addicted to checking text messages all of the time, and if we implement it in school we are encouraging the behaviour

Vice Principal

- Safety concerns students are using devices for bullying
- Student was hit by a car on student property because they crossed the parking lot while texting
- Many thefts occurring in the school (iPods, blackberries, phones, etc.)
- Understands both arguments from the teachers' perspectives and has an obligation to hear the voices of the parents

Doctor

- Overuse of cell phones causing medical problems (tumors, hearing loss)
- Becoming an addiction for people cannot feel at ease until they have checked their phone and messages
- Losing social skills ability to communicate and listen effectively, not present in conversations

Advocate for Technology in the Classroom

- We are in a time of change and we are living in a technological world
- We must find ways to relate to the students in order to help them to learn
- If we are to use the classroom to prepare our students for the real world, then the classroom must include technology.

Activity Sheet E

LAW

Actions and Consequences

Use the following sheet to detail the actions that happened in the vignette.

List each consequence of the action, and the damages caused. Describe who is liable for the damages caused. Explain.

Watch the vignette as many times as you may need to complete this activity.

| LUANNE | |
|--------|-------------|
| ACTION | CONSEQUENCE |
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| DAMAGE | LIABILITY |
| 1. | 1. |
| 2. | 2. |
| 3. | 3 |
| BILL | |
| ACTION | CONSEQUENCE |
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| DAMAGE | LIABILITY |
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |

Activity Sheet F

LAW Contract to Drive

Refer to the *Appendix D: Automobile Insurance in Canada* included on page 60 Answer the following questions: **1.** In the vignette, who is the policyholder? 2. Would the auto insurance policy cover the policyholder for the damages to people and property? Explain why or why not. 3. Would the actions of the driver nullify the insurance policy? Why or why not? 4. Would the driver of the car be liable for any of the damages? Explain. 5. As there was personal injury to the driver of the other car, would this person have the right to sue for damages in your province? 6. Whom could she sue? Explain.

LAW Teacher's Notes

SYNOPSIS: TRUTH BELL AFTER A KILLER PARTY



Jack decides to hold a party when his parents are out of town. We meet him at the end of the party – one that has clearly gotten out of hand. Jack's friend tells him what really happened each time a "truth bell" sounds. Jack is horrified to learn just how much damage has been done. He learns the hard way that holding an unsupervised party carries all types of risks.

Expectations

- to define duty of care
- to identify how duty of care is applied in real life situations
- to examine case studies for legal issues
- to interpret a homeowner's insurance policy for liability issues

Previewing

Discuss with your students the merits of hosting/attending parties where there is no adult supervision.

- What sorts of things could happen?
- Do they know who would be liable if things got out of control?

Review the concept of "duty of care." It is defined as the obligation that is required to ensure that others are not harmed by one's actions.

• How could duty of care be an issue when you are hosting a party?

Active Viewing

Have your students look for incidents where the concept of duty of care might be applied to the actions of both of the characters.

Post-Viewing

Review the incidents in the vignette where duty of care could be applied.

Discuss with the class how the concept of duty of care would be applied to each of the following:

- Jack, who hosted an unsupervised party
- Friend, who took advantage of the lack of supervision while lying to Jack about his actions
- The other partygoers, whom we see leaving without offering any assistance to Jack in cleaning up after the party
- Jack's parents, who were not home that evening
- The parents of the partygoers, who trusted their children to behave reasonably

Class Activity

Once the class is comfortable with their level of understanding of duty of care, place the students into three groups. Hand each group one of the three case studies *Activity Sheets G, H, and I*.

Vignette 3

Activity Sheet G

LAW Teacher's Notes

Have them answer the questions in their groups. For each *Activity Sheet*, there is a *Solution Sheet*.

As a class, explore how the concept of duty of care was expressed in each case study.

- What were the similarities and differences?
- What are the responsibilities of social hosts and property owners when they condone drinking on their premises and make no attempt to monitor the situation?

Here is additional background information for *Activity Sheet* I for your reference.

In a separate criminal trial, Desormeaux was convicted of impaired driving causing death, and sentenced to 10 years in prison, and served 2.5 years before being released to an Ottawa half-way house in 2002.

At trial, the hosts argued that a person holding a private party does not share the same legal obligation for a guest as a bar or restaurant owner does. Child's lawyers argued that the general rules of negligence should apply and that hosts should be held partly responsible when they can foresee possible harm, and have some control over the drunken person. But, in his trial judgment, Mr. Justice James Chadwick of the Superior Court of Justice held the social hosts to the same standard of care as restaurant and bar owners. However, having said that, Justice Chadwick refused to rule in Ms. Child's favour stating that it was up to government to legislate on this issue and determine the liability of social hosts, under what conditions, and to establish limits of compensation.

Child's appeal was also dismissed for different reasons, but left the door open to finding liability in cases "when it is shown that a social host knew that an intoxicated guest was going to drive a car and did nothing to protect innocent third persons." With two courts reaching differing opinions, it was reasonable to assume that the Supreme Court of Canada would hear this appeal.

Reality Check

Review

Have students review *Appendix B: Excerpts from a Homeowner's Basic Form Guide policy* provided on page 56 as well as the *Information Sheet: Killer Party Consequences* on page 52.

In pairs have students discuss the roles of insurance adjuster and homeowner, using the *Information Sheet: Killer Party Consequences* on page 52 as the basis of the claim. Have them look for areas in the policy where the insurance coverage is expressed. If coverage is denied, explain the reasons given in the contract for this.

Make a few comments as a class and have students think of things that could potentially go wrong during or after a party. It may be interesting for students to do some independent research on liabilities and/or teenage party cases involving the law.

To learn more about blood alcohol concentration, go to: www.baecdrom.org www.habitsmart.com/bal.html www.healthstatus.com

LAW

HUNT ET AL. V. SUTTON GROUP INCENTIVE REALTY INC. (2002) ONTARIO COURT OF APPEAL

The Facts

The 44-year-old plaintiff, Linda Leigh Hunt, attended a Christmas office party organized by her employer, a real estate company, on December 16, 1994. The defendant, Sutton Realty, held the party at its business establishment where there was an open, unsupervised bar. Hunt was a part-time employee working as a receptionist, and she regularly answered the phone while attending the party that began at 1:00 pm. At about 4:00 pm, her employer was so concerned about Hunt's intoxication that he offered to call her husband to drive her home. She refused. When the party ended around 6:30 pm, he asked if anyone needed a ride home and offered to provide cabs. Again, Hunt declined. On her way home, the plaintiff stopped at P.J.'s Pub with some co-workers and had two more drinks. Around 8:00 pm, she turned down offers to give her a ride home and a bed for the night.

Driving home in a bad snow storm with a blood-alcohol reading of 175 mg/100 ml of blood (where 80 mg/100 ml of blood and above is illegal to drive), Hunt lost control of her car and crashed into an oncoming truck. The crash left her with permanent physical and severe head injuries causing personality changes, and she was unable to work.

The plaintiff brought a civil action before a judge and jury against her employer and the pub. But, just before the end of the trial, the judge dismissed the jury because the issues of the case were too complex for ordinary citizens and he would have difficulty explaining the law to the jury. The judge then awarded Hunt \$1.1 million in February 2001, finding her 75 percent responsible for the accident and the defendants liable for the remaining 25 percent. However, the pub, which was uninsured, was out of business, so Sutton Realty was fully responsible for the nearly \$300,000 awarded to Hunt. The defendant appealed this decision to the Ontario Court of Appeal, and in a unanimous judgment on August 14, 2002, the appellate court overturned the trial judgment and ordered a new trial, ruling that the trial judge had erred when he dismissed the jury and that it is for a jury, not a judge, to determine how far employers should go to stop employees from driving impaired. Six months later, Hunt and Sutton Realty reached a confidential out-of-court settlement that both parties consider fair and that will prevent the case from going to trial ever again.

Questions

- 1. What is duty of care, and what duty of care did the defendant employer and pub owe to Hunt? Explain.
- **2.** Why was the plaintiff found 75 percent at fault for her accident?
- **3.** In his ruling, the trial judge stated: "I find that the defendant Sutton... ought to have anticipated the possible harm that could have happened to her [by driving home after drinking at the party] and...taken positive steps to prevent her from driving home." What additional measures might Hunt's employer have taken?
- **4.** Assume you have been hired by an insurance company to make recommendations for employers with steps to be taken in an effort to reduce exposure to liability. In small groups, discuss what employers might do, and make a list of at least five recommendations. Then, compare your list with those of other groups.

Activity Sheet H
Activity Sheet I

LAW

PREVOST V. VETTER (2002) BRITISH COLUMBIA COURT OF APPEAL

The Facts

On June 19, 1998 around 11:00 pm, then 18-year-old defendant, Desiree Vetter, and about 15 other teenage friends arrived at the home of her aunt and uncle, Shari and Greg Vetter, in Enderby, British Columbia. When the group arrived, the aunt and uncle were already upstairs asleep, but their 17-year-old son Scott was there with a few friends. He didn't see his cousin or her friends bring alcohol or consume it on the premises, but Desiree admitted to drinking in the backyard. Scott did not supply any liquor to anyone. At about 11:30 pm, the 17-year-old plaintiff, Adam Prevost, crashed the party with some uninvited, intoxicated young adults by which time there were about 30 people in the Vetters' yard.

Around 1:00 am, the police arrived in response to neighbours' complaints about the noise. They told Scott to quiet the group and clear everyone out. Scott woke his mother to advise her of this; she asked if he needed help in breaking up the party to which he replied that he could "handle it." Evidence indicated that the Vetters regularly welcomed gatherings of young people at their home, especially in the summers. While the Vetters had a rule against minors drinking alcohol, they knew that the teens sometimes brought their own liquor and drank it there. In the past (but not this night) Shari was protective of intoxicated minors and offered to drive them home, take away their keys, or allow them to sleep there overnight.

Everyone had left by about 1:30 am. Desiree was one of the last to leave and Adam Prevost asked her for a drive home. She drove with five passengers in her car; Adam was sitting on top of the front seat passenger and was not wearing a seatbelt. Desiree lost control of the vehicle, and Adam was thrown through the open sunroof, leaving him with a severe brain injury. Desiree took a breath test that registered a blood-alcohol level of 120 mg/100 ml (where 80 mg/100 ml of blood and above is illegal to drive).

