

When a guard's use of force goes to court, is your training really "insured"?

The training gets examined and the insurance gets tested. What security buyers in Canada and the United States should check.

The insurance gap in security training, by the numbers

\$2,000,000

Minimum general liability for licensed security businesses in Ontario. It sets no rule for stand-alone trainers.

\$2M + \$2M

Red Cross sample insurance for its training partners: general liability plus errors and omissions.

\$25K to \$50K

Assault and battery caps that brokers warn can hide under a much larger headline limit.

\$1,000,000

California minimum per occurrence for patrol operators, with a new certificate at every renewal.

Sources: Ontario Regulation 462/07; Canadian Red Cross (2025); ALKEME Insurance; California Bureau of Security and Investigative Services. Full list at the end of the article.

What "insured" can mean

- The trainer's company is named on a policy
- It covers the kinds of claims listed, minus exclusions
- Up to a dollar limit shared by all clients
- Only while the policy is in force

What it does not mean

- The course is approved or endorsed
- Your organization is covered
- A certificate proves today's coverage
- Claims about force are covered

What courts have said

CANADA

- 2023: an Ontario court found no duty to defend under an assault or battery exclusion that even covered reasonable force to protect people or property
- 2023: the Court of Appeal for Ontario upheld an intentional and criminal act exclusion

UNITED STATES

- 2017: a New York appeals court said a certificate of insurance, by itself, does not create coverage
- 1989: the United States Supreme Court said inadequate police training can ground agency liability in some cases

Before you hire a use of force trainer, ask:

1. Can I see a current certificate and call your broker?
2. Do you carry professional liability and assault and battery coverage at full limits?
3. Will you add us as an additional insured, in writing?
4. Will you send a new certificate at every renewal?

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Insured Use of Force Training? What Security Buyers in Canada and the United States Should Ask

When a guard's use of force ends up in court, the training is examined and the insurance is tested. "Insured training" sounds like protection. For most security buyers, it is not.

By Walter Chan, Certified Protection Professional and Canadian Risk Management designation holder | October 2026

WHO SHOULD READ THIS

Security agency owners, corporate security and loss prevention managers, retailers, property managers, hospitals, campuses, transit operators and police services: anyone who buys use of force, defensive tactics, arrest or de-escalation training.

THE BOTTOM LINE

- "Insured" protects the trainer, not you, unless you are added in writing.
- Many policies exclude or cap claims about force, the very claims security work produces.
- Checking once is not enough. Re-check at every renewal for the life of the contract.

You may have heard it at a trade show, read it in a brochure, or heard it on a podcast: "Make sure your training is insured." Some security and law enforcement trainers, and the companies that promote them, say it often.

The advice is good. The wording can mislead. In both Canada and the United States, insurance does not cover a training program. It covers a person or a company. In most cases, it does not cover you, the buyer.

This column explains what "insured training" can really mean, what courts have said about the gaps, and how to check. A companion checklist comes with it. Use it with every trainer, including the ones you already trust.

BOTH COUNTRIES

Why this matters now

In late February 2026, video of a Winnipeg retail security guard punching and kicking a man on the ground spread online. Police opened a major crimes investigation, and nothing has been proven in court. The guard's employer said its officers are taught use of force and removed him from duty, and Manitoba's registrar suspended his licence ([CP24](#) and [CTV News, 2026](#)).

Regulators are paying attention. Ontario is consulting on modernizing its private security law, including training and accountability for use of force ([REMI Network, 2026](#)).

Cases like this raise the same questions every time. Who trained the guard? Can the training be proven? And whose insurance, if any, will respond? Buyers who only heard "our training is insured" may find the answers are not what they expected.

What "insured" really means

An insurance policy protects the people and companies named on it. Insurers call them the "named insured." A course, a manual or a video is not named on a policy. The company that sells it is.

Every policy has four limits that matter to a buyer:

- **Who is covered:** only the people and companies named in the policy or added in writing.
- **What is covered:** only the kinds of claims the policy lists, minus its exclusions.
- **How much is covered:** a dollar limit per claim and a total limit per year, shared by all of the trainer's clients.
- **When it is covered:** only during the dates the policy is in force.

When an insurer sells a policy, it has agreed to accept and price a risk. It has not reviewed, approved or endorsed the training. "Insured" is not a quality seal. I am not aware of any regulator in Canada or the United States that certifies a course as "insured."

Three kinds of coverage that matter

When a trainer says "insured," ask which of these three they mean. A serious use of force or defensive tactics trainer should be able to show all three.

Coverage	What it answers	Example	Common gap
General liability	Bodily injury or property damage	A learner is hurt in a handcuffing drill	Some policies exclude injury to participants
Professional liability (errors and omissions)	Claims that the training or advice was wrong	A guard uses force as taught, and the injured person sues the trainer	Often "claims-made": it works only if a policy is in force when the lawsuit is filed
Assault and battery	Claims about physical force or restraint	A lawsuit alleges excessive force	Often excluded, or capped far below the main limit

Brokers who serve the security industry warn that many general liability policies exclude assault and battery, or cap it at \$25,000 to \$50,000 under a much larger headline limit ([ALKEME Insurance](#)).

