

TRINITY NFP

NOT FOR PROFIT MANAGEMENT LIABILITY INSURANCE PACKAGE

Ontario Underwater Council



121 King Street West, Suite 1100
Toronto, Ontario, M5H 3X7
Canada

T: (416) 363-3431
F: (416) 362-0278
info@trinityunderwriting.ca
www.trinityunderwriting.ca

DECLARATIONS



NOT FOR PROFIT MANAGEMENT LIABILITY INSURANCE PACKAGE
 TRINITY UNDERWRITING MANAGERS LTD.
 121 KING STREET WEST, SUITE 1100
 TORONTO, ONTARIO M5H 3X7
 CANADA

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

POLICY NUMBER: DM306318-2026-003

NAMED INSURED: Ontario Underwater Council

ADDRESS: 206 Payne Cres
 Aurora, ON, L4G 0T6
 Canada

BROKER: BrokerLink

INSURER: Refer to List of Subscribers

POLICY PERIOD: January 1, 2026 to January 1, 2027
 (both days at 12:01am Local Standard Time at the address above)

TOTAL AMOUNT PAYABLE: CAD \$1,515.00

PREMIUM PAYABLE: CAD \$1,395.00
 (Minimum Retained Premium 25 % of Annual Premium (\$1,500 minimum))

POLICY ADMINISTRATION FEES: CAD \$120.00

EXTENDED REPORTING PERIOD: 1 year for 75% of annual premium,
 2 years for 150% of annual premium,
 3 years for 225% of annual premium

CLAIMS REPORTING: Trinity Underwriting Managers Ltd.
claims@trinityunderwriting.ca

TELEPHONE LEGAL ADVISORY SERVICE: A Legal Hotline and General Advisory Service is provided by the Trinity Underwriting Managers Ltd, for the insured to receive confidential general legal advice concerning Canadian Law over the phone relating to any commercial problem affecting the insured's business operations. The hotline will be answered **24hrs/day, 7 days/week** and the legal advisory service is provided between 8 am and 8 pm EST Monday to Friday excluding statutory holidays.

Hotline phone number: **1-866-568-1209**

POLICY WORDING: NFP v1.0

ENDORSEMENTS: IDENTIFICATION OF INSURER / ACTION AGAINST INSURER
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 LMA3100A SANCTION LIMITATION CLAUSE
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 LSW1543E NOTICE CONCERNING PERSONAL INFORMATION
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LEGAL EXPENSE ENDORSEMENT

Effected with certain Subscribing Companies (hereinafter called the "Insurers") through
Trinity Underwriting Managers Ltd. (the "Coverholder")

LIMITS OF LIABILITY AND DEDUCTIBLES

PRIOR & PENDING LITIGATION DATE: January 1, 2024

Policy Aggregate Limit of Liability: \$2,000,000

INSURING CLAUSE 1: DIRECTORS & OFFICERS LIABILITY

SECTION A: DIRECTORS & OFFICERS LIABILITY

Limit of Liability:	CAD \$2,000,000	each Claim including Defence costs
Deductible:	CAD \$0	each Claim

SECTION B. ORGANIZATIONAL INDEMNIFICATION

Limit of Liability:	CAD \$2,000,000	each Claim including Defence costs
Deductible:	CAD \$5,000	each Claim

SECTION C. ORGANIZATIONAL LIABILITY

Limit of Liability:	CAD \$2,000,000	each Claim including Defence costs
Deductible:	CAD \$5,000	each Claim

INSURING CLAUSE 2: EMPLOYMENT PRACTICES LIABILITY

SECTION A: EMPLOYMENT PRACTICES LIABILITY

Limit of Liability:	Not Covered	each Claim including Defence costs
Deductible:	Not Applicable	each Claim
Deductible:	Not Applicable	each Claim brought in USA

Management Liability Endorsements: Abuse and molestation exclusion
Professional services exclusion
Data Breach Exclusion
Transactions Changing Coverage Amended

LEGAL EXPENSE INSURANCE

RETROACTIVE DATE: January 1, 2024

ALL SECTIONS COMBINED

Limit of Liability:	CAD \$100,000	
SECTION A: CONTRACTUAL DISPUTES (MINIMUM SUM IN DISPUTE OF \$5,000)		
Limit of Liability:	CAD \$50,000	
Deductible:	CAD \$1,500	each claim
SECTION B: EMPLOYMENT DISPUTES		
Limit of Liability:	CAD \$50,000	
Deductible:	CAD \$1,500	each claim
SECTION C: CRIMINAL PROCEEDINGS		
Limit of Liability:	CAD \$50,000	
Deductible:	CAD \$1,500	each claim
SECTION D: PROPERTY DISPUTES		
Limit of Liability:	CAD \$50,000	
Deductible:	CAD \$1,500	each claim
SECTION E: PERSONAL INJURY		
Limit of Liability:	CAD \$50,000	
Deductible:	CAD \$1,500	each claim
SECTION F: TAX DISPUTES		
Limit of Liability:	CAD \$50,000	
Deductible:	CAD \$5,000	each claim

THESE DECLARATIONS ALONG WITH THE COMPLETED AND SIGNED APPLICATION AND THE POLICY WITH ENDORSEMENTS, IF ANY, SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE INSURED AND INSURERS

THIS IS A CLAIMS MADE POLICY WITH DEFENCE COSTS INCLUDED IN THE LIMIT OF LIABILITY.

SUBSCRIPTION FORM

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS".

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned on the Declarations page(s).

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference shall be deemed to be made to each of the Insurers severally.

THAT as regards each item of The Schedule the liability of THE INSURERS individually shall be limited to whichever is the least of:

- (a) That proportion of the actual cash value of the property at the time of loss, destruction or damage which the sum corresponding to the percentage of the sum insured by this policy set against the same of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of the Schedule attached hereto, or
- (b) That proportion of the interest of THE INSURED in the property which the sum corresponding to the percentage insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- (c) that proportion of the limit of insurance provided by The Schedule in respect of the property lost, destroyed or damaged which the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sun as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto,

Provided however, that where the insurance applies to the property of more than one person or interest "THE INSURERS" total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this Policy as set forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule attached hereto, than the sum insured by such Insurer bears to:

- (a) That percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) The Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

This Policy is subject to the terms and conditions set forth herein together with such terms and conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived in whole or in part by THE INSURERS unless the waiver is clearly expressed in writing, signed by the person authorized for that purpose by THE INSURERS.

IN WITNESS WHEREOF THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

LIST OF SUBSCRIBING COMPANIES

LIST OF SUBSCRIBING COMPANIES	AGREEMENT NO.	SECTION	PERCENT INSURED
HDI Global Specialty SE	TUM2025	D&O	35 %
Certain Underwriters at Lloyd's led by Managing Agent Argenta, Syndicate 2121	B1306C503152500	D&O	65 %
HDI Global Specialty SE	TUM2025	Legal Expense	35 %
Certain Underwriters at Lloyd's led by Managing Agent Argenta, Syndicate 2121	B1306C503152500	Legal Expense	65 %

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown on the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Underwriters may be validly given to:
Trinity Underwriting Managers Ltd.
121 King Street West, Suite 1100,
Toronto, ON M5H 3T9
Canada

In witness whereof this policy has been signed in Toronto,
Canada, as authorized by the Underwriters, by Trinity
Underwriting Managers Ltd.



Per: Michael McLachlan, President

**INSURANCE EFFECTED WITH CERTAIN SUBSCRIBING COMPANIES (HEREINAFTER CALLED THE "INSURERS")
THROUGH TRINITY UNDERWRITING MANAGERS LTD.
FOR THE PURPOSE OF THE *INSURANCE COMPANIES ACT (CANADA)*, THIS CANADIAN POLICY WAS ISSUED IN THE
COURSE OF LLOYD'S UNDERWRITERS AND HDI GLOBAL SPECIALTY SE'S BUSINESS IN CANADA**

HDI Global Specialty SE
Branch Office 130 Adelaide Street West, Suite 3400, Toronto, ON, M5H 3P5
Registered Office Roderbruchstraße 26, 30655 Hannover, Germany, www.inter-hannover.com
Registered in Germany, Company Number HRB 211924

Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht, and authorised and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request
Member of the HDI Global Specialty SE

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Canadian licensed intermediary whose name and address appear above.