Prevost and his parents brought an action for negligence against Desiree and her aunt and uncle as "social hosts." His action succeeded, and the court awarded \$2.5 million in damages. The Vetters appealed to the Court of Appeal which, on March 22, 2002, overturned the decision for procedural reasons and ordered a new trial. However, the case was resolved in a confidential out-of-court settlement in December 2002.

Questions

- 1. Did the Vetters owe the plaintiff any duty of care? Why or why not?
- 2. Why would the Vetters be held liable when they were unaware of the party and were asleep upstairs?
- 3. Is there anything the Vetters could have done as "reasonable persons" to have prevented this accident?
- **4.** Was the accident foreseeable? Explain.
- 5. What risks are assumed when a person agrees to be a passenger in a vehicle driven by an impaired driver?
- **6.** Assume you have been hired by an insurance company to make recommendations for social hosts with steps to be taken in an effort to reduce exposure to liability. In small groups, discuss what hosts might do, and make a list of at least four recommendations. Then, compare your list with those of other groups.

LAW

CHILDS VS. DESMORMEAUX (2006) SUPREME COURT OF CANADA

The Facts

On New Year's Eve 1998, Julie Zimmerman and Dwight Courrier hosted a potluck supper and BYOB house party in an Ottawa suburb, which was attended by several relatives and friends; Desmond Desormeaux, a longtime friend of Courrier, was among the invited guests. He and two friends drove to the party in a car he had recently inherited, but he didn't have insurance for the car. Desormeaux was a self-described alcoholic with two prior impaired driving convictions. He had also been convicted of driving while his license was suspended in 1996. Desormeaux had, in the past, frequently slept over at the social hosts' home when he had had too much to drink, but not this time.

At about 1:30 am on January 1, 1999, Desormeaux left the party, and his vehicle crossed the centre line of the highway and crashed into the path of an oncoming vehicle in which Zoe Childs and her boyfriend, Derek Dupre, were riding in the back seat. Dupre was killed and Ms. Childs, 17 at the time, was rendered a paraplegic. All of the other passengers in both cars were seriously injured.

Desormeaux's blood sample taken following the accident showed he had a blood-alcohol reading almost three times the legal limit. Childs sued Desormeaux and the social hosts Zimmerman and Courrier for \$2.3 million in damages. The trial judge held Desormeaux liable for the injuries to Childs and the other plaintiffs. He further held that if Courrier and Zimmerman were also liable, he would apportion liability as between the defendants 85 per cent to Desormeaux and 15 per cent to Courrier and Zimmerman. But he dismissed the action, stating that it should be left to the government to determine a social host liability and to properly compensate the innocent victims.

Childs appealed this decision to the Ontario Court of Appeal, which, in a unanimous judgment on May 19, 2004, also dismissed her claim. Childs appealed this decision to the Supreme Court of Canada where the appeal was heard on January 18, 2006. Like the Ontario Court of Appeal, the Supreme Court ruled that Zimmerman and Courrier did not owe duty of care because the relationship between the hosts and the guest was not proximate enough to ground a duty of care. The reason for this was primarily due to the fact that they did not serve alcohol to Desormeaux therefore did not know that he was intoxicated, they did not assume control over the service of alcohol, there was no statute imposing a duty to monitor drinking on social hosts, and the hosts did not otherwise assume responsibility for Desormeaux's safety.

Ouestions

- **1.** Explain the meaning of this statement: "This high-stakes case has pitted the insurance industry against the anti-drunk-driving lobby like MADD (Mothers Against Drunk Driving).
- **2.** In its unanimous decision, the Court of Appeal stated that "The person sought to be held liable must be implicated in the creation of risk" and concluded that the social hosts were not liable because:
 - the party was a BYOB, and the hosts did not supply alcohol
 - the hosts didn't know how much the driver, Desmond Desormeaux, drank
 - they didn't know Desormeaux was impaired when he left the party

Do you agree with this decision and the Court's reasoning? Why or why not?

3. In small groups, discuss the Supreme Court of Canada's decision and whether or not you agree with it. Provide reasons for your decision. Is there a class consensus on the decision?

Activity Sheet G Activity Sheet H

LAW The Solutions

HUNT ET AL. V. SUTTON GROUP INCENTIVE REALTY INC. (2002) ONTARIO COURT OF APPEAL

The Solutions

- 1. Duty of care is the obligation to foresee and avoid careless actions that might cause harm to others. Sutton Realty and P.J.'s Pub should have done more to prevent Linda Hunt from driving herself from the party and, later, from the pub after having consumed more alcohol. All could see that Hunt was impaired, yet they allowed her to drive away in a snow storm.
- **2.** The plaintiff was found 75 percent at fault for her own accident because her excessive alcohol consumption was self-induced. She should have foreseen that having too much to drink and then driving home in a winter storm was negligent. Her employer and friends had offered Hunt several options, but she refused all of them. She was, therefore, liable to a very significant extent.
- **3.** Hunt's employer could have taken her keys from her to prevent her from driving away, from driving away, taken her to a hotel, or driven her home, or forcibly put her in a cab to get her safely home.
- **4.** Recommendations, in no order of priority, might include:
- · hold party events outside of working hours and in a location other than the actual workplace
- avoid having an open, unsupervised bar; provide a limited number of drink tickets or have a cash bar
- use a supervised bar staff and give bartenders the authority to stop serving employees who appear to be impaired
- arrange for special rates at a hotel near the event's location and inform employees of this arrangement in advance
- make transportation available to and from the event, and notify employees in advance
- organize a "designated driver" program with staff well ahead of time
- have low-alcohol and alcohol-free cocktails available, along with soft drinks and bottled water
- have food available so that guests are not left unfed for long periods of time
- ensure that the party venue has adequate liability insurance to cover any possible risk from alcohol-related accidents from guests leaving the party
 Students may provide additional recommendations.

To read the Ontario Court of Appeal judgment, see: www.ontariocourts.on.ca/decisions/2002/august/huntC35900.htm

Additional Resources:

MADD – Mothers Against Drunk Driving, www.madd.ca
OSAID – Ontario Students Against Impaired Driving, www.osaid.org
For Youth by youth website – Discussion of various youth related issues, www.deal.org
SADD – Students Against Destructive Decisions, www.sadd.org
Students Against Drunk Driving, Alberta, www.saddalberta.com
Virtual Party, www.virtual-party.org
SADD Saskatchewan, www.saddsask.ca
TADD Manitoba, www.mast.mb.ca/tadd/index.htm
SADD Newfoundland & Labrador, www.safetycouncil.net/sadd.html

LAW The Solutions

PREVOST V. VETTER (2002) BRITISH COLUMBIA COURT OF APPEAL

The Solutions

- 1. Yes, the Vetters owed the plaintiff and everyone who visited their home that evening a duty of care, and that duty of care was breached. On past occasions, Shari Vetter often exercised control when minors became intoxicated at her home. On this occasion, she failed to take steps to prevent impaired minors from driving home that night; this was a very serious breach.
- **2.** The Vetters would be held partly liable because they "... created a dangerous situation permitting minors to drink at their home and drive from it." Shari was aware of the party, having been told about it by her son Scott, and she did nothing but go back to sleep.
- **3.** As "reasonable persons," the Vetters could have gotten up to ensure the partygoers were sober enough to drive home. She could have done any of the things she had done in the past, but didn't this particular night. Had she exercised proper control and gone to check out the situation, she might have noticed that her niece, Desiree, was intoxicated and prevent her from driving.
- **4.** Although this specific accident may not have been foreseeable, the danger to passengers who drive with an intoxicated driver is foreseeable. Knowing that minors and young adults were drinking at their home, the Vetters should have been more proactive.
- **5.** Answers may vary, but there is a defense of "voluntary assumption of risk" in tort law that states that no liability exists because the plaintiff agreed to accept the risk normally associated with the activity. In this case, Adam Prevost should, or might, have realized that Desiree was impaired when he asked for a ride. As well, getting into an overloaded car, sitting on a passenger's lap and not wearing a seatbelt suggests that he has some responsibility for his tragic accident.
- **6.** Recommendations, in no order of priority, might include:
- as host, don't drink too much so that you will have a recollection of the night's events
- determine how guests are going home and if there's a designated driver
- offer to call a taxi, or suggest the guest stay overnight
- take the car keys away from the impaired guest to prevent him/her driving away
- have low-alcohol and alcohol-free cocktails available, along with soft drinks and bottled water
- have food available so that guests are not left unfed for long periods of time
- ensure your homeowner's insurance policy has adequate coverage for this type of risk Students may provide other recommendations.

To read the original trial judgment, see www.canlii.org/bc/cas/bcsc/2001/2001bcsc297.html To read the B.C. Court of Appeal judgment, see www.canlii.org/bc/cas/bcca/2002/2002bcca202.html

LAW The Solutions

CHILDS VS. DESMORMEAUX (2006) SUPREME COURT OF CANADA

The Solutions

- 1. This case is definitely one which polarizes both sides of the issue as there are two very valid points of view. The Insurance Bureau of Canada suggests that claims on Homeowner's or Tenant's policies could skyrocket if social hosts are added to legal actions. Making social hosts liable will create chaos as the average host isn't trained to determine degrees of drunkeness and doesn't keep a "running tab" to measure drinking, and may be too busy socializing and serving food and drinks to keep an eye on all guests.
- Anti-drinking lobbies argue that social hosts are in a much better position to foresee problems than a commercial establishment as, usually, there are far fewer people involved, and they know their guests' drinking patterns. MADD believes that this case is a prime opportunity for the Supreme Court to curtail deadly impaired driving accidents, which are the leading killer of Canadians under 40.
- 2. Answers may vary, but this is a good issue for debate. Many students will agree with the reasoning of the Court of Appeal and support the judgment. Others may disagree on the basis that Desormeaux was a longtime friend of Dwight Courrier and he probably knew, or should have known, that Desormeaux was an alcoholic with two previous impaired driving convictions. Also, the hosts knew he continued to drink at the party, and he should have watched his friend more carefully during the party.
- **3.** Your students may wish to discuss the impact of the Supreme Court of Canada's decision. According to the decision, merely hosting a party where alcohol is served "does not suggest the creation of, or exacerbation of, the level required to impose a duty of care on the host to the members of the public who may be affected by a guest's conduct." The Court also noted that "a person who accepts an invitation to attend a private party does not park his autonomy at the door . . . short of active implication in the creation or enhancement of the risk, a host is entitled to respect the autonomy of a guest." Finally, the Court held that a private host is not expected to "monitor the conduct of guests on behalf of the public."
- You and your students may debate the fact that the Court chose not to address whether a duty may arise where a social host continued to serve a clearly intoxicated guest with knowledge that he or she will be driving.