A useful benchmark comes from outside the security industry. The Canadian Red Cross asks its training partners for proof of insurance and gives a sample of \$2,000,000 in commercial general liability and \$2,000,000 in errors and omissions. It also asks partners to name the Red Cross as an "additional insured," and notes that it does not endorse any insurance provider ([Canadian Red Cross, 2025](#)). If first aid training is held to that standard, use of force training should be held to at least the same.

What courts have said

Four decisions show where buyers get caught. None of them involved a training company, but the same policy wording appears in policies that training companies buy.

1. **An exclusion can reach even reasonable force.** In *Jack-O's Sports Bar v. US Liability Insurance Co.*, 2023 ONSC 5925, an Ontario court found the insurer had no duty to defend a bar that forcibly removed a patron. The policy's assault or battery exclusion expressly included the use of reasonable force to protect people or property.

Commentators noted the ruling departs somewhat from the usual approach of reading exclusions in favour of the insured, so results turn on exact wording ([Rogers Partners](#); [Borden Ladner Gervais](#)).

2. **Calling it negligence does not get around an exclusion.** In *Butterfield v. Intact Insurance Company*, 2023 ONCA 246, the Court of Appeal for Ontario upheld an intentional and criminal act exclusion where a negligence claim grew out of an assault ([Miller Thomson summary](#)).
3. **A certificate is not a policy.** In *Landsman Development Corp. v. RLI Insurance Co.* (2017), a New York appeals court repeated that a certificate of insurance, by itself, does not create coverage ([decision](#)).
4. **Training quality is litigated.** In *City of Canton v. Harris*, 489 U.S. 378 (1989), the United States Supreme Court held that inadequate police training can ground agency liability where it amounts to deliberate indifference ([decision](#)). Training records and curricula become evidence.

FOR CANADIAN READERS

What Canadians should know

In Canada, insurance is mostly regulated by each province. The examples below are from Ontario. If you work elsewhere, check your province's insurance regulator and security licensing rules.

1. **Security agencies have a legal minimum.** In Ontario, every licensed security business must carry at least \$2,000,000 in general liability insurance ([Ontario Regulation 462/07](#)). Ontario says it is modernizing the Act and that existing requirements remain in force ([Government of Ontario](#)). This rule covers licensed security businesses. It does not, by itself, set an insurance rule for a stand-alone training company.
2. **Brokers must be licensed.** The Registered Insurance Brokers of Ontario keeps a free public register. Licences run from October 1 to September 30 each year ([Registered Insurance Brokers of Ontario](#)). If you cannot find the broker named on a certificate, ask why.
3. **Insurance helps you collect, not escape.** Ontario's Negligence Act lets parties found at fault seek a share of the damages from one another. A trainer's insurance makes that share collectable. That is the honest value to a buyer.
4. **Learners may be workers.** If a learner is hurt while training for an employer, provincial workplace compensation rules may apply. They can change who can be sued. Ask your lawyer.
5. **Marketing is judged by its general impression.** Canada's Competition Act covers written and oral claims made to promote a business. The Competition Bureau says courts look at the general impression a claim creates, not only its literal words. A claim can be technically true and still misleading ([Competition Bureau](#); [scope of the Act](#)). Whether any specific claim crosses that line is for a lawyer or the Bureau to decide.

FOR AMERICAN READERS

What Americans should know

In the United States, insurance and security licensing are regulated state by state. Always check the state where the training happens.

1. **Some states regulate training schools directly.** Virginia requires a certified private security training school to file proof of liability insurance with the state, and to keep it for as long as it is certified ([Code of Virginia, section 9.1-144](#)).
2. **Minimums vary widely.** California requires private patrol operators to carry at least \$1,000,000 per occurrence in general liability, on an occurrence basis ([California Bureau of Security and Investigative Services](#)). The regulator also requires a new certificate at every renewal and asks to be listed as certificate holder so it is told of any change in policy status. That is a good model for buyers. Indiana requires \$100,000 for security guard agencies, and says the coverage may not exclude injury caused solely by reasonable force used to protect people or property ([Indiana Professional Licensing Agency](#)). A legal minimum is a floor, not a target.

3. **Agents and brokers are licensed by each state.** The National Association of Insurance Commissioners offers a free search showing whether a person is licensed in your state ([agent search](#)).
4. **Fault-sharing rules differ by state.** Whether a buyer can recover a share of a loss from a trainer depends on state law. A lawyer licensed in that state should advise you.
5. **Marketing is judged as a whole.** The Federal Trade Commission's Policy Statement on Deception looks at how a reasonable consumer would understand a claim, and covers written and oral claims and the omission of important facts ([Federal Trade Commission, 1983](#)). State consumer protection laws add their own rules.

BOTH COUNTRIES

Before, during and after: checking is not a one-time event

Insurance is checked at a moment in time, but a training contract can run for years. Policies renew, lapse, change insurers and change wording. A certificate that was true on signing day can be wrong by year two. Buyers have duties too, from the first quote to long after the last class.