All inquiries and disputes are also to be addressed to this intermediary.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

MADE IN CANADA CLAUSE

For the purpose of the *Insurance Companies Act* (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada. The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the *Insurance Companies Act* (Canada).

LMA5185

01 November 2011

SERVICE OF SUIT CLAUSE (CANADA) (Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney in Fact in Canada for Lloyd's Underwriters at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8

LMA5028B

15 April 2022

TOTAL MOULD, MILDEW OR OTHER FUNGI

Notwithstanding any provision to the contrary within the policy of which this endorsement forms a part, or within any other endorsement which forms a part of this policy, we do not cover:

- a) Property damage; or
- b) Bodily Injury or
- c) Debris removal; or
- d) Loss of use; or
- e) Additional living expenses (ALE); or
- f) Medical payments to others; or
- g) Personal Injury; or
- h) Business interruption losses; or
- i) Any increase in Insured loss, damage, cost, or expense; or
- j) Any loss, cost, expense, fine, or penalty which is incurred, sustained or imposed by order, direction, instruction or request of or by agreement with any court, governmental agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation); or
- k) Any loss, damage, cost or expense.

In connection with or arising out of exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mould, mildew, mycotoxins, fungi or organic pathogens. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

The term 'organic pathogen' or 'organic pathogens' means any organic irritant or contaminant including but not limited to the following: mould, fungus, bacteria, or virus including but not limited to theft byproducts such as mycotoxins, mildew or biogenic aerosol. 'Organic pathogen' includes but is not limited to the following fungi or mycotoxins produced by such fungi: *Aspergillus*, *Penicillium*, *Strachybotrys Chartaruni*, *Trichodema*, and *Fusarium Memnoniella*.

This exclusion also applies to any Claim arising out of allegations of acts or omissions by or on behalf of the Insured in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mould, mildew, mycotoxins, fungi or organic pathogens. There shall be no obligation to defend the insured against any Claim or loss excluded by this endorsement regardless of whether the allegation forming the basis of the Claim or loss are groundless, false or fraudulent

This exclusion includes but is not limited to (1) any cost, expense or charge to test, monitor, cleanup, remediate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the effects of mould, mildew, mycotoxins, fungi or organic pathogen; or (2) any cost, expense or charge in connection with the actual or alleged discharge, dispersal, seepage, migration, release, escape, exposure to manifestation, appearance, presence, or growth of mould, mildew, mycotoxins, fungi or organic pathogens.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SANCTION LIMITATION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or Canada.

LMA3100A
5 October 2023

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962
06/02/03

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NMA2918

08/10/2001

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this policy does not cover:

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NMA1270

03/12/1959

NUCLEAR INCIDENT EXCLUSION CLAUSE

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this Insurance is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this Policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Insurance to which it is attached.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NMA1978a

01/04/1996

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any cosubscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (Insurance)

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

10/12

LSW1565C

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.

- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.gc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

10/20

LSW1542F

NOTICE CONCERNING PERSONAL INFORMATION

Introduction:

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

Consent to Collection:

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

How we Collect Information:

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

What personal information we process about you and how it is used:

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit <https://www.lloyds.com>. Further details can be found on our online Privacy & Cookies policy at Privacy - Lloyd's (lloyds.com)

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

Who we disclose your information to:

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

Use or disclosure without consent or further notification

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.
- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

Retention

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

Your rights

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

The right to access

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

The right to rectification

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

The right to be forgotten

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

The right to data portability

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

The right to withdraw consent

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

How to access your information and/or contact us

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters

Attention: Nicole Seymour, Privacy Officer

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-416-360-1512

E-mail: LloydsCanada@lloyds.com

08/23

LSW1543E

SERVICE OF SUIT CLAUSE (CANADA)(HDI Global Specialty SE)

(Action against Insurer)

Notices, including notices of legal proceedings, in connection with this Agreement and involving the Underwriter **HDI Global Specialty SE** acting through its Canadian Branch, shall be in writing and sent to the address and/or email address included below:

Head of Branch, for
HDI GLOBAL SPECIALTY SE - CANADIAN BRANCH
130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5;
email address: derek.spafford@hdi-specialty.com

ASBESTOS EXCLUSION

This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving Asbestos, or any materials containing asbestos in whatever form or quantity.

Making a Complaint

HDI Global Specialty SE

At HDI Global Specialty SE each of our customers is important to us, and we believe you have the right to a fair, swift and courteous service at all times. If you are dissatisfied with the service you have received and wish to make a complaint, please contact us by email: complaints.ca@hdi.global

We will acknowledge your complaint in writing and provide you with our initial response within ten (10) business days of receipt.

If your complaint has not been resolved earlier, we will provide you with a final response within fifty-six (56) days of receipt of your complaint. If we are unable to provide you with a final response within this time frame, we will write to you explaining the delay and advise you when you can expect a final response.

If you are a customer of our Canadian branch (outside Quebec), and if more than 56 days from the date of your complaint have elapsed and you have not received a final response, or you are dissatisfied with the final response you have received from us, you may choose to refer your complaint to the:

General Insurance OmbudService (GIO):

4711 Yonge street
10th Floor
Toronto, ON M2N 6K8
1-877-225-0446
416-299-4261 (fax)

Website:
<https://giocanada.org/>

Online Complaint Form:
<https://giocanada.org/submit-a-complaint/>

ASBESTOS EXCLUSION

This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving Asbestos, or any materials containing asbestos in whatever form or quantity.

NOTICE CONCERNING PERSONAL INFORMATION

Introduction:

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

Consent to Collection:

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

How we Collect Information:

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

What personal information we process about you and how it is used:

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit <https://www.lloyds.com>. Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(lloyds.com\)](#)

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

Who we disclose your information to:

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

Use or disclosure without consent or further notification

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.
- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

Retention

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

Your rights

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

The right to access

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

The right to rectification

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

The right to be forgotten

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

The right to data portability

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

The right to withdraw consent

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

How to access your information and/or contact us

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters
Attention: Nicole Seymour, Privacy Officer
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,
P.O. Box 51 Toronto, Ontario M5J 2J2 Tel:
1-416-360-1512
E-mail: LloydsCanada@lloyds.com

08/23
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LMA5185 MADE IN CANADA CLAUSE

For the purpose of the *Insurance Companies Act* (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the *Insurance Companies Act* (Canada).

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Privacy Notice

HDI Global Specialty SE

HDI Global Specialty SE (“HDI Global Specialty”) is an insurance company whose registered home office address is HDI-Platz 1, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation (“GDPR”). HDI Global Specialty operates a Canadian branch located at 130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5 Canada (“HSCB”). In addition to complying with the GDPR, HSCB also complies with the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”) and, where applicable, with the “PIPA Alberta”, “PIPA BC”, and “Quebec Privacy Act” (collectively, “Canadian Privacy Laws”).

HSCB collects personal information, and in some cases, may collect sensitive information. “Personal information” means information about an identifiable individual. Personal information does not include business contact information such as an employee’s name, title, business address, telephone number or email addresses that is collected, used or disclosed solely for the purpose of communicating with that person in relation to their employment or profession. “Sensitive information” is personal information and includes information about an individual’s health, genetics, race, political opinion or membership, religion, philosophical beliefs, union membership, sexual orientation and criminal record. HSCB will assess whether the personal information is sensitive information prior to collection.

Collecting your personal information

We limit the collection and use of personal information to what we require in order to serve you as a customer and to administer our business, including to:

- Assess applications for insurance;
- Administer insurance policies;
- Investigate, adjust or settle claims;
- Defending or prosecuting legal claims or regulatory proceedings;
- Detect, investigate, prevent and suppress fraud, authorized, or illegal activities;
- Comply with applicable laws and requirements of regulators, including self-regulatory organizations.