To read the Supreme Court of Canada's judgment in this case, see http://scc.lexum.org/en/2006/2006scc18/2006scc18.html

Angel Angle:

In certain situations people will be held responsible for damage even though they did not act negligently or intend to cause any loss or harm. This is called strict liability.

LIFE SKILLS
Teacher's Notes

SYNOPSIS: LOVE IS BLIND ON MOVING DAY



Chris moves into his first apartment and never really thinks about the potential consequences of his actions while he is distracted by a phone call with his girlfriend. He does not read the neighbourhood warning signs when he enters his new home – graffiti on the walls and a missing door. However, he acts just as recklessly by heating a pizza in the oven with its wrapper still on and by leaving a bath running.

Expectations

- to identify the decisions that are made daily
- to define the style of decisions and when certain styles are appropriate
- to explore how a person may be vulnerable to making an irrational decision
- to examine the concept of "utmost good faith" as it relates to purchasing insurance

Previewing

Ask your students to think about all of the decisions they have made from the moment they woke up this morning until the present. Have them write these down on a piece of paper.

Ask your students:

- What are some decisions you made quickly, without thinking?
- What decisions were heavily influenced by other people?
- What decisions did you think about carefully?
- What decisions did you agonize over?
- What decisions did you make by not acting?
- What decisions were put off until later?
- How did the importance of the decision affect the way in which you made the decision?
- Why is it important to know how you make decisions in different circumstances?

Active Viewing

Have students note the decisions that Chris makes throughout the vignette. View the vignette more than once if necessary.

Post-Viewing

Discuss the vignette. Have students review their lists of Chris' decisions together so that they have a complete list.

Distribute the *Information Sheet: Decision Styles* on page 32. Review the typical decision styles. They are:

- Impulsive
- Compliant
- Strategic
- Agonized
- Avoidance
- Procrastination

Vignette 1

LIFE SKILLS

Decisions, Decisions

Activity Sheet A

LIFE SKILLS Teacher's Notes

Discuss the meaning of each of these decision styles with your students. Have them give examples from the vignette or from their lives of each of the different styles.

Explain that each of these styles is appropriate and inappropriate in different circumstances and that it is up to each of us to decide when to use the best style for the situation.

Class Activity

Distribute *Activity Sheet A: Decisions, Decisions* on the next page to your students. They will fill out the form with their list of Chris' decisions.

Have your students place a decision style beside each of the decisions Chris makes in the vignette. Take these up in class.

Discuss the types of decisions Chris makes.

Ask your students:

- Which of these decisions styles does Chris use most in the vignette?
- Are these the appropriate decision styles for the situation?
- Are these rational decisions? Why or why not?
- What may be affecting the types of decisions that Chris is making? Why?
- What is making Chris vulnerable to irrational decisions?

As a class, brainstorm examples of situations where people are vulnerable to making irrational decisions.

Place your students in pairs or small groups. Have them discuss possible alternate decisions Chris could have made (socially responsible and ethical) that would have led to better consequences.

Have them present these ideas to the class.

Ask your students:

- How could Chris have better dealt with his girlfriend so that he could not have been vulnerable to making irrational decisions?
- How can this understanding help us to ensure that we do not make irrational decisions?

Reality Check

Discuss with your students:

- How would you sum up Chris' attitude? Do you think Chris acted in a personally responsible manner? The insurance company acted in "utmost good faith" towards Chris by extending him insurance.
- What do you think the term "utmost good faith" means?
- Do you think that Chris acted in "utmost good faith" towards the insurance company?
- Do you think that the insurance company should replace Chris' losses? Why or why not?

| CHRIS' DECISION | DECISION STYLE | ALTERNATE DECISION |
|-----------------|----------------|--------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

LIFE SKILLS

Decision Styles

We make decisions in different ways. Each style of decision-making has appropriate uses. Let's look at some typical decision styles and how we can best use them.

Impulsive

Decided quickly; without thinking

Best uses: Situations of emergency or crisis, such as saving a drowning person, spontaneous decision to turn a dull situation into fun.

Worst uses: Major life decisions, career, school, family, relationships.

Compliant

Heavily influenced by other people

Best uses: When making a decision in areas where you don't have enough expertise or information, in some family situations and relationships

Worst uses: When avoiding responsibility for your actions and decisions

Strategic

Carefully thought out

Best uses: When considering all options, when there is considerable risk involved

Worst uses: In situations of emergency or crisis

Agonized

Excessive weighing of options

Best uses: When making major life decisions or decisions of great importance and/or consequence; career, education, family relationships

family relationships

Worst uses: Everyday decisions; what to eat, what to wear, social activities

Avoidance

Avoiding or evading making the decision

Best uses: Uncomfortable situations when there is peer pressure

Worst uses: When the decision is inevitable

Procrastination

Putting off the decision until later

Best uses: Choosing to wait for more information, or needing more time to be ready.

Worst uses: Any decision that has urgency or a timeline.

LIFE SKILLS
Teacher's Notes

SYNOPSIS: WORKPLACE ROMANCE



Bill and Luanne work at a local fast food joint, and are secretly dating one another. When Luanne lends Bill her car to drive home after a late date, Bill behaves in an irresponsible and unethical manner. Luanne learns the hard way that mixing business with pleasure can lead to all sorts of problems, especially when the car is not hers.

Expectations

- to define the characteristics of a positive friendship
- to demonstrate an understanding of how ethics relate to friendship
- to explain how actions lead to consequences which demonstrate a level of personal responsibility
- to explore the ethics and consequences of lending other people's property to someone else

Previewing

In pairs, have the students discuss and then write on a piece of paper the three characteristics they most value in a friend, boyfriend or girlfriend, such as: loyalty, trustworthiness, generosity, politeness, responsibility, respect, fairness, compassion, cheerfulness, creativity, etc.

Ask several pairs to read out their list to the class.

Ask your students:

- Why are these characteristics so valued?
- What does this tell us about why we all need friends?
- What does this tell us about how to be a good girlfriend or boyfriend?

Active Viewing

While viewing the vignette have students mentally note as many actions as possible taken by the three characters – Bill, Luanne and Fred the Fry Cook. Have them think about whether these actions demonstrate valued characteristics of a boyfriend or girlfriend.

Post-Viewing

Ask your students:

- What does the term ethical mean? Give an example from a recent news item that explores the difference between ethical and unethical behaviour.
- Do you think that Luanne acted in an ethical manner? Why or why not?
- Do you think Bill acted in an ethical manner? Why or why not?
- Do you think Fred the Fry Cook acted in an ethical manner? Why or why not?
- Do you think any of these characters is someone you would want as a friend? Why or why not?

Vignette 2

Teacher's Notes

Actions Make Character

Activity Sheet B

Class Activity

LIFE SKILLS

Distribute Activity Sheet B: Actions Make Character from the following page.

In pairs or groups, have students use their mental lists to fill out the sheet noting the actions taken by Bill, Luanne and Fred, plus the consequences of these actions. Allow time for students to discuss these and agree on them.

In the same pairs or groups, have your students write the sequel to this vignette. The sequel could be written as a script.

Have them describe what happens to Bill, Luanne and Fred as a consequence of their actions and their characters.

Have them describe the personal, social and workplace repercussions that follow this episode.

At the end of the sequel, have them describe how these repercussions could have been avoided if Bill, Luanne and Fred had acted in an ethical manner.

Reality Check

Class discussion:

Fred the Fry Cook has car insurance. The insurance company gave Fred insurance on the good faith that he would be responsible for the car.

• Do you think that it was ethical of Fred to lend his car to Luanne? Why or why not?

Have the students complete *Activity Sheet C: Responsible Lending* on page 36 to explore scenarios where students borrow valuable possessions from one another and don't always return them in the most responsible manner.

Ask your students:

- How did these scenarios ring true for you?
- What are some ways in which friends can show their responsibility to one another?
- How do you think the insurance company should respond to damages caused by Bill and Luanne? Explain your position.

Angel Angle:

"Character, not circumstance, makes the person."

Booker T. Washington, American educator and Civil Rights activist (1856-1915)

On this sheet write down all of the actions or descriptions of actions committed by Bill, Luanne and Fred in the vignette.

In the column beside the actions, check whether or not you would do this to a friend.

LIFE SKILLS

| NAME | ACTIONS | YES | NO |
|------|---------|-----|----|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

| Examine your columns. |
|--|
| 1. What does this tell you about the characters of Bill, Luanne and Fred? Explain. |
| |
| |
| |
| 2. Do any of these people behave in a personally responsible manner? Why or why not? |
| |
| |
| |
| 3. What does this tell you about the importance of behaving ethically when it comes to friendships? |
| |
| |
| |

Activity Sheet C

LIFE SKILLS

Responsible Lending

Have you ever lent something to a friend and had it lost, broken or stolen?

How should friends act responsibly to one another when it comes to valuable possessions?

Explain how the people in the following scenarios should act to show their responsibility to one another:

| 1. Anya was visiting her friend in California. Anya bought lots of gifts for people and on the last day had a difficult time packing all her belongings into her suitcase. One pair of favourite running shoes would just not fit. Anya's friend offered to send them on to her soon after. Despite repeated requests and promises, the runners were never returned. | |
|--|--|
| | |
| 2. Jade lent her expensive calculator to one of her friends in math class because he had forgotten his and needed it for a makeup exam. He promised to return it. When Jade asked him if she could have it back, he told her that he had returned it – he had left it in front of her locker! Needless to say, she never saw it again. | |
| | |
| 3. Seema and his friend Joe were headed out for the evening. Seema had forgotten his coat so Joe lent him his good leather jacket so that they didn't have to go all the way back home. Later on that evening, after several dances at a local club, Seema noticed that the coat was no longer on the back of the chair where he had left it. | |
| | |
| 4. Sean and Jerry were always swapping video games with one another. When Sean asked Jerry to return his favourite game Jerry told him that it had been destroyed by the game console. He did not offer to replace it. | |
| | |
| | |

Angel Angle:

"Be slow to fall into friendship, but when thou art in, continue firm and constant." Socrates, Greek philosopher

LIFE SKILLS

Teacher's Notes

SYNOPSIS: TRUTH BELL AFTER A KILLER PARTY



Jack decides to hold a party when his parents are out of town. We meet him at the end of the party – one that has clearly gotten out of hand. Jack's friend tells him what really happened each time a "truth bell" sounds. Jack is horrified to learn just how much damage has been done. He learns the hard way that holding an unsupervised party carries all types of risks.