When	How often	What the buyer does
Before signing	Once, in full	Verify the certificate, broker licence, coverage types, limits and exclusions. Get the additional insured endorsement. Write the insurance terms into the contract, including notice of cancellation and coverage after the contract ends.
At every policy renewal	At least once a year, before expiry	Get a new certificate before the old one expires. Confirm the same coverages, limits and endorsement carried over. Ask to be listed as certificate holder so you are told of changes. In Ontario, broker licences also renew every October 1, so re-check the register.
When anything changes	Within 30 days	Re-verify if the trainer changes its legal name, owner, insurer or broker, adds new content such as batons or edged weapons, uses new instructors or subcontractors, or trains at new locations. New activities may not be covered.
After any incident or complaint	Right away	Report it promptly to the trainer, your own insurer and your broker. Many liability policies require prompt notice, and late notice can put coverage at risk. Preserve records and video.
At contract renewal	Every renewal	Repeat the full pre-signing check. Do not roll over a contract on an old certificate.
After the contract ends	For as long as a claim could be made	Get proof that claims-made coverage stays in force or that an extended reporting period was bought. Keep certificates, contracts and training records.

How long is "after"? Longer than most people think. In Ontario, the basic limitation period is two years from when a claim is discovered, and the ultimate limitation period is 15 years from the act or omission, with some exceptions that can extend it ([Limitations Act, 2002](#)). American limitation periods vary by state. Ask your lawyer how long to keep training records and certificates.

The buyer's own duties do not transfer. Hiring a trainer does not hand over an employer's legal duties. In Ontario, employers must have a workplace violence policy and program, review the policy at least once a year, and give workers appropriate information and instruction on it ([Government of Ontario guide](#)). American employers have their own state and federal workplace safety duties. Outside training supports those duties. It does not replace them.

In practice, a buyer's duties during the contract include:

- Track policy expiry dates and ask for renewal certificates before they lapse.
- Make sure staff actually attend, pass and refresh their training on schedule, and keep your own records of who was trained, when, by whom, and on which version of the course.
- Supervise how training is applied on the job, and act on gaps.
- Do not change the trainer's course, or let staff teach it, without the trainer's written agreement. Changes can shift liability onto you.
- Hold a yearly review with the trainer covering insurance, curriculum updates, incidents and lessons learned.

BOTH COUNTRIES

Five myths buyers believe

1. **Myth:** *"Insured means the training is approved."* **Fact:** An insurer prices risk. It does not review lesson plans or endorse instructors.
2. **Myth:** *"If the trainer is insured, my organization is covered."* **Fact:** The policy protects the trainer. Your organization is protected only if it is added in writing, usually as an "additional insured" by endorsement.
3. **Myth:** *"A certificate of insurance proves coverage."* **Fact:** A certificate is a snapshot. Courts have said it does not, by itself, create coverage. Confirm it with the broker.
4. **Myth:** *"A big limit means full protection."* **Fact:** Read the exclusions. A \$2,000,000 policy can have a small cap, or none at all, for assault and battery, and may exclude criminal acts.
5. **Myth:** *"They were insured when they trained us, so we are safe."* **Fact:** Professional liability is often claims-made. If the trainer's policy has lapsed when a lawsuit is filed, it may not respond.

BOTH COUNTRIES

What good looks like

A trainer who takes risk seriously will welcome these questions and answer them in one email. Good answers sound like this:

- *"Here is our current certificate. Our broker is listed, and you can call them."*
- *"We carry general liability, professional liability, and assault and battery coverage at full limits."*
- *"We can add your organization as an additional insured. Here is the endorsement."*
- *"Our professional liability policy is claims-made, and we have kept it in force without a gap since we started."*

Trainers can help too. Instead of "our training is insured," say what is true and checkable: which coverages you carry, the limits, the insurer, and that a certificate is available on request. Clear words protect the trainer as much as the buyer.

Vague answers deserve a polite follow-up, not an accusation. "We're fully insured" is not proof of anything, but it is not proof of wrongdoing either. Ask for documents, and treat every trainer the same way.

The companion guide, "Before You Hire a Security Trainer: Insurance Verification Checklist," puts these questions in order, from signing day to the end of the contract. Download it, adapt it to your province or state, and attach it to your next request for proposals.

The goal is not to catch anyone out. It is to make clear, honest insurance answers the normal standard in our industry. When buyers ask better questions, every good trainer benefits.

About the author and disclosure

Walter Chan is a Certified Protection Professional (Lifetime Certificant) and holds the Canadian Risk Management designation, awarded by the Risk and Insurance Management Society. He has more than 25 years of public-sector security experience in corporate security, corrections and critical infrastructure protection. He is a Master Security Instructor and Certified Protection Officer Instructor with the International Foundation for Protection Officers, a Certified Security Project Manager, and a former Canadian Red Cross first aid instructor. He teaches part time at the college level.

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Disclaimer: the author is not a licensed insurance broker, adjuster or lawyer. This column is general education, not legal or insurance advice. Court decisions turn on their own facts and policy wording. Confirm details with a licensed broker and a lawyer in your province or state.

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