We typically collect personal information from your agent, insurance broker and/or other insurance intermediary; however, we may also collect personal information directly from you.

Consent

HSCB will obtain your consent to collect, use, disclose and/or share your personal information, subject to specified exceptions contained in Canadian Privacy Laws. Your consent may be obtained in different ways depending on the situation: implied consent or express consent. Your implied consent is obtained when you approach us to obtain information about an insurance product, inquire about or apply for insurance products or services from us, and through your use of our insurance product(s). Your express consent – which may be obtained verbally, in writing or online – is required to collect sensitive information, which could occur during a claims process.

If you provide us with personal information about another person, we expect you to ask for their permission to do this and consent to our privacy policy on their behalf.

You may withdraw your consent to the collection, use and disclosure of your personal information, subject to certain limitations. However, if you do so, we may not be able to continue to provide you with



our insurance products and services. If you wish to withdraw your consent, please contact our Privacy Officer.

Automated Processing

HSCB may, in limited circumstances, automatically process your personal information to render a decision with respect to an insurance product. You have the right to request the personal information used to render such a decision; the reasons and the principal factors and parameters that led to the decision; and the right to correct any mistakes in the personal information used to render such a decision. Further, you have the right to submit observations to an employee of HSCB who is in a position to review the decision that was based on automatic processing of your personal information.

Using and disclosing your personal information

We may disclose your personal information to:

- Our related corporate entities for the purpose of performing our functions or corporate reporting. These related entities may be located overseas in any of the countries in which HDI Global Specialty SE operates including, but not limited to, Germany, the United Kingdom, the Netherlands, Denmark, Italy, Sweden, and Australia.
- Service providers and third parties to carry out activities on our behalf such as underwriting services, claims handling services or providing IT services to us for the purposes described above.
- Other entities within our group, reinsurers (who may be located overseas), insurance intermediaries, credit reference agencies, our advisors, our agents, our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting us and them in providing relevant services and products, or for the purpose of recovery or litigation.
- People listed as co-insured on your policy and to family members or agents authorized by you.

When disclosing your personal information to any third parties, HSCB requires the third parties, as part of their contracts with HSCB, to maintain your confidentiality and may not use your information for any unauthorized purpose. HSCB requires them to protect and handle your personal information in a manner consistent with our privacy practices and all applicable privacy laws.

Rights of access / challenges

You have a right to access the personal information that we hold about you, and where the collection, use and/or disclosure requires your consent, the right to withdraw that consent so we stop the processing in question, though both of these rights are subject to any legal restrictions or rights of refusal. You also have the right to challenge the accuracy and completeness of the information, and have that information amended as appropriate.

If you have any questions, comments, or challenges with respect to our privacy policy, or wish to access your personal information, you may contact our Privacy Officer at the following:

Privacy Officer
HDI Global Specialty SE – Canadian Branch
130 Adelaide Street West, Suite 3400
Toronto, ON M5H 3P5

E-mail address: privacy.canada@hdi.global

The complete Privacy Policy of the Canadian branch of HDI Global Specialty SE can be found at the following link:

https://www.hdi.global/globalassets/local/international/downloads/group_hgs-privacy/hgs_privacypolicy_ca_en.pdf

Further privacy information for HDI Global Specialty SE can be found at the following link:

<https://www.hdi.global/en-ca/legal/privacy/#1>

SERVICE OF SUIT CLAUSE (CANADA) – HDI Global Specialty SE
SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

Notices, including notices of legal proceedings, in connection with this Agreement and involving the Underwriter **HDI Global Specialty SE acting through its Canadian Branch**, shall be in writing and sent to the address and/or email address included below:

Head of Branch, for
HDI GLOBAL SPECIALTY SE - CANADIAN BRANCH
130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5;
email address: Derek.Spafford@hdi.global

Not-For-Profit Management Liability Insurance

Policy Wording

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121 King Street West, Suite 1100
Toronto, Ontario, M5H 3X7
Canada

T: (416) 363-3431
F: (416) 362-0278
info@trinityunderwriting.ca
www.trinityunderwriting.ca

This is a claims made policy that applies only to **Claims** first made during the **Policy Period** or the **Extended Reporting Period**, if exercised. **Defence Costs** paid by the Insurer shall reduce and may completely exhaust the Limit of Liability of the **Policy**.

The titles and headings to the various sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such sections, subsections or endorsements.

In consideration of the payment of the premium and in reliance on all statements made and information furnished to Trinity Underwriting (herein, the "Underwriters") in the **Application**, which is hereby made a part hereof, and subject to the Declarations and to all other terms of this **Policy**, the Underwriters, the **Organization** and the **Insured Persons** agree as follows:

Insuring Clause

Insuring Clause 1: Directors and Officers Liability

A. Directors and Officers Liability

The Underwriters shall pay on behalf of the **Insured Persons** all **Loss** for which the **Insured Persons** are not indemnified by the **Organization** and which the **Insured Persons** become legally obligated to pay by reason of any **Claim** (including an **Employment Practices Claim** or a **Securities Claim**) first made against the **Insured Persons** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Wrongful Acts**.

B. Organizational Indemnification

The Underwriters shall pay on behalf of the **Organization** all **Loss** for which the **Organization** grants indemnification to the **Insured Persons**, as permitted or required by law, and which the **Insured Persons** have become legally obligated to pay by reason of any **Claim** (including an **Employment Practices Claim** or a **Securities Claim**) first made against the **Insured Persons** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Wrongful Acts**.

C. Organizational Liability

The Underwriters shall pay on behalf of the **Insured Entity** all **Loss** which the **Insured Entity** becomes legally obligated to pay by reason of any **Claim** first made against the **Insured Entity** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Wrongful Acts**.

Insuring Clause 2: Employment Practices Liability

The Underwriters shall pay on behalf of the **Insured** all **Loss** for which the **Insured** becomes legally obligated to pay by reason of any **Employment Practices Claim** first made against the **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** for any **Employment Practices Wrongful Acts**.

Limit of Liability

For the purposes of this **Policy**, all **Claims** which in whole or in part arise out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Loss** resulting from a single **Claim** shall be deemed a single **Loss**.

The amount stated in the Declarations shall be the maximum aggregate liability of the Underwriters under this **Policy** for all covered **Loss** resulting from all covered **Claims**, regardless of the number of **Claims** or the time of payment by the Underwriters.

The Limit of Liability for the **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the aggregate Limit of Liability, which shall be the maximum liability of the Underwriters for the **Policy Period** and **Extended Reporting Period**, combined.

Except when prohibited by the laws of the Province of Quebec, **Defence Costs** shall be part of and not in addition to the aggregate Limit of Liability set forth in the Declarations, and **Defence Costs** shall reduce and may exhaust such Limit of Liability. If the Limit of Liability is exhausted by payment of **Loss**, the Underwriters' obligations under this **Policy** shall be completely fulfilled and extinguished. The Underwriters is entitled to pay **Loss** as it becomes due and payable by the **Insureds**, without consideration of other future payment obligations.

Deductible

The Underwriters' liability with respect to **Loss** arising from each **Claim** shall apply only to that part of **Loss** which is excess of the applicable Deductible amount set forth in the Declarations, and such Deductible amount shall be borne by the **Insureds** uninsured and at their own risk. If different parts of a single **Claim** are subject to different Deductibles, the applicable Deductibles will be applied separately to each part of such **Loss**, but the sum of such Deductibles shall not exceed the largest applicable Deductible.