Expectations

- to examine how the concepts of personal and social responsibility apply to everyday actions
- to demonstrate an understanding of the qualities of a true friend
- to demonstrate an understanding of social responsibility with regards to groups of friends
- to show how actions demonstrate an awareness of personal and social responsibility

Previewing

Discuss with your students:

What are the attributes of a true friend? List some of these on the board or chart paper. Keep them in view as the students watch the vignette.

Ask your students:

- How do you know if someone is being a true friend?
- Is it what they say (their words) or what they do (their actions) that indicate true friendship? How do you know this? Give examples.
- How are you responsible to your friends when you are in a group?
- In what circumstance would you accept responsibility for the actions of your friends?
- How could you help your friends accept responsibility for their actions?

Active Viewing

This vignette contains a great deal of information. This activity requires the students to watch the vignette a minimum of two times.

While watching, have students note the actions of the two main characters – Jack and his "friend" – as well as the partygoers. How are the friends accepting responsibility for their actions, individually or as a group?

Post-Viewing

Discuss what your students saw in the vignette.

- Jack says "How could my friends do this to me?" What does this tell you about Jack? Does it show that he accepts personal responsibility for what has happened?
- The friend says "That was a killer party, man!" What does this tell you about his actions and his sense of personal responsibility?
- Jack's friends leave the party without helping him clean up, or even saying thanks. What does this say about their level of friendship? What does this say about their sense of social responsibility?

Vignette 3

Activity Sheet D

LIFE SKILLS
Teacher's Notes

Class Activity

Distribute the Information Sheet: Helping Friends on page 40 to your students.

Go through the list of friendship attributes and strategies with the class.

Compare these to the list they brainstormed at the beginning of the activity.

Ask your students:

- Did Jack and his friends act like true friends to one another? Why or why not? Discuss the saying, "actions speak louder than words."
- How could this saying apply to the actions of both Jack and his friends?

Distribute Activity Sheet D: Tips for a Successful Party from the following page.

Use the *Information Sheet: Helping Friends* to demonstrate how Jack and his friends could have used different strategies for accepting personal and social responsibility.

Have students fill out the *Activity Sheet* in pairs or groups. Allow time for the students to discuss what they are writing on the sheet.

Reality Check

Refer to the vignette for a definition of these terms. Discuss these with your students.

- Risk Avoidance eliminates entirely any possibility of loss. It is achieved either by abandoning or never undertaking a risky activity.
- Risk Control also refers to loss prevention which aims to reduce the frequency or the likelihood of a particular loss. It is also characterized by loss reduction which aims to lower the severity of a particular loss/risk.
- Risk Transfer is an activity of risk control that transfers legal and financial responsibility for a loss to someone else. Insurance offers risk transfer. For example, an insurance company will allow you to transfer the risk of large medical bills or costs associated with a car accident to them in exchange for a fee called an insurance premium.

Ask your students:

- How could Jack have used these concepts to prevent or lessen the consequences to himself and his parents?
- In transferring risk to an insurance company, what is your responsibility to yourself and to the insurance company?

Definitions excerpted from: George L. Head and Stephen Horm II, Essentials of Risk Management, second edition, vol. 1 (Malvern, PA: Insurance Institute of America, 1991), pp. 21–29

LIFE SKILLS Tips For A Successful Party

All parties are not created equal. A successful party demands that all partygoers accept personal and social responsibility for what takes place. Use this sheet to list some ideas for how Jack and his friends could have had a successful party instead of a total disaster.

In the first column list the strategies that Jack and his friends could have used. In the second column answer the question: How these could have helped them accept responsibility?

| HELPING FRIENDS STRATEGIES | HOW COULD THESE STRATEGIES HAVE HELPED THEM ACCEPT PERSONAL OR SOCIAL RESPONSIBILITY? |
|--|---|
| | |
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| | |
| and all the partygoers had used these straently? | tegies, how could the events at the party have |
| | |
| | |
| | |
| | and all the partygoers had used these stra |

Vignette 1

LIFE SKILLS
Helping Friends

Friends want to help each other, but sometimes it's hard to know how.

Ways to help are:

- understanding: exchanging thoughts, feelings and ideas with 'your' friend
- being loyal: standing by each other through celebrations and difficulties
- being dependable: being there when you are needed
- being respectful of each other: accepting each other's individuality
- being trustworthy: 'having faith and trust' in one another
- maintaining confidentiality: keeping personal information between the two of you
- being non-judgmental: accepting friends as they are
- being genuine: showing the true characteristics of friendship
- being a positive role model: supporting one another to be your personal best
- being a good communicator: listening actively and asking questions to get more information
- being empathetic: having a feeling for what a friend is going through

Angel Angle:

"Have no friends not equal to yourself." Confucius, Chinese philosopher (551-497 BC)

FAMILY STUDIES

Teacher's Notes

SYNOPSIS: LOVE IS BLIND ON MOVING DAY



Chris moves into his first apartment and never really thinks about the potential consequences of his actions while he is distracted by a phone call with his girlfriend. He does not read the neighbourhood warning signs when he enters his new home – graffiti on the walls and a missing door. However, he acts just as recklessly by heating a pizza in the oven with its wrapper still on and by leaving a bath running.

Expectations

- to recognize the role of insurance in protecting possessions from fire, flood or theft
- to demonstrate an understanding of the importance of keeping an up-to-date record of actual possessions
- to practise comparison shopping for tenant's insurance policies

Previewing

Have students answer the following questions:

- How many of you expect to rent your own apartment in the next five years?
- If you do, what sorts of possessions will you take with you?
- What do you think would happen if some or all of those possessions were lost or destroyed?
- Who would pay for replacing them?

Active Viewing

Have your students look for all of Chris' possessions that they can see in the vignette.

Post-Viewing

As a large group, try to list all of the possessions visible in Chris' apartment. Add a few that you imagine he would have. Write these on the board and agree on a ballpark dollar value for each one.

Have students estimate how much it would cost to replace the damage that Chris' carelessness caused, such as the carpet/floor/roof damaged by the overflowing bathtub, plus the damage caused by the fire.

Add up the total to get an idea of what Chris' insurance policy will likely have to cover.

Ask your students:

- How will Chris replace all of those possessions?
- If you worked for the insurance company would you recommend that Chris receive enough money to replace all of the things he has lost? Why or why not?

Activity Sheet A

FAMILY STUDIES

Teacher's Notes

Class Activity

Ask your students:

- If a fire or robbery occurred where you live, how would you replace the items that were destroyed or stolen?
- How would the insurance company know the replacement value of your possessions?
- Who would be responsible for making sure that the insurance policy covered you in the event of such loss?

Distribute Activity Sheet A: Personal Inventory on the following page to your students.

Have students list all of their existing possessions (from memory), especially ones that they would move into an apartment. They will be asked to place a dollar value (likely what they paid for it) for each possession and then to add them all up for a total value of their possessions as they remember them.

For homework, have your students conduct a proper inventory of their possessions using the form available at www. career-connections.info. Have them research, using flyers or websites, the actual dollar value of their possessions and to record these on the form.

In the following class, ask your students:

- What have you learned about the difference between what you thought you had, and how much it was worth, and the actual inventory of your possessions and its replacement value?
- What has this taught you about the importance of keeping an actual, updated record of your possessions?
- What has this taught you about the importance of insurance?

Reality Check

Ask your students:

- 1. How many of you knew about the availability of an insurance policy for people who are renting?
- **2.** What do you think such a policy would cover?
- **3.** Should a policy cover only your possessions, or should it cover you in the event of damage caused by a fire, flood or theft?

Hand out Activity Sheet B: Shopping for A Tenant's Policy on page 44.

Have students research a minimum of three insurance companies or insurance brokers and find out how much it would cost to obtain a renter's or tenant's policy to cover a small apartment and their list of possessions. Compare the prices and the value of the policies and decide which would be best. Compare this cost to having to replace all of the items themselves.

Discuss with your students:

Compare the advantages of having a tenant's policy with the costs of purchasing such a policy.

FAMILY STUDIES

Personal Inventory

List 10 of your most valuable personal possessions (or personal property) that you might move into your first apartment. Place a dollar value (likely what you originally paid for it) for each possession and then add them all up for a total value of your possessions. Then, based on research from flyers or websites, find what it would actually cost to replace your possessions and record and tally these below as well.

| NO. | POSSESSION | ESTIMATED COST | ACTUAL COST |
|-----|------------|----------------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| | TOTALS | | |

Answer the following:

| | learned about the difference between what you thought you had, and how much it was worth, inventory of your possessions and the replacement value? |
|---------------------------|--|
| | |
| 2. What has this t | taught you about the importance of keeping an actual, updated record of your possessions? |
| | |
| 3. What has this t | taught you about the importance of insurance? |
| | |

Activity Sheet B

Vignette 2

FAMILY STUDIES

Shopping For A Tenant's Policy

Research a minimum of three insurance companies or insurance brokers to find out how much it would cost to obtain a renter's or tenant's policy to cover a small apartment and your possessions.

| INSU | RANCE COMPANY | COVERAGE | COMMENTS | COST |
|------|---------------|----------|----------|------|
| 1. | | | | |
| | | | | |
| | | | | |
| | | | | |
| 2. | | | | |
| | | | | |
| | | | | |
| | | | | |
| 3. | | | | |
| | | | | |
| | | | | |
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Answer the following:

| 1. Which insurance company's coverage would best protect you and your possessions in the event of loss or damage from fire, flood or theft? Explain why you chose this insurance company. | | | | |
|---|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 2. Why should you have insurance? | | | | |
| | | | | |
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FAMILY STUDIES

Teacher's Notes

SYNOPSIS: WORKPLACE ROMANCE



Bill and Luanne work at a local fast food joint, and are secretly dating one another. When Luanne lends Bill her car to drive home after a late date, Bill behaves in an irresponsible and unethical manner. Luanne learns the hard way that mixing business with pleasure can lead to all sorts of problems, especially when the car is not hers.

Expectations

- to determine the total cost of car ownership and use
- to identify the basic terminology of an auto insurance policy
- to examine how auto insurance is a legal necessity to protect the driver and others
- to determine the actual coverage provided by an auto insurance policy

Previewing

Ask your students:

- 1. How many of you drive a car? Do you make the car payments yourself? Do you pay for your own car insurance?
- 2. How many of you will likely be driving a car within the next year or two? Why is it important to learn about car insurance?
- 3. In order to legally drive a car in Canada, the car and driver must be licensed and you must purchase car insurance. If you are currently driving a car that belongs to one or both of your parents or guardians, do they have insurance to cover you as an occasional driver? Why is this important?