If the **Organization** is permitted or required by common or statutory law, by its Charter or by-laws, or by any contractual arrangements between the **Organization** and any **Insured Persons**, but fails or refuses, other than for reason of **Financial Impairment**, to advance **Defence Costs** or indemnify the **Insured Persons** for **Loss**, then, notwithstanding any other conditions, provisions or terms of this **Policy** to the contrary, any payment by the Underwriters of such **Defence Costs** or other **Loss** shall be subject to (1) the applicable Deductible for **Loss** set forth in the Declarations and (2) all of the Exclusions applicable to Insuring Clause 1.B. For purposes of this paragraph, the Corporate Charter and by-laws of the **Organization** shall be deemed to provide indemnification for such **Defence Costs** or other **Loss** to the fullest extent permitted by law.

Definitions

When used in this **Policy** either in the singular or the plural:

- A. **Annual Premium** means the original annualized premium and the fully annualized amount of any additional premiums charged by the Underwriters for or during the **Policy Period** with respect to this **Policy**.
- B. **Application** means all signed applications, including attachments and materials submitted therewith, for this **Policy** or for any policy issued by the Underwriters of which this **Policy** is a direct or indirect renewal or replacement. **Application** shall also include all publicly available documents filed by the **Organization** with federal, provincial, municipal or foreign regulatory agency within the last twenty-four (24) months prior to inception of the **Policy Period**. All such applications, attachments, materials and filings are deemed attached to and incorporated into this **Policy**.
- C. **Claim** means:
1. a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief for a **Wrongful Act**,
 2. any proceeding initiated against an **Insured**, before
 - a) any governmental body which is legally authorized to render an enforceable judgment or order for money damages or other relief against such **Insured**, or
 - b) any provincial or federal human rights commission or tribunal, the Equal Employment Opportunity Commission, or any similar governmental body whose purpose is to address employment practices; including any appeal therefrom.
- D. **Defence Costs** means reasonable costs, charges, fees (including but not limited to lawyers' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Organization**) incurred by the **Insureds** in investigating, adjusting, defending or appealing **Claims** and the premium for appeal, attachment or similar bonds but without any obligation to apply for or furnish any such bonds.
- E. **Domestic Partner** means any natural person qualifying as a domestic partner under either (1) the provisions of any applicable federal, provincial or local law, or (2) the provisions of any formal program established by the **Organization**.
- F. **Employment Practices Claim** means any **Claim** brought by or on behalf of any past, present or future employee of the **Organization**, any **Contract Employee** or any applicant for employment with the **Organization** alleging an **Employment Practices Wrongful Act**.
- G. **Employment Practices Wrongful Act** means any of the following acts related to employment:
1. wrongful dismissal, discharge or termination of employment, whether actual or constructive or breach of an implied employment contract,
 2. employment related misrepresentation;
 3. workplace harassment of any kind including sexual harassment;
 4. discrimination;
 5. wrongful failure to employ or promote;
 6. wrongful discipline;
 7. wrongful demotion or deprivation of career opportunity, including defamatory statements made in connection with an employee reference;
 8. failure to grant tenure;
 9. negligent evaluation;
 10. failure to provide and enforce adequate workplace or employment policies and procedures;
 11. wrongful retaliation; or
 12. employment related libel, slander, defamation, or invasion of privacy.
- H. **Executive Officers** means with respect to any **Organization** its past, present and future chairperson, executive director, president or equivalent.
- I. **Extended Reporting Period** means the period for the extension of coverage, if exercised, described in Section B. of the General Conditions of this **Policy**.
- J. **Financial Impairment** means the status of the **Organization** resulting from (1) the appointment by any provincial or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Organization**, or (2) a reorganization proceeding relating to the **Organization** which has been brought in Canada under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, or similar federal, provincial, territorial or state legislation; or (3) the **Organization** becoming a debtor in possession under Chapter 11 of the United States Bankruptcy Code.

- K. **Insured** means the **Organization** and any **Subsidiary** and all **Insured Persons**.
- L. **Insured Entity** means the **Organization**, but only with respect to coverage provided under Insuring Clause 1-C.
- M. **Insured Persons** means any one or more natural persons who were, now are or shall be directors, trustees, officers, employees, volunteers or staff members of the **Organization**, or, its **Subsidiaries** including any executive board members and committee members whether salaried or not.
- N. **Interrelated Wrongful Acts** means all **Wrongful Acts** based upon, arising out of, or attributable to the same or related facts, circumstances, situations, events, transactions or causes.
- O. **Loss** means the amount which the **Insureds** become legally obligated to pay on account of **Claims** made against them for **Wrongful Acts** for which coverage applies, including, but not limited to, damages, judgments, any award of pre-judgment and post-judgment interest, settlements and **Defence Costs**, and **Loss** shall also mean:
1. taxes and related penalties and interest assessed against a director based upon, arising out of or attributable to the failure to deduct, withhold or remit tax from a payment of salary or wages of an employee pursuant to the Income Tax Act R.S.C. 1985 (5th Supp.), the Employment Insurance Act, S.C. 1996, c. 23, and the Canada Pension Plan, R.S.C. c. C-8, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law;
 2. any amount constituting wages pursuant to the Canada Business Corporations Act R.S.C. 1985, c. C-44, s.119 and the Business Corporations Act, R.S.O. 1990, c.B.16, s.131, the regulations promulgated thereunder and amendments thereto or any similar provisions of any other provincial law; or;
 3. unpaid tax liabilities of the **Insured** arising under the laws of Canada, the laws of any province of Canada, or any municipality therein, which the **Insured** is unable to pay due to **Financial Impairment** and which directors become legally obligated to pay.
- Loss** (other than **Defence Costs**) does not include:
1. any obligation of the **Insured** pursuant to any federal, provincial, state or local statutory law governing employment or benefits including but not limited to the Canadian Labour Code 1985, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the Canadian Occupational Health and Safety Act;
 2. any obligation of the **Insured** as a result of a **Claim** seeking relief or redress in any form other than money damages, including but not limited to any obligation of the **Insured** to modify any building or property; or
 3. any obligation of the **Insured** to pay salary, wages or other employment-related benefits to any employee under an express or implied contract unless such obligation would exist absent the contract;
 4. Loss shall not include costs incurred in connection with cleaning up, removing, eliminating, abating, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring Pollutants
- provided, however, there shall be no coverage for **Loss**, including **Defence Costs**, related to any **Claim** for any **Wrongful Act** of any **Insured** in connection with any pension or welfare plans of the **Insured Entity**, unless it is determined that coverage is provided for such **Loss** pursuant to Fiduciary Liability Coverage specifically endorsed to this Policy
- P. **Organization** means the entity first named in the Declarations.
- Q. **Policy** means, collectively, the Declarations, the **Application**, this policy form and any endorsements hereto.
- R. **Policy Period** means the period of time specified in the Declarations, subject to prior termination in accordance with Section I. of the General Conditions of this **Policy**.
- S. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste or waste materials to be recycled, reconditioned or reclaimed.
- T. **Subsidiary** means:
1. any entity which qualifies as a not-for-profit organization under section 149(1)(j) and 149(1)(l) of the Income Tax Act, R.S.C. 1985, c.1, as revised, the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the Organization has or controls the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity as of the inception date of this Policy;
 2. any similar not-for-profit organization which was subsequently created or acquired by the Organization after the inception date of this Policy, if such organization's total assets do not exceed thirty percent (30%) of the total consolidated assets of the Organization as of the inception date of this Policy;
 3. any other entity added as a Subsidiary by written endorsement to this Policy. Coverage shall apply to a Subsidiary only for Wrongful Acts committed during the time such entity so qualified as a Subsidiary.
- U. **Wrongful Act** means:
1. any error, misstatement, misleading statement, act, omission, neglect or breach of duty, or **Employment Practices Wrongful Act** by the **Organization** by the **Organization**, a **Subsidiary**, and/or any of the **Insured Persons** in their capacity as such, or
 2. any matter claimed against the **Insured Persons** solely by reason of their serving in such capacity.

Exclusions

The Underwriters shall not be liable for **Loss** on account of any **Claim** made against any **Insured**:

1. based upon, arising out of, or attributable to any fact, circumstance, situation, **Wrongful Act** or claim which has been the subject of any written notice under any other directors' and officers' liability insurance policy or employment practices liability insurance policy if such notice is given under such other policy prior to the inception of the **Policy Period**;
2. based upon, arising out of, or attributable to any **Claim** or other litigation, arbitration or administrative or regulatory proceeding involving any **Insured**, pending on or before the applicable Prior and Pending Litigation Date set forth in the Declarations, or the same or substantially the same fact, circumstance or situation underlying or alleged therein;
3. for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof, but this exclusion shall not apply with respect to any actual or alleged mental anguish or emotional distress in any **Employment Practices Claim**; or apply to **Defence Costs** arising from a **Claim** pursuant to section 217.1 of the Criminal Code of Canada (as amended by Bill C-45);
4. based upon, arising out of, or attributable to (1) the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or (2) any direction or request that the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so; including without limitation any **Securities Claim** or any other **Claim** by or on behalf of the **Organization**, its securities holders or creditors based upon, arising out of, or attributable to the matters described in this exclusion; but this exclusion shall not apply with respect to any **Securities Claim** against **Insured Persons** for which the **Organization** does not indemnify the **Insured Persons** either because the **Organization** is neither permitted nor required to grant such indemnification or because of the **Financial Impairment** of the **Organization**;
5. for **Wrongful Acts** actually or allegedly committed or attempted by a **Subsidiary** or its **Insured Persons** before the date such **Subsidiary** became an **Insured**;
6. based upon, arising out of, or attributable to:
 - a. any deliberately fraudulent act or omission or any willful violation of law by such **Insured**; or
 - b. such **Insured** gaining any profit or advantage or receiving remuneration to which such **Insured** was not legally entitled;

if a final adjudication in any proceeding establishes such **Insured** committed such fraudulent conduct or willful violation of law or received such profit, advantage or remuneration;
7. brought or maintained by or on behalf of the **Organization** or any **Insured Person** in any capacity except:
 - a. a **Claim** that is a derivative action brought or maintained on behalf of the **Organization** by one or more persons who are not **Insured Persons** and who bring and maintain the **Claim** without the active assistance or participation of, or solicitation by, the **Organization** or any **Insured Person**, other than assistance, participation or solicitation by **Insureds** that is a protected "whistleblower" activity or pursuant to a summons, subpoena or similar legal process; or
 - b. an **Employment Practices Claim**;
 - c. a **Claim** brought or maintained by any **Insured Person** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this **Policy**;
 - d. a **Claim** brought by an **Insured Person** who has not served as an **Insured Person** for at least three (3) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without the active assistance or participation of, or solicitation by, the **Organization** or any other **Insured Person** who is serving or has served as an **Insured Person** within such three (3) year period;
 - e. a **Claim** brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, receiver or creditors committee for the **Organization** or any assignee of such trustee, examiner, receiver or creditors committee; or
 - f. a **Claim** brought and maintained outside Canada or the United States, or any other common law country, including any territories thereof;
8. for a **Wrongful Act** by an **Insured Person** in an **Outside Position** if such **Claim** is brought or maintained by or on behalf of the **Outside Entity** in which the **Insured Person** serves or by or on behalf of any director, officer, manager or trustee of such entity except:
 - a. a **Claim** that is a derivative action brought or maintained on behalf of such entity by one or more persons who are not directors, officers, managers or trustees of such entity and who bring and maintain the **Claim** without the solicitation, assistance or active participation of such entity or such directors, officers or trustees; or
 - b. an employment-related **Claim** brought or maintained by a director, officer, manager or trustee of such entity;
9. for a **Wrongful Act** actually or allegedly committed or attempted by **Insured Persons** in their capacity as a director, officer, trustee or employee of any organization other than the **Organization** or an **Outside Entity**, even if service in such capacity is with the knowledge and consent of, at the direction or request of, or part of the duties regularly assigned to the **Insured Person** by, the **Organization**; or
10. for an actual or alleged violation of the responsibilities, obligations or duties imposed on trustees or fiduciaries of employee pension, retirement or savings benefit plans or welfare benefit plans by the Canadian Pension Benefits Standards Act, 1985, R.S.C. 1985, c.32 (2nd Supp.), The Income Tax Act (Canada) or the United States Employee Retirement Income Securities Act

of 1974, as amended, or any similar federal, provincial, state or local common or statutory law anywhere in the world or any rules and regulations promulgated thereunder.

11. other than **Defence Costs**, for the failure to afford an employee with reasonable notice of termination, except this exclusion shall not apply to that portion of **Loss** that is increased by reason of an **Insured** engaging in an **Employment Practices Wrongful Act**.

The Underwriters shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Insured Entity**:

12. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged breach by the **Insured Entity** of an express or implied contract or agreement; provided, however, this Exclusion shall not apply to any **Employment Practices Claims**;
13. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving charges of price fixing, restraint of trade, monopolization or unfair trade, or any actual or alleged violation of the Federal Competition Act, R.S.C., the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, or any other federal or provincial statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or any rules or regulations promulgated under or in connection with such statutes, or any similar provision or any state, federal, provincial or local statutory law or common law;
14. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged plagiarism or infringement of copyright, patent, trademark or trade name, or misappropriation of ideas or trade secrets; or
15. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged defect, deficiency, inadequacy or dangerous condition of any of the **Insured Entity's** products, including warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such products.

Severability of Exclusions

For the purpose of determining the applicability of any Exclusion set forth in this **Policy**:

1. the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Persons**; and
2. only the **Wrongful Act** of any **Executive Officer** shall be imputed to the **Organization** for purposes of Insuring Clause 1-C.

General Conditions

A. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** of **Insured Persons** shall be considered an **Insured** under this **Policy**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners** only for a **Claim** arising solely out of their status as such and, in the case of a spouse or **Domestic Partner**, where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse or **Domestic Partner**. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or **Domestic Partner**. All terms and conditions of this **Policy**, including without limitation the Deductible, applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by such estates, heirs, legal representatives, assigns, spouses and **Domestic Partners**.

B. Extended Reporting Period

If the **Insureds** or the Underwriters refuse to renew this **Policy**, or terminate this **Policy** for reason other than non-payment of premium, the **Insureds** shall have the right, upon payment of the additional premium described below, to an extension of the coverage granted by this **Policy** for the **Extended Reporting Period** set forth in the Declarations immediately following the effective date of such nonrenewal or termination, but only with respect to **Claims** first made or deemed to be first made during the **Extended Reporting Period** for covered **Wrongful Acts** taking place prior to the effective date of such nonrenewal or termination. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is given by the **Insureds** to the Underwriters within thirty (30) days following the effective date of termination or nonrenewal.

The premium due for such **Extended Reporting Period** shall equal that percentage set forth in the Declarations of the **Annual Premium**. The entire premium for such **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

The **Insureds** shall not be entitled to elect the **Extended Reporting Period** under this Section B. of the General Conditions if an **Extended Reporting Period** is elected pursuant to Section G. 2. of the General Conditions of this **Policy**.

C. Notice

The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the Underwriters written notice of any **Claim** made against the **Insureds** as soon as practicable after any **Executive Officer** or the **Organization's** risk manager first learns of such **Claim**, but in no event later than (1) sixty (60) days after expiration of the **Policy Period**, if the **Extended Reporting Period** is not exercised, or (2) expiration of the **Extended Reporting Period**, if exercised.

If during the **Policy Period** or the **Extended Reporting Period**, if exercised, the **Insureds** first become aware of any circumstances which may reasonably give rise to a future **Claim** under this **Policy** and during such **Policy Period** or **Extended Reporting Period**, if exercised, give written notice to the Underwriters of the circumstances, the anticipated **Wrongful Act** allegations, the reasons for anticipating such **Claim** and full particulars as to dates, persons and entities involved, then any **Claim** which arises out of such circumstances shall be deemed to have been first made during the **Policy Period** or the **Extended Reporting Period**, if exercised, in which such written notice was received by the Underwriters. No coverage is provided for fees and expenses incurred prior to the time such notice results in a **Claim**.