Active Viewing

While watching the vignette, have your students mentally note the actions that Luanne and Bill take with regards to the car and have them prepare to describe the consequences of those actions. Show the vignette more than once if necessary.

Post-Viewing

Go through the list of actions and consequences with your students. Determine what kind of protection should be in an auto insurance policy to protect Fred the Fry Cook, and perhaps Luanne and Bill.

List these on the board. The class will now have their preferred policy – one that is not necessarily similar to a real policy.

Have the class determine if Luanne and Bill should be covered by the policy. Why or why not?

Have they acted in "utmost good faith"? (see Glossary of Terms on page 4)

Vignette 2

Activity Sheet C

FAMILY STUDIES

Teacher's Notes

Ask your students:

- **1.** How will the actions of Luanne and Bill affect Fred's car insurance costs?
- 2. Would an insurance company need to know who is driving? Why or why not?
- 3. Should the insurance cover the actions of Bill even if he wasn't really watching the road?

Class Activity

Have students fill out Activity Sheet C: Not Just a Car. Students will research the total costs of a car.

They will also look at the factors that effect car insurance rates.

For background information on the True Cost to Own (TCO), check out www.edmunds.com/apps/cto/CTOintroController. This is a U.S. website. The values will not be accurate for Canadian consumers.

Have your students present their car and its costs to the class.

Ask your students:

- What surprised you about the total cost of owning a car?
- What are the main factors causing differences in the total costs of owning and/or operating a car?
- Some of you have different car insurance rates? Why do you think this is so? What factors affect car insurance rates? Why?
- What can you do to keep your car insurance rates affordable?

Reality Check

Refer to the preferred auto insurance policy generated by the class. Go over the coverage again to ensure that everyone agrees with the policy.

Hand out Activity Sheet D: Auto Insurance Coverage on page 48.

Have students fill out the sheet using *Appendix D: Automobile Insurance in Canada* on page 60. Have the students compare the mandatory minimum coverage with what they proposed in their policy.

Ask your students:

- What did you find in the mandatory minimums that you hadn't thought about?
- How did preferred and real coverage differ?
- Why do you think there are these differences?
- How could you bridge the gap if you felt that was still necessary?

Invite an insurance broker to your classroom to discuss auto insurance. Here are two ways to find an industry professional:

- The Insurance Institute's Career Connections program, that produced this Risk Responsibility Reality resource, also has a speakers' bureau in which industry professionals act as "ambassadors" for helping students understand how insurance works and giving career talks about working in the insurance industry. Visit our Teachers Section at www. career-connections.info to request a presentation.
- The Insurance Brokers Association of Canada website (www.ibac.ca) can help you find a broker in your area. Have students prepare a list of questions based on their knowledge so far.

FAMILY STUDIES

Not Just A Car

Those fancy car ads you see do not tell you the whole story. Find out how much it really costs to drive that car.

Choose a car that you would like to see yourself driving. It can be new or used, any model you like. Fill in the following chart.

| Make: | | | | | | |
|--|--------|----|------|-------------------|---------|------------------|
| Model: | | | | | | |
| Year: | | | | | | |
| Check the following: | | | | | | |
| 2 Door 4 Door | 5 Door | | | 2 wheel drive | | 4 wheel drive |
| | | | | Front wheel drive | | Rear wheel drive |
| Number of passengers: | | | | | | |
| Fuel consumption (kilometres per litre): | | | City | | Highway | |
| Estimate of kilometres driven per year: | | km | | | | |
| Cost of fuel per litre: | \$ | | | | | |
| Calculate cost of fuel consumed per year: | \$ | | | | | |
| Cost to purchase car, including taxes: | \$ | | | | | |
| Cost to lease car, including taxes: | \$ | | | | | |
| Cost to insure this make and model of car: | \$ | | | | | |
| Total cost of car per year: | \$ | | | | | |

Contact an insurance company to determine the insurance rate for this vehicle or go to www.kanetix.ca to compare car insurance rates based on your age and driving status.

Activity Sheet D

Vignette 3

FAMILY STUDIES

Auto Insurance Coverage

Complete the table using the *Appendix D: Automobile Insurance in Canada* for your province on page 60.

| Compulsory minimum third party liability in your province. | Amount available for any one accident: \$ | Comments |
|---|---|----------|
| Right to sue for pain and suffering | Yes No | |
| Right to sue for economic loss in excess of no-fault benefits | Yes No | |
| Medical payments | Amount available for any one person: \$ | |

Answer the following:

| • Do these compulsory minimums provide adequate coverage in this age of costly insurance claims? Why or why not? State your reasons. |
|--|
| |
| |
| |
| . How can you purchase additional coverage? |
| |
| |
| |

FAMILY STUDIES

Teacher's Notes

SYNOPSIS: TRUTH BELL AFTER A KILLER PARTY



Jack decides to hold a party when his parents are out of town. We meet him at the end of the party – one that has clearly gotten out of hand. Jack's friend tells him what really happened each time a "truth bell" sounds. Jack is horrified to learn just how much damage has been done. He learns the hard way that holding an unsupervised party carries all types of risks.

Expectations

- to demonstrate an understanding of the meaning of risk as it relates to insurance
- to recognize how risk management strategies can help to protect against risk
- to practise applying risk management strategies to everyday situations involving risk

Previewing

Ask your students:

- How many of you have ever attended a party where the parents or guardians were not at home?
- Did anything get damaged or stolen or did anyone get hurt? If not, what sorts of things could have happened?
- Do any of you know if your parents carry homeowners insurance? Do you have any idea what that policy covers them for? Do you think it would provide coverage for them if something were to go wrong when they were not at home?

Active Viewing

Have your students mentally list all of the things that go wrong at the party. Show the vignette more than once if necessary.

Post-Viewing

Discuss all the things that went wrong at the party. Ask your students:

- How did Jack contribute to what went wrong at the party?
- How did Jack's guests contribute to the situation?
- What could Jack have done to protect against the party turning into a complete disaster?
- How could Jack's parents have avoided this situation?

Discuss the concept of risk with your students.

- What does risk mean?
- What three risk concepts does the insurance angel describe that can help you to protect against the risks in your life?

Activity Sheet E

FAMILY STUDIES

Teacher's Notes

Discuss the meaning of the following three concepts with your students:

- Risk avoidance don't do it to begin with
- Risk control make it as safe as possible
- Risk transfer use insurance where appropriate to cover losses due to risk

Class Activity

Place your class in groups or pairs.

Distribute Activity Sheet E: Risky Situations as well as the Information Sheet: Killer Party Consequences on page 52.

Students will write down what went wrong at the party. Have them make sure that they have a complete list.

Have them fill out the second column of the sheet with strategies that could either have avoided or controlled the risks.

Make sure that their strategy answers the question: How could this have avoided the situation or obtained a better outcome?

Have students present their strategies to the class.

As a follow-up, have students write about a risky situation they may encounter in the future.

Have them describe the risk control or avoidance strategies that could help them in this situation.

Reality Check

Remind students of the three risk situations that insurance is designed to cover:

- Losing property
- Being held liable for causing damage to property or well-being of others
- Suffering the loss of income and additional expenses of personal injury, illness or death.

Hand out the *Information Sheet: Killer Party Consequences* on page 52.

Have the students examine *Appendix B: Excerpts from a Homeowners' Basic Form Guide* and *Appendix C: Guide to Personal Liability Coverage* and itemize which items are covered and which items are not covered by the policy.

Ask your students:

- How much damage was covered by the insurance policy?
- Who will have to pay for the loss and damages not covered by the policy?
- If the parents of the teens who were hurt in the car accident sue, will the policy cover Jack's parents? If so, for how much?

FAMILY STUDIES

Risky Situations

Fill in the first column below listing all of the things that went wrong at Jack's party. In the next column you will be asked to develop risk management strategies for each.

| WHAT WENT WRONG | RISK MANAGEMENT STRATEGIES |
|-----------------|----------------------------|
| 1. | |
| | |
| 2. | |
| | |
| 3. | |
| | |
| 4. | |
| | |
| 5. | |
| | |
| 6. | |
| | |
| | |

FAMILY STUDIES

Killer Party Consequences

When Jack's parents returned home, they found the house and yard in shambles and a police officer waiting on their doorstep. All in all, more than \$45,000 in damage was done to their property.

Damages:

- 1. Clogged toilet ruined carpeting in four rooms and ruined wood floors in the hallway and stairs (\$15,000).
- 2. Three full-grown boxwood bushes in the front yard were destroyed. The lawn needed new sod (\$3,700).
- **3.** Two oriental carpets were ruined beyond repair (\$7,000 each).
- 4. Flat screen TV damaged by spilled beer (\$8,000).
- 5. Jack's mother's entire set of antique china was smashed (\$6,800).

Lost or stolen:

- 1. Jack's mother's jewelry (\$7,500).
- 2. Antique silverware (\$3,500).
- **3.** Jack's only picture of his grandfather (priceless).
- 4. Jack's sister's bicycle (\$450).

Personal Injuries:

- **1.** Two underage teens drove home drunk, wrecked the car and ended up in hospital with serious injuries. The car was totaled (\$20,000). Their parents are planning to sue for pain and suffering.
- 2. The cat required trauma care and special cat therapy. The vet bills came to \$4,000.
- **3.**The next door neighbour was sent to the hospital with a minor concussion. She is planning to sue for damages.

Angel Angle:

Motor vehicle accidents are the leading cause of death among young people aged 15-24 in Canada.

CAREERS IN INSURANCE

Teacher's Notes

SUMMARY

There are a variety of jobs in the insurance industry, catering to a variety of interests. No matter what a person is passionate about it is very likely they can use that passion to find a place in insurance. Students will be given the opportunity to discover some of the career options available in the insurance industry.

Objectives

• to demonstrate an understanding of the various careers in insurance

LESSON

Set-up

On the board, have students list all the words, phrases or jobs that they associate with the insurance industry. Keep this list on the board while students complete the activity.

Individual Activity

Have students visit the 'High School' section on the Career Connections Web site at www.career-connections.info. Here they can watch a career video and video clips of insurance professionals talking about their careers. Give them time to look at each of the career profiles highlighting key roles available within the insurance industry. Have students write a paragraph describing which job they feel is most suited to their interests and personality traits and why.