All notices under any provision of this **Policy** shall be in writing and given by mail, prepaid express courier or facsimile properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Organization** at the address as shown in the Declarations. Notice to the Underwriters of any **Claim** or potential **Claim** shall be given to the Underwriters at the address set forth in the Declarations, attention Claims Department. All other notices to the Underwriters under this **Policy** shall be given to the Underwriters at the same address, attention Underwriting Department. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notice is sent, whichever is earlier.

D. Defence and Settlement

The Underwriter has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent.

The Insureds shall not incur **Defence Costs**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express written consent of the Underwriters, which consent shall not be unreasonably withheld. The Insureds shall provide the Underwriter with full cooperation and all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Defence Costs** incurred prior to the Underwriter's consent shall not be covered hereunder.

The Underwriter has the right to investigate and settle any **Claim**, as it deems expedient. In the event the Underwriter recommends a settlement and the **Insured** refuses to consent thereto, the Underwriter's liability for such **Claim** is limited to the amount in excess of the Deductible which the Underwriter would have contributed to the settlement had the **Insured** consented to settlement, the **Defence Costs** covered by the **Policy** and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered **Loss**, including **Defence Costs**, incurred subsequent to such refusal and subject to the **Limit of Liability**.

If the **Insured** refuses to consent to a settlement as contemplated above, **Defence Costs** shall be subject to the Deductible

E. Other Insurance

If any **Loss** under this **Policy** is insured under any other valid and collectible policy(ies), prior or current, then this **Policy** shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this **Policy**.

F. Transactions Changing Coverage

1. Acquisition or Creation of Another Organization

If, during the **Policy Period**, the **Organization**:

- a. acquires assets of another entity or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- b. acquires any organization by merger into or consolidation with the **Organization**;

then, subject to all terms and conditions of this **Policy**, such organization and its **Insureds** shall be covered under this **Policy** but only with respect to covered **Wrongful Acts** taking place after such acquisition or creation unless the Underwriters agree to provide coverage by endorsement for **Wrongful Acts** taking place prior to such acquisition or creation.

If the acquired assets for such acquired organization exceeds fifty percent (50%) of the total assets of the **Organization** as reflected in the **Organization's** then most recent consolidated financial statements, the **Organization**, as a condition precedent to coverage with respect to such **Insureds**, shall give written notice of such acquisition to the Underwriters within sixty (60) days after the effective date of such acquisition and shall agree to any additional terms and conditions, and pay any reasonable additional premium, required by the Underwriters.

2. Acquisition of **Organization**

If during the **Policy Period**, another organization acquires substantially all of the assets of the **Organization**, or the **Organization** merges into another organization, or the **Organization** ceases to qualify as a not-for-profit organization under any federal, provincial and territorial legislation and/or the Internal Revenue Code (such events hereinafter referred to as **Transaction**), then:

- a. the Organization must give written notice of such **Transaction** to the Insurer within thirty (30) days after the effective date of such **Transaction**, and provide the Underwriters with such information as the Underwriters may deem necessary; and
- b. this **Policy**, including the **Extended Reporting Period** if elected, shall apply, but only with respect to any **Wrongful Act** committed prior to the effective date of such **Transaction**.

3. Cessation of Subsidiaries

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and its **Insureds** shall apply only with respect to **Claims** for covered **Wrongful Acts** taking place prior to the date such organization ceased to be a **Subsidiary**.

G. Representations and Severability

The **Insureds** acknowledge and agree that the statements and information contained in the **Application** are true and are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**. This **Policy** is issued in reliance upon the truth of such representations and warranties.

However, this **Policy** shall not be voided or rescinded and coverage shall not be excluded as a result of any untrue statement in the **Application**, except as to the **Organization**, its **Subsidiaries** and those **Insured Persons** making such statement or having knowledge of its untruth.

H. Termination of Policy

This **Policy** shall terminate at the earliest of the following times:

1. the effective date of termination specified in a prior written notice by the **Organization** to the Underwriters, provided this **Policy** may not be terminated by the **Organization** after the effective date of an event described in Section F. 2. Of the General Conditions of this **Policy**;
2. upon expiration of the **Policy Period** as set forth in the Declarations;
3. twenty (20) days after receipt by the **Organization** of a written notice of termination from the Underwriters for failure to pay a premium when due, unless the premium is paid within such twenty (20) days; or
4. at such other time as may be agreed upon by the Underwriters and the **Organization**.

The Underwriters may only cancel this **Policy** for non-payment of premium as set forth in subparagraph 3. Above and may not cancel for any other reason.

The Underwriters shall refund the unearned premium computed at customary short rates if this **Policy** is terminated by the **Organization**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

If the Underwriters decide to non-renew this **Policy**, the Underwriters will mail to the **Organization** written notice stating such intent at least sixty (60) days before the expiration date set forth in the Declarations.

I. Territory and Valuation

All premiums, limits, Deductibles, **Loss** and other amounts under this **Policy** are expressed and payable in the currency of Canada. If judgment is rendered, settlement is denominated or another element of **Loss** under this **Policy** is stated in a currency other than Canadian dollars, payment under this **Policy** shall be made in Canadian dollars at the rate of exchange published in *The Globe and Mail* on the date the final judgement is rendered or the settlement payment is established.

Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made anywhere in the world.

J. Subrogation

In the event of any payment under this **Policy**, the Underwriters shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery, including without limitation the **Insured Person's** rights to indemnification or advancement from the **Organization**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Underwriters effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**. In no event shall the Underwriters subrogate against an **Insured Person** unless and to the extent Exclusion A. 6. of this **Policy** applies to such **Insured Person**.

K. Action Against the Underwriters

No action shall lie against the Underwriters unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this **Policy**. No person or organization shall have any right under this **Policy** to join the Underwriters as a party to any action against **Insureds** to determine the **Insured's** liability nor shall the Underwriters be impleaded by the **Insureds** or their legal representatives.

L. Authorization Clause

By acceptance of this **Policy**, the **Organization** agrees to act on behalf of the **Insureds** with respect to the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this **Policy**, and the **Insureds** agree that the **Organization** shall so act on their behalf.

M. Alteration and Assignment

No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is authorized by the Underwriters.

STATUTORY CONDITIONS

(Saskatchewan)

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2. The insurer is not liable for loss of or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.

- (2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:
 - (a) terminate the contract in accordance with Statutory Condition 5;
 - or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under clause (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

- 5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as is practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as is practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in clause (1) (a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

- 6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,
 - (b) deliver as soon as is practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;

- (iv) stating the amount of other insurances and the names of other insurers;
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
- (i) produce books of account and inventory lists,
 - (ii) provide invoices and other vouchers verified by statutory declaration, and
 - (iii) provide a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or provided under clauses (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
 - (a) by the agent of the insured, if
 - (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
 - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

9. (1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
 - (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

Entry, control, abandonment

10. After loss of or damage to insured property, the insurer has:
 - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage; but
 - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

- 11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

When loss payable

- 12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

- 13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or

damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

- (2) If the insurer gives notice under subsection (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief office or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

23/09/2022

LSW1861

ABUSE AND MOLESTATION EXCLUSION

ATTACHING TO POLICY NUMBER: DM306318-2026-003

NAMED INSURED: Ontario Underwater Council

It is hereby understood and agreed that the following **EXCLUSION** is added to the Policy:

EXCLUSIONS

Based upon, arising directly or indirectly out of, or attributable to:

- a) the actual or threatened abuse or molestation of any kind by anyone of any person; or
- b) any welcome or unwelcome conduct, physical acts, gestures or spoken or written words of a sexual nature, including, but not limited to, sexual intimacy (even if consensual), sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, sexual exploitation or any sexual act; or
- c) the negligent employment, investigation, supervision, hiring, training or retention of a person for whom you are or were at any time responsible and who commits any of the acts described by a) or b) above; or
- d) your negligent reporting, or your failure to report, to the proper authorities the conduct of a person who commits any of the acts described by a) or b) above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

PROFESSIONAL SERVICES EXCLUSION

ATTACHING TO POLICY NUMBER: DM306318-2026-003

NAMED INSURED: Ontario Underwater Council

It is agreed that the following is added to the Exclusions Section of the **Policy**:

EXCLUSIONS: It is understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any insured based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving the performance of professional services for others for a fee, and caused by any act, error or omission.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

DATA BREACH EXCLUSION

ATTACHING TO POLICY NUMBER: DM306318-2026-003
NAMED INSURED: Ontario Underwater Council

It is hereby understood and agreed that the following exclusions are added to the **Policy**:

It is understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving **Data Breach**.