Follow-Up

Have students share some of the jobs that interested them and why they interested them. Refer back to the list of words, phrases and jobs on the board. Ask the class:

- Are there any new words, phrases or jobs that they would like to add now?
- Would they like to remove any of the words or phrases that they associated with insurance before this activity?
- If yes, why?

If you would like to give students another opportunity to learn more about the insurance industry, contact us to invite an ambassador to your classroom.

DID YOU KNOW?

Teachers can also pre-order our free 'Careers in Insurance' Teacher's Resource with a career DVD and class set of career brochures. Teachers can also invite an insurance professional (where available) into the classroom to give a career presentation. Visit our 'Teachers Section' on the Career Connections Web site at www.career-connections.info to place an order for free resources and/or to request an ambassador presentation; or call toll-free 1-866-362-8585 ext. 2252.

APPENDIX A

Tenant's Basic Form Guide

The appendix includes relevant clauses drawn from the Tenant's Basic Form, Advisory Model Wording as prepared by the Insurance Bureau of Canada (Form IBC 1161—04.03); used with permission. For the purposes of this resource, the appendix includes excerpts only and is neither comprehensive nor conclusive.

A GUIDE TO YOUR POLICY

Typically there are two sections to a policy: Section I describes the insurance on your property. It also includes coverage for additional living expenses and/or fair rental value in certain circumstances. Section II describes the insurance for your legal liability and is described in *Appendix C: Guide to Personal Liability Coverage for Tenant and Homeowner Policies* on page 59.

IMPORTANT

This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insurance cannot be a source of profit. It is only designed to indemnify you against actual losses or expenses incurred by you or for which you are liable.

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.

Definition

"Insured" means the person(s) named as Insured on the Coverage Summary page, and while living in the same household:

- His or her spouse;
- The relatives of either; and
- · Any person under 21 in their care.

Personal Property (Coverage C)

We insure the contents of your dwelling and other personal property you own, wear or use while on your premises which is usual to the ownership or maintenance of a dwelling.

Insured Perils

You are insured against direct loss or damage caused by the following perils as described and limited:

- 1. Fire or Lightning.
- 2. Explosion. This peril does not include water hammer.
- 3. Smoke. This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces.
- 4. Vandalism or Malicious Acts. This peril does not include loss or damage:
 - a. Occurring while the building is under construction or vacant even if permission for construction or vacancy has been given to us;
 - b. Caused by you;
 - c. Caused by theft or attempted theft.
- 5. Water Damage. This peril means loss or damage caused by:
 - a. The sudden and accidental escape of water from a watermain;
 - b. The sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;

APPENDIX A

Tenant's Basic Form Guide

But we do not insure loss or damage:

- i. Caused by the backing up or escape of water from a sewer, sump or septic tank;
- ii. To a watermain;
- iii. To a system or domestic water container from which the water escaped;
- 6. Theft, including damage caused by attempted theft, subject to limitations.

Exclusions – Section I

Property not insured

We do not insure:

- 1. Property at any fairground, exhibition or exposition for the purpose of exhibition.
- 2. Loss of or damage to any property illegally acquired or kept, stored or transported, or property subject to forfeiture.
- 3. Evidences of debt or title.
- 4. Lawns and outdoor trees, shrubs and plants.

Nor do we insure loss or damage:

- 5. Resulting from any intentional or criminal act or failure to act by:
 - a. Any person insured by this policy; or
 - b. Any other person at the direction of any person insured by this policy.

Basis of Claim Payment

Personal Property

We will pay for insured loss of or damage to personal property and dwelling improvements and betterments as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

We will pay on the basis of replacement cost for all other personal property except:

- a. Articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
- b. Articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors items;
- c. Property that has not been maintained in good or workable condition;
- d. Property that is no longer used for its original purpose;

For which we will pay only on the basis of actual cash value.

Replacement Cost

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

- i. Repairing the property with materials of similar kind or quality; or
- ii. New articles of similar kind, quality and usefulness;

Without any deduction for depreciation.

Actual Cost Value

The actual cost value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary page in any one occurrence.

APPENDIX B

Homeowner's Basic Form Guide

The appendix includes relevant clauses drawn from the Homeowner's Basic Form, Advisory Model Wording as prepared by the Insurance Bureau of Canada (Form IBC 1151—04.03); used with permission. For the purposes of this resource, the appendix includes excerpts only and is neither comprehensive nor conclusive.

A GUIDE TO YOUR POLICY

Typically there are two sections to a policy: Section I describes the insurance on your property. It also includes coverage for additional living expenses and/or fair rental value in certain circumstances. Section II describes the insurance for your legal liability and is described in *Appendix C: Guide to Personal Liability Coverage for Tenant and Homeowner Policies* on page 59.

IMPORTANT

This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insurance cannot be a source of profit. It is only designed to indemnify you against actual losses or expenses incurred by you or for which you are liable.

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.

Definition

"Insured" means the person(s) named as Insured on the Coverage Summary page, and while living in the same household:

- His or her spouse;
- The relatives of either; and
- Any person under 21 in their care.

Dwelling Building (Coverage C)

We insure:

- 1. The dwelling and attached structures;
- 2. Permanently installed outdoor equipment on the premises;
- 3. Outdoor swimming pool and attached equipment on the premises.

Outdoor trees, plants and shrubs

You may apply up to 5% of the amount of insurance on your dwelling to trees, plants and shrubs on your premises. We will not pay more than \$500 for any one tree, plant or shrub including debris removal expenses. We do not insure items grown for commercial purposes or lawns.

Personal Property (Coverage C)

We insure the contents of your dwelling and other personal property you own, wear or use while on your premises which is usual to the ownership or maintenance of a dwelling.

Special Limits of Insurance

The following special limits of insurance apply if the items described below are stolen:

- a. Jewelry, watches, gems, fur garments and garments trimmed with fur up to \$2,000 in all;
- b. Numismatic property (such as coin collections) up to \$200 in all;
- c. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$1,000 in all;
- d. Collectible cards (such as sports personality cards) up to \$1,000 in all;
- e. Each bicycle, its equipment and accessories, up to \$500 in all.

APPENDIX B

Homeowner's Basic Form Guide

Insured Perils

You are insured against direct loss or damage caused by the following perils as described and limited:

- 1. Fire or Lightning.
- 2. Explosion. This peril does not include water hammer.
- 3. Smoke. This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces.
- 4. Vandalism or Malicious Acts. This peril does not include loss or damage:
 - a. Occurring while the building is under construction or vacant even if permission for construction or vacancy has been given to us;
 - b. Caused by you;
 - c. Caused by theft or attempted theft.
- 5. Water Damage. This peril means loss or damage caused by:
 - a. The sudden and accidental escape of water from a watermain;
 - b. The sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;

But we do not insure loss or damage:

- i. Caused by the backing up or escape of water from a sewer, sump or septic tank;
- ii. To a watermain;
- iii. To a system or domestic water container from which the water escaped;
- 6. Glass Breakage. Glass that forms part of your dwelling or private structures on your premises, including glass in storm windows and doors, is insured against accidental breakage.
- 7. Theft, including damage caused by attempted theft, subject to limitations.

Exclusions – Section I

Property not insured

We do not insure:

- 1. Buildings or structures used in whole or in part for business or farming purposes.
- 2. Property at any fairground, exhibition or exposition for the purpose of exhibition.
- 3. Loss of or damage to any property illegally acquired or kept, stored or transported, or property subject to forfeiture.
- 4. Evidences of debt or title.

Nor do we insure loss or damage:

- 5. Resulting from any intentional or criminal act or failure to act by:
 - a. Any person insured by this policy; or
 - b. Any other person at the direction of any person insured by this policy.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

Dwelling building and detached private structures

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage we will pay the cost of repairs or replacement (whichever is less) without deduction for depreciation. If you do not repair or replace we will pay the actual cash value of the damage on the date of occurrence.

APPENDIX B

Homeowner's Basic Form Guide

Personal property

We will pay on the basis of replacement cost for all other personal property except:

- a. Articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
- b. Articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors items;
- c. Property that has not been maintained in good or workable condition;
- d. Property that is no longer used for its original purpose; For which we will pay only on the basis of actual cash value.

Replacement Cost

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

- i. Repairing the property with materials of similar kind or quality; or
- ii. New articles of similar kind, quality and usefulness; Without any deduction for depreciation.

Actual Cost Value

The actual cost value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary page in any one occurrence.

APPENDIX C

Personal Liability Coverage

The appendix includes relevant clauses drawn from the Guide to Personal Liability Coverage, Advisory Model Wording as prepared by the Insurance Bureau of Canada (Form IBC 1164 – May 2001); used with permission. For the purposes of this resource, the appendix includes excerpts only and is neither comprehensive nor conclusive.

GUIDE TO PERSONAL LIABILITY COVERAGE FOR TENANT AND HOMEOWNER POLICIES

Typically there are two sections to a policy: Section I for tenants, see Appendix A, and for homeowners, see Appendix B. This Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury or damage to property of others in certain other circumstances.

Personal Liability (Coverage E)

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of:

- 1. Your personal actions anywhere in the world;
- 2. Your ownership, use or occupancy of the premises.

Tenant's Legal Liability

Coverage includes legal liability for property damage to premises that the insured is using, renting or have in their custody or control caused ONLY by fire, explosion, water escape or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from a fireplace.

Defense, costs and supplementary expense payments as described under "defense, settlement, supplementary payments" are in addition to the amount of insurance.

Defense, settlement, supplementary payments

If a claim is made against you for which you are insured under Coverage E we will defend you, even if the claim is groundless, false or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

Voluntary Medical Payments (Coverage F)

We will pay reasonable medical expenses incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your premises. This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.

Exclusions – Section II

Only some of the exclusions under this coverage are listed below. We do not insure claims arising from:

- 1. Bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. Any person insured by this policy; or
- b. Any other person at the direction of any person insured by this policy.
- 2. Damage to property the insured owns, uses, occupies, or leases except as provided under Tenants Legal Liability.
- 3. Damage to property in the insured's care, custody, or control.
- 4. The ownership, use or operation of any watercraft, motorized vehicle or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in Section II.

APPENDIX D

Automobile Insurance in Canada

The appendix includes relevant clauses drawn from the Compulsory Minimum Insurance Coverage for Private Passenger Vehicles as prepared by the Insurance Bureau of Canada (FACTS 2009 10-11, 23-28) used with permission. For the purposes of this resource, the appendix includes excerpts only and is neither comprehensive nor conclusive.