For the purposes of this endorsement, the term:

Data Breach means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a computer system, including but not limited to **Personal Identifiable Information**, charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

Personal Identifiable Information means:

- (a) Personal information as defined in the federal Personal Information Protection and Electronic Documents Act (PIPEDA) as amended, and in equivalent provincial and territorial legislation, concerning the individual;
- (b) Personal health information as defined in PIPEDA, the Personal Health Information Protection Act, 2004 (Ontario) and equivalent legislation in other provinces and territories, concerning the individual;
- (c) The individual's social insurance number, driver's license, identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers;
- (d) Personal identification numbers that allows access to the individual's financial account information; or
- (e) Other personal information about the individual that is protected under any local, provincial, territorial, state, federal or foreign statute.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE POLICY REMAIN UNALTERED.

TRANSACTIONS CHANGING COVERAGE AMENDED

ATTACHING TO POLICY NUMBER: DM306318-2026-003
NAMED INSURED: Ontario Underwater Council

It is hereby understood and agreed that subsection 1 of section F is deleted in its entirety and replaced as follows:

1. Acquisition or Creation of Another Organization

If, during the **Policy Period**, the **Company**:

- a) acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- b) acquires any organization by merger into or consolidation with the **Company**;

then, subject to all terms and conditions of this **Policy**, such organization and its **Insureds** shall be covered under this **Policy** but only with respect to covered **Wrongful Acts** taking place after such acquisition or creation unless the **Insurer** agrees to provide coverage by endorsement for **Wrongful Acts** taking place prior to such acquisition or creation.

However, if the fair value of all cash, securities, assumed indebtedness and other consideration paid by the **Company** for such acquired or created organization exceeds thirty-five percent (35%) of the total assets of the **Named Insured** as reflected in the **Named Insured's** then most recent consolidated financial statements or such acquired or created organization: -

- a) is located, incorporated, domiciled or operates in the United States;
- b) has securities listed on any exchange; or
- c) is a **Financial Institution**,

then the **Named Insured**, as a condition precedent to coverage with respect to such **Insureds**, shall give written notice, together with such information as the **Insurer** may require, of such acquisition or creation to the **Insurer** within sixty (60) days after the effective date of such acquisition or creation and shall agree to any additional terms and conditions, and pay any additional premium, required by the **Insurer**.

For the purposes of this endorsement, the term:

Financial institution means any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company (other than a captive owned by the policyholder), mortgage bank, savings and loan association, building society, credit union, stockbroker, investment trust, asset management company, fund manager or any entity established principally for the purpose of carrying on commodities, futures or foreign exchange trading or any other similar entity.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE POLICY REMAIN UNALTERED.

LEGAL EXPENSE INSURANCE

ATTACHING TO POLICY NUMBER: DM306318-2026-003
 NAMED INSURED: Ontario Underwater Council

It is understood and agreed that the **Policy** is endorsed to include the following:

LEGAL EXPENSE INSURANCE

*Notwithstanding the Limits of Indemnity listed, Legal Expenses are subject to the Fee Limit listed below.
 Any fees charged in excess of \$275.00 per hour are the Insured's responsibility

Territorial Limits: CANADA ONLY

Fee Limit: Legal Fees of the Insured's Lawyer up to a Maximum hourly rate of \$275.00

Lawyer: All Claims arising under all SECTIONS are to be handled by a Lawyer chosen by the Insured only from the list of approved law firms, as amended from time to time, which will be provided by the Claims Manager to the Insured upon request

Co-Insurance: 10% co-insurance will apply to all Claims under all SECTIONS where the Legal Expenses exceed \$10,000

Telephone Legal Advisory Service: A Legal Hotline and General Advisory Service is provided by the Trinity Underwriting Managers Ltd, for the insured to receive confidential general legal advice concerning Canadian Law over the phone relating to any commercial affecting the insured's business operations. The hotline will be answered **24hrs/day, 7 days/week** and the legal advisory service is provided between 8 am and 8pm EST Monday to Friday excluding statutory holidays.

Hotline phone number: **1-866-568-1209**

Notice of Claims: Cameron & Associates
 121 King Street West, Suite 1100
 Toronto, ON M5H 3X7 **Email: claims@trinityunderwriting.ca**

The insurance contract consists of this Declaration page as well as coverage wording, riders and endorsement attached hereto.

The following INSURING CLAUSES are added to the Policy:

LEGAL EXPENSE INSURANCE

The **Insurer** agrees to indemnify the **Insured**, to the extent specified in the Insuring Clauses, in connection with the **Business of Insured** of the **Insured** in consideration of the **Premium** paid by the **Insured**, subject to the terms, conditions, exclusions and limitations in this Endorsement and its **Declarations**.

SECTION A: CONTRACT DISPUTES

The **Insurer** agrees to indemnify the **Insured** against **Legal and Professional Expenses** incurred in the pursuit or defence of any claim or legal proceedings made by or brought against the **Insured** within the **Territorial Limits** and arising from the **Business of Insured** in a dispute with a **Contracting Party** arising out of a **Contract for Services** obtained or the sale, purchase, lease or rental of any **Goods**, provided that:

- (i) The contract was entered into after the date specified as the **Retroactive Date** in the **Declarations**;
- (ii) the indemnity for **Legal and Professional Expenses** incurred under this clause shall not exceed 75% of the **Sum in Dispute**;
- (iii) the amount in dispute exceeds the **Minimum Sum in Dispute**;
- (iv) where the dispute relates to monies owed to the **Insured** notification of the claim to the **Claims Manager** shall be made at the sooner of:
 - (a) 30 days from the date at which the debt is contested, or
 - (b) 90 days from the **Due Date** provided that all reasonable attempts have been made to recover the money owed or negotiate a reasonable settlement within those 90 days; and
- (v) the claim is or legal proceedings are made by or brought against the **Insured** and are notified to the **Claims Manager** during the **Policy Period**;
- (vi) there is a direct contractual relationship between the **Insured** and the third party.

Exclusions to SECTION A: CONTRACT DISPUTES:

The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with:

- (a) Contracts:
 - i. performed outside the **Territorial Limits**;
 - ii. for the provision or procurement of insurance, credit, secured lending, or guarantee;
 - iii. where the liability of the **Insured** or the right of recovery is incurred through an agent or by assignment or subrogation;

- iv. where the dispute arising from the contact relates to the collection of any outstanding amount receivable owed to the **Insured** by a third party for any goods or service provided, except where there is a dispute involving the liability to pay by the third party;
- v. in connection with or related to a franchise;
- vi. relating to the planning, construction, structural alteration, conversion or extension of **Property** or parts thereof, other than non-structural repair to or renovation of existing **Property** or parts thereof;
- vii. containing an arbitration clause.

(b) Breach or alleged breach of **Professional Duty** owed to or by the **Insured**.