Automobile insurance is legislated by the provinces across Canada and therefore, there are many variations. In many provinces, insurance is provided by private insurers. In some provinces, compulsory coverage is provided by a government plan and in one province, Quebec, there is a combination – some compulsory coverage is provided by the government and other coverage is provided by private insurers.

Despite the provincial differences, there are a few standard coverages that are summarized here:

1. Third Party Liability

- This coverage provides protection for liability imposed by law on the insured for bodily injury or damage to the property of others arising out of the ownership, use or operation of an automobile.
- Insured persons include the person named on the policy (named insured or policy holder), as well as anyone who personally drives the automobile with the named insured's consent.
- Under Absolute Liability Law, an innocent third party retains access to available insurance money (up to the provincial minimum) even if the insured violated a policy condition. However, the insurer retains the right to recover amounts paid from the insured.
- Direct Compensation Property Damage: In Quebec, Ontario and New Brunswick, your own insurer compensates you for the damage caused to your vehicle for which another driver would be responsible. You deal with your own insurer, not the other person's; this speeds up the payment process. There are rules, however, for Direct Compensation to apply. If these conditions can't be fulfilled, then you may have to rely on your collision insurance (if you have it).

2. Accident Benefits

- This coverage provides compensation, regardless of fault, if the insured, passengers, or pedestrians suffer injury or death in an automobile collision.
- Accident benefits coverage is compulsory in all provinces except Newfoundland and Labrador.
- The insured person is reimbursed for out-of-pocket medical, rehabilitation, and funeral expenses up to specified limits.
- Coverage may also be available for death benefits and loss of income, based on provincial legislation.

3. Bodily Injury Caused by Uninsured or Unidentified Automobile

- This coverage provides compensation if you are injured or killed through the fault of a motorist who has no insurance, or by an unidentified vehicle.
- You receive payment under this coverage unless the Canadian province, territory or U.S. state where you were injured has a special fund from which to claim.
- You will be reimbursed for the money you would otherwise be entitled to recover from the uninsured/unidentified motorist.

4. Loss of or Damage to Insured Automobile (Direct Damage)

- This coverage provides compensation for the repair costs caused by direct and accidental loss of or damage to the automobile and its equipment.
- The coverage is usually optional and there is a choice of coverage types available, subject to exclusions and limitations, including:
- i. All Perils
- ii. Collision or Upset
- iii. Comprehensive
- iv. Specified Perils

The chart on the following pages outlines the compulsory minimum coverage in each province and territory, and indicates the minimum insurance coverage for private passenger vehicles as of November 21, 2008. This means that, by law, a policy cannot be issued for less coverage. However, the courts could award a much higher amount to an injured person, leaving the insured without adequate insurance. Please see end notes for additional considerations for the provinces indicated.

APPENDIX D

Automobile Insurance in Canada

| NEWFOUNDLAND/LABRADOR | NOVA SCOTIA | NEW BRUNSWICK | PRINCE EDWARD ISLAND | | | |
|--|--|--|--|--|--|--|
| COMPULSORY MINIMUM TH | IRD-PARTY LIABILITY | | | | | |
| \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$20,000 | \$500,000 is available for any one accident | \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$20,000 | \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$10,000 | | | |
| MEDICAL PAYMENTS | | | | | | |
| (Optional): \$25,000/person, including rehabilitation, excluding health insurance plans; time limit is four years | \$25,000/person, including rehabilitation, excluding health insurance plans; time limit is four years | \$50,000/person, including rehabilitation, excluding health insurance plans; time limit is four years | \$25,000/person, including rehabilitation, excluding health insurance plans; time limit is four years | | | |
| MAXIMUM FUNERAL EXPENS | SE BENEFITS | | | | | |
| (Optional): \$1,000 | \$1,000 | \$2,500 | \$1,000 | | | |
| DISABILITY INCOME BENEFIT | S | | | | | |
| (Optional): 104 weeks partial disability; lifetime if totally disabled; maximum \$140/ week; seven-day wait; unpaid housekeeper \$70/week, maximum 12 weeks | 104 weeks partial disability; lifetime if totally disabled; maximum \$140/week; seven-day wait; unpaid housekeeper \$70/ week, maximum 12 weeks | 104 weeks partial disability; lifetime if totally disabled; maximum \$250/week; seven-day wait; unpaid housekeeper \$100/ week, maximum 52 weeks | 104 weeks partial disability; lifetime if totally disabled; maximum \$140/week; seven- day wait; unpaid housekeeper \$70/week, maximum 12 weeks | | | |
| DEATH BENEFITS (Optional): Death within 180 days (or two years if continuously disabled prior to death); death of head of household \$10,000, plus \$1,000 for each dependant after first; death of spouse \$10,000; death of dependent child \$2,000 | Death within 180 days (or two years if continuously disabled prior to death); death of head of household \$10,000, plus \$1,000 for each dependant after first; death of spouse \$10,000; death of dependent child \$2,000 | Death within 180 days (or two years if continuously disabled prior to death); death of head of household \$50,000, plus \$1,000 for each dependant after first; death of spouse \$25,000; death of dependent child \$5,000 | Death within 180 days (or two years if continuously disabled prior to death); death of head of household \$10,000, plus \$1,000 for each dependant after first; death of spouse \$10,000; death of dependent child \$2,000 | | | |
| IMPAIRMENT BENEFITS | | | | | | |
| RIGHT TO SUE FOR PAIN AND |) SUFFERING | | | | | |
| Yes, but awards are subject to \$2,500 deductible | Yes, but if injury meets "minor injury" definition maximum award is \$2,500 | Yes, but if injury meets "minor injury" definition maximum award is \$2,500 | Yes, but if injury meets "minor injury" definition maximum award is \$2,500 | | | |
| RIGHT TO SUE FOR ECONOMIC LOSS IN EXCESS OF NO-FAULT BENEFITS | | | | | | |
| Yes | Yes | Yes | Yes | | | |
| ADMINISTRATION | | | | | | |
| Private insurers | Private insurers. | Private insurers. | Private insurers. | | | |
| | | | | | | |

APPENDIX D

Automobile Insurance in Canada

| QUEBEC ¹ | ONTARIO ² | MANITOBA ³ | SASKATCHEWAN ⁴ |
|--|---|---|--|
| COMPULSORY MINIMUM THIR | | WWW. | SASIA (I CHEVAIA |
| \$50,000; liability limits relate to property damage claims within Quebec and to personal injury and property damage claims outside Quebec. | \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$10,000 | \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$20,000 | \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$10,000 |
| MEDICAL PAYMENTS | | | |
| No time or amount limit; includes rehabilitation | \$50,000/person (1 million if injury "catastrophic") including rehabilitation, excluding health insurance plans; \$3,000 for injuries meeting definition of "minor injury" | No time or amount limit; includes rehabilitation | PIPP no fault option selected: Medical payments: \$5,714,827/ person; includes rehabilitation Tort option selected: \$20,950/ person, unless catastrophically injured, then up to \$157,127 |
| MAXIMUM FUNERAL EXPENSE | BENEFITS | | |
| \$4,487 | \$7,843 | \$7,255 | PIPP: \$8,613 Tort: \$5,613 |
| DISABILITY INCOME BENEFITS | | | |
| 90% of net wages; maximum income gross \$60,500/year; temporary three years; permanent lifetime; seven-day wait, indexed | Income Replacement Benefit 80% of net wages up to \$400/week, minimum \$185/week; for 104 weeks maximum (longer if victim is unable to pursue any suitable occupation); capped at 12 weeks for Whiplash Associated Disorder I (WAD I) injuries and 16 weeks for WAD Il injuries; seven-day wait | Maximum \$73,500/year | PIPP: 90% of net wages; based on gross annual income maximum of \$67,762/year; seven-day wait; indexed Tort: Up to \$17,576/year if totally disabled; \$8,788/year for partial disability for up to one year |
| DEATH BENEFITS | | | |
| Death anytime; depends on wage and age, \$59,858 minimum, \$302,500 maximum to spouse; dependent child based on age \$28,430-\$52,377; plus \$24,691 if disabled; if no surviving spouse/ dependants \$47,976 to parents or estate | Death within 180 days, or 3 years if continuously disabled; \$25,000 paid to an eligible spouse; \$10,000 paid to each dependant | Death anytime, benefits depend on wage and age of deceased; partner gets minimum \$53,241, maximum \$367,500; dependents according to age, get from \$25,289 to \$46,586 | PIPP: 45% of deceased net income to a minimum \$59,235 to spouse; if no spouse, \$13, 163 to each surviving parent or child older than age 21, to a maximum \$59,235; up to \$39,490 spouse education benefit Tort: 45% of deceased's net income to a minimum \$50,515 to spouse; 5% of calculated death benefits to each dependent child; if no spouse or dependant, up to \$11,225 to estate |
| IMPAIRMENT BENEFITS Scheduled up to \$209,891 | | Up to \$133,099 | Up to \$11,225/person for non- catastrophic, up to \$145,931 for catastrophic injury |
| RIGHT TO SUE FOR PAIN AND S | SUFFERING | | |
| No | Yes, if injury meets verbal threshold; subject to deductible. Lawsuit allowed only if injured person dies or sustains "permanent and serious" disfigurement and/or impairment of important physical, mental or psychological function; the court is directed to assess damages and then to deduct \$30,000 (\$15,000 if Family Law Act claim) | No | PIPP: No TORT: Yes; deductible of \$5,000 |
| RIGHT TO SUE FOR ECONOMIC | LOSS IN EXCESS OF NO-FAULT BI | ENEFITS | |
| No | Yes. Injured person may sue for 70% of gross income loss before trial, 100% of gross income after trial; also for medical, rehabilitation and related costs when injury is catastrophic. Legislation is pending to permit claimants with permanent serious injuries to sue for excess health care costs | No | PIPP: Yes; injured persons may sue for economic losses that exceed no-fault benefits. However, award above no-fault benefit based on net income after deductions for income tax, Canada pension plan and employment insurance. TORT: Yes. Any benefit amounts received from other insurance plans to be deducted from the court award or settlement |
| ADMINISTRATION Bodily injury, government; property damage, private insurers | Private insurers | Government (government and private insurers compete for optional and excess coverage) | Government (government and private insurers compete for optional and excess coverage) |

APPENDIX D

Automobile Insurance in Canada

| ALBERTA ⁵ | BRITISH COLUMBIA | NORTHWEST TERRITORIES & NUNAVUT | YUKON |
|---|---|---|--|
| COMPULSORY MINIMUM THI | | | |
| \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$10,000 | \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$20,000 | \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$10,000 | \$200,000 is available for any one accident; however, if a claim involving both bodily injury and property damage reaches this figure, payment for property damage will be capped at \$10,000 |
| MEDICAL PAYMENTS | | | |
| \$50,000; including rehabilitation, excluding health insurance and other medical plans; chiropractic maximum \$750; massage therapy \$250; acupuncture \$250; all limits are per person; per accident; limit is two years | \$150,000/person, rehabilitation included; excluding health insurance and other medical plans | \$25,000/person including rehabilitation, excluding health insurance and other medical plans; time limit is four years | \$10,000/person, rehabilitation included, amounts from medical and hospital plans excluded; time limit is two years |
| MAXIMUM FUNERAL EXPENS | E BENEFITS | | |
| \$5,000 | \$2,500 | \$1,000 | \$2,000 |
| 80% gross weekly wages up to maximum \$400/week; 104 weeks total disability; seven-day wait; non-earner benefit (unemployed person 18 years or older) \$135/ week, for maximum of 26 weeks | 75% gross wages; maximum \$300/ week; 104 weeks temporary disability, lifetime total and permanent; seven-day wait; homemaker up to \$145/week, maximum 104 weeks | 80% gross wages; maximum \$140/ week; 104 weeks temporary disability; lifetime if totally disabled; seven-day wait; unpaid housekeeper \$100/week, maximum 12 weeks | 80% gross wages; maximum \$300/ week; 104 weeks temporary or total disability; seven-day wait; unpaid housekeeper \$100/week, maximum 26 weeks |
| DEATH BENEFITS Death anytime; death of head of household \$10,000, plus 20% (\$2,000) to each survivor after first; to spouse/partner interdependent partner or dependent relative living in household, increased by \$15,000 for the first survivor and \$4,000 for each remaining; death of spouse/interdependent partner \$10,000; death of dependent relative according to age | Death of head of household \$5,000 and \$145 per week to first survivor, plus \$1,000 and \$35 per week for 104 weeks to each survivor after first; death of spouse \$2,500; death of dependent child according to age, maximum \$1,500 | Death within 180 days (or two years if continuously disabled prior to death); death of head of household \$10,000; death of spouse \$10,000; to each survivor after first \$2,000; if only one survivor, spouse or dependant, principal sum (\$10,000) increased by \$1,500 | Death anytime; death of head of household \$10,000, plus \$2,000 to each dependant after first, and 1% of total principal sum for 104 weeks, no limit; death of spouse \$10,000; death of dependent relative according to age, maximum \$3,000 |
| IMPAIRMENT BENEFITS | | | |
| RIGHT TO SUE FOR PAIN AND | SUFFERING | | |
| Yes, but limits apply to settlements for non-pecuniary (i.e. pain and suffering) amounts for minor injuries | Yes | Yes | Yes |
| RIGHT TO SUE FOR ECONOMI Yes | C LOSS IN EXCESS OF NO-FAULT B Yes | ENEFITS Yes | Yes |
| ADMINISTRATION Private insurers | Government (government and private insurers compete for optional and excess coverage) | Private insurers | Private insurers |

Why Learn About Insurance

NOTES

1. QUEBEC

Lawsuits are not permitted with respect to injuries sustained in automobile accidents in Quebec. Victims and their dependants who reside in Quebec are compensated by their government insurer for their injuries whether or not the accident occurs in Quebec. Accident victims who do not reside in Quebec are entitled to compensation only to the extent that they are not responsible for the accident, unless otherwise agreed between the Société de l'assurance automobile du Québec and authorities of the victims' place of residence; additional compensation may be available from their own insurers.

2. ONTARIO

Ontario "insureds" involved in accidents in Quebec can choose to receive, from their own insurer, the Ontario benefits or the equivalent to the benefits available to Quebec residents from the Société de l'assurance automobile du Québec. Policyholders may purchase coverage for economic loss greater than the standard accident benefits. The dollar amounts valid for 2009 can be found in the FSCO Property and Casualty bulletin No. A-07/08 at www. fsco.gov.on.ca/english/pubs/bulletins/autobulletins/2008/a-07_08.asp. Ontario limits shown in the chart reflect 2010 changes made to Ontario automobile insurance.

3. MANITOBA

Residents of Manitoba involved in accidents in Quebec can receive from their own insurer the equivalent to the benefits available to Quebec residents from the Société de l'assurance automobile du Quebec. First-party all perils* insurance is compulsory in Manitoba (deductibles vary according to type of vehicle). Policyholders may purchase coverage for economic loss greater than maximum accident benefits. Lawsuits are not permitted with respect to injuries sustained in automobile accidents in Manitoba. Victims and their dependants who reside in Manitoba are compensated by the government insurer for their injuries whether or not the accident occurs in Manitoba.

4. SASKATCHEWAN

Saskatchewan is a no-fault province where residents can opt out of the Personal Injury Protection Plan (PIPP) or no-fault, in favour of a tort plan. First-party all perils* insurance is compulsory in Saskatchewan (deductibles vary according to type of vehicle).

5. ALBERTA

Alberta residents involved in accidents in Quebec can receive from their own insurer the equivalent to the benefits available to Quebec residents from the Société de l'assurance automobile du Québec. Similar arrangements are in place for accidents involving Alberta residents in Saskatchewan and Manitoba.

Insurance affects virtually everything we do in life which is why it is fundamental to the study of life skills, guidance education, physical and outdoor education, economics, entrepreneurial studies and math. Students in career and business, family studies, social studies, science, law, geography and media studies have a connection to insurance as well. Learning about insurance helps us to better understand the world in which we live.

Risk Responsibility Reality is one of several free resources from the Insurance Institute's Career and Curriculum Connections Program. Other free resources include:

Know Your Risk

CURRICULUM CONNECTIONS

This nine-module teacher resource helps students in grades seven and up learn about risk in their lives, within the context of the role ethics plays in their personal decision-making. Know Your Risk is also essential for educators of life skills, health and at-risk teenagers.

You're IN Business

In order for students to gain a realistic perspective on what is to be expected of them in business and the workplace, this resource looks at topics such as ethics, planning and marketing. Students are given an opportunity to design their own business model while gaining insight into the role insurance plays in a successful business. For grades 9-12.

The Forces of Nature: How Extreme Weather Impacts our Daily Lives

This resource explores natural hazards; their impact on communities and how insurance can help in recovery and restoration. This resource contains a DVD that examines four natural hazards that have occurred in Canada (Quebec ice storm, Peterborough flood, Hurricane Juan, and Kelowna fires) and makes connections between risk and insurance through the science and geography curriculum. For grades 9-12.

Math Works Everyday in Insurance

This resource has been created for teachers and students to transfer the real world knowledge of the insurance industry directly into the math classroom. It looks at automobile insurance, homeowners insurance, finance, and probability and calculating risk among other topics. For grades 9-12.

Careers in Insurance - Teacher's Resource and Career Kit

Created to help students learn about careers in insurance, the kit comes with a DVD explaining seven careers in insurance and brochures to help students learn about skill sets required for each job. This resource helps students to explore careers they may never have had the chance to consider.

Career Talks by Industry Ambassadors

Free classroom presentations by industry professionals help students to understand insurance and learn what it is like to work in this field. Ambassadors will explain how insurance works, why it is important, and the skills and education needed to pursue a career in the industry.

Online Resources

For Power Point presentations, quick and easy lessons plans and interactive activities please visit the Career Connections Web site. These downloadable lessons are created for various subjects and grade levels. Check out the Web site today at www.career-connections.info.



^{* &}quot;Collision" and "comprehensive" insurance for the policyholder's vehicle.

Career Connections, as a Division of the Insurance Institute of Canada, promotes careers in insurance on behalf of, and to meet the needs of, the industry. Curriculum Connections is a program under the Career Connections banner that helps to improve the understanding of how insurance works.

Through our Career and Curriculum Connections programs, we are dedicated to providing quality resources for teachers to use in the classroom. Through both our print resources and our Web site, we aim to deliver informative, up-to-date, and relevant information about insurance and the variety of careers within the industry.

As one educator to another, we recognize the philosophy of there is always room for improvement. We welcome any and all feedback from those who have had the opportunity to use our resources. To give feedback, please e-mail cconnections@insuranceinstitute.ca. To find out more about the Insurance Institute of Canada, the Career Connections program or any of our free resources, please visit our Web site at www.career-connections.info.





DVD AND DVD-ROM INSTRUCTIONS

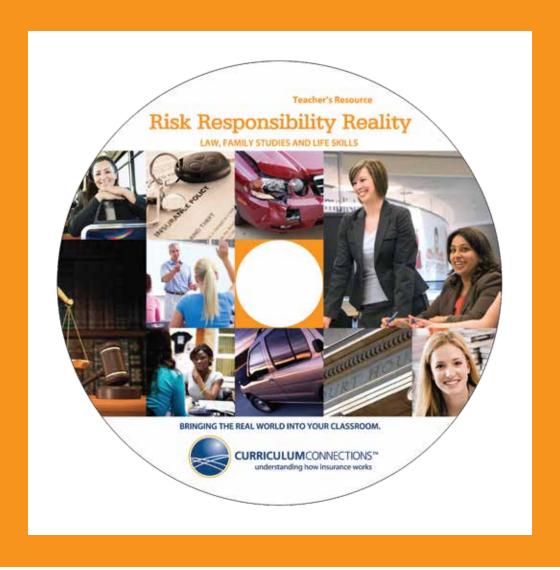
The enclosed DVD can be used on DVD-ROM equipped PC and MAC computers, and standard DVD players

MINIMUM SYSTEM REQUIREMENTS:

• Mac or PC equipped with DVD-ROM drive • Screen resolution 800x600 • 64 MB RAM • Sound card

TO ACCESS THE VIDEO DVD ON YOUR MAC OR PC

- 1. Insert the disk into the DVD-ROM drive of your computer.
- 2. Depending on your computer:
- a. The DVD should automatically open to the main menu, or
- . For PCs, click on My Computer, locate the DVD-ROM drive icon and double-click to open the main menu.
- 3. When the DVD content menu appears, make a selection by double-clicking on the appropriate icon:
- a. Play Video to run video from start to finish
- b. Scene Selection to play the video in segments
- c. About Insurance Institute of Canada to get a brief description of the Institute's mission





www.career-connections.info

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