SECTION B: EMPLOYMENT DISPUTES

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in defending any claim or legal proceedings made or brought against the **Insured** within the **Territorial Limits** and arising from the **Business of Insured** following a dispute with an **Employee** arising out of their contract of employment with the **Insured** or pursuant to the statutes listed in Schedule A attaching to and forming part of this Endorsement, provided that:

- (a) the claim is made or legal proceedings are brought against the **Insured** and is or are notified to the **Claims Manager** during the **Policy Period** in accordance with Notification Condition 6.2; and
- (b) the **Insured** obtains the advice of the **Claims Manager** as to the procedure to be adopted and follows and acts on that advice with due diligence:
 - (i) prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the **Telephone Legal Advisory Service**;
 - (ii) prior to the dismissal of an **Employee**, such dismissal being specifically authorized by the **Telephone Legal Advisory Service**;
 - (iii) prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the **Telephone Legal Advisory Service**;
 - (iv) upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;
 - (v) prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**, such alteration or refusal of alteration being specifically authorized by the **Telephone Legal Advisory Service**;
 - (vi) on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

Exclusions to SECTION B: EMPLOYMENT DISPUTES:

- (a) The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with any business transfer or purported business transfer;
- (b) The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;
- (c) The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;
- (d) The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;
- (e) In the first year only the **Insurer** shall not be liable to indemnify the **Insured** in respect of claims which arise from a dispute occurring during the ninety (90) day period immediately following the inception of that policy's **Policy Period**.

SECTION C: CRIMINAL DEFENCE

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in defending the **Insured** against a prosecution arising from **Criminal or Statutory Proceedings** brought or commenced against the **Insured** within the **Territorial Limits** and arising from the **Business of Insured** provided that the prosecution is brought or commenced and notified to the **Claims Manager** during the **Policy Period**.

Exclusions to SECTION C: CRIMINAL DEFENCE:

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any prosecution arising out of or in connection with:

- (a) The ownership possession or use of any vehicle;
- (b) Any prosecution, legislated investigation, tribunal and/or enquiry relating to any Municipal, Provincial, Federal or other Governmental tax matters pertaining to the **Business of Insured**;
- (c) An allegation against the **Insured** involving:
 - assault, violence, fraud, conspiracy to defraud or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - money laundering or bribery offences and related charges.

SECTION D: PROPERTY DISPUTES

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the pursuit or defence of any claim or legal proceedings brought or commenced by or against the **Insured** within the **Territorial Limits** and arising from the **Business of Insured** relating to:

- (i) disputes over the possession of **Property** owned, tenanted or occupied by the **Insured**;
- (ii) claims or legal proceedings against the **Insured** for nuisance or trespass to **Property** owned, tenanted or occupied by the

- Insured;**
- (iii) disputes following physical damage to **Property** owned, tenanted or occupied by the **Insured**;
 - (iv) disputes between the **Insured** and landlords or tenants and the obtaining and serving of eviction orders,

Provided that:

- a) the **Insured** will suffer financial loss if it fails to pursue or defend the claim or legal proceedings; and
- b) the claim is made or legal proceedings are brought against the **Insured** and is or are notified to the **Claims Manager** during the **Policy Period**.

Exclusions to SECTION D: PROPERTY DISPUTES:

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any claim or legal proceedings arising out of or in connection with any dispute:

- a) concerning **Property** relating to mining, subsidence or heave whatever the cause of such mining, subsidence or heave;
- b) relating to the payment or non-payment or review of rent or service charges;
- c) relating to planning or building regulations or decisions, expropriation or compulsory purchase orders;
- d) relating to the renewal of a lease or other contract to use the **Property**.

SECTION E: PERSONAL INJURY

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the pursuit of any claim or legal proceedings made by the **Insured** within the **Territorial Limits** and arising out of the **Business of Insured** arising from the act or omission by a third party which results in **Injury** to the **Insured** provided:

- a) the **Injury** was sustained by the **Insured** away from the **Insured's** business premises and while engaged in the **Business of Insured** and within the **Territorial Limits**; and
- b) the **Injury** occurs and is notified to the **Claims Manager** during the **Policy Period**.

SECTION F: TAX DISPUTES

The **Insurer** agrees to indemnify the **Insured** against **Legal and Professional Expenses** incurred as a result of a **Tax Audit** claim first initiated against the **Insured** and notified to the **Claims Manager** during the **Policy Period** arising out of any tax return submitted by the **Insured** to the Canadian Revenue Agency or other similar Canadian provincial agency.

Exclusions to SECTION F: TAX DISPUTES:

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any claim or legal proceedings arising directly or indirectly out of or in connection with any dispute relating to:

- a) the cost of preparation of documents and the cost of submission of a tax return; or
- b) the cost of preparation of documents for the purpose of calculating and submitting taxes; or
- c) the cost of preparation of additional documents to support an already submitted tax return; or
- d) the late submission of any tax return or accounts where the Canadian Revenue Agency or other similar Canadian Provincial Agency levy a penalty or claim for interest because of the late submission; or
- e) the cost of preparation, appeal or processing of any tax computation, assessment, demand or payment or routine treatment of taxation matters; or
- f) any audit or investigation, in whole or in part, made by the Special Investigations Division or Criminal Investigations Program; or
- g) any tax planning arrangements; or
- h) any tax shelter as defined by the *Income Tax Act, R.S.C. 1985 c.1 (5th Supp.)*; or
- i) the gifting or acquisition of property.

LIMIT OF INDEMNITY

The **Insurer's** total liability under this Policy shall not exceed the amounts specified in the **Declarations**

DEDUCTIBLE

The **Insurer** shall only be liable under this Policy to the extent that such liability exceeds the **Excess** as specified in the **Declarations**. A separate **Excess** shall apply to **Any One Claim**.

CO-INSURANCE

The **Insured** shall be liable in respect of claims for indemnity under all SECTIONS of this Policy for the proportion of **Legal Expenses** over and above the amount as specified in the **Declarations** under the heading **Co-Insurance**.

EXCLUSIONS These apply to all SECTIONS

The **Insurer** shall not have any liability under this Endorsement in respect of:

1. the defence of the **Insured** in civil legal proceedings arising from or connected with:
 - a) death or injury to any person including (without limitation) any sickness, disease or any naturally occurring condition or degenerative process;
 - b) loss destruction or damage to property owned, occupied or under the control of a third party;
 - c) alleged breach of **Professional Duty**;
 - d) any tortious liability save as specifically provided in SECTION D (Property Disputes);
2. any claims related to patents, copyrights, design rights, moral rights, confidential information, other intellectual property rights, trade or service marks or registered designs, trade secrets or passing off actions;
3. any claim arising out of defamation or alleged defamation;

4. any claim made, brought or commenced outside the **Territorial Limits**;
5. **Legal Expenses** incurred before the **Claims Manager's** consent has been granted in writing or without such consent;
6. any claim relating to or arising from any cause, event or circumstance occurring prior to the **Retroactive Date** specified in the **Declarations**;
7. any claim in connection with or arising from any cause, event or circumstance occurring prior to or existing at inception of the Endorsement and which the **Insured** knew or ought reasonably to have known might give rise to a claim or legal proceedings by or against the **Insured**;
8. awards and/or demands of compensation, repayment, damages, liability, surcharge levies, interest, fines or penalties of any nature including but not limited to those which the **Insured** is ordered to pay by any relevant court, board, commission or other tribunal or administrative body;
9. any claim or legal proceedings in respect of which the **Insured** is, but for the existence of this Endorsement, entitled to indemnity under any other insurance policy or certificate or if the **Insured** is eligible for legal representation from a provincial legal aid plan;
10. any claim or legal proceedings in respect of which the **Insured** is entitled to indemnity under any policy or certificate which the **Insured** is required to hold by law or by a regulatory body;
11. any claim arising out of the deliberate, conscious or intentional or reckless or negligent disregard by the **Insured** of the need to take all reasonable steps to avoid and prevent claims or legal proceedings. In this context, "reasonable" shall be assessed by the standards of a reasonable person carrying on the **Business of Insured**;
12. any costs which the **Insured** may be ordered to pay by a court or tribunal adjudicating on **Criminal or Statutory Proceedings**;
13. any dispute with government or local authority departments concerning the imposition of regulatory or statutory charges, fees and levies;
14. any dispute between the **Insured** and any parent, subsidiary or associated company, or partner;
15. any dispute between the **Insured**, and the **Insurer**, and/or the **Claims Manager**, and/or the **Coverholder**, and/or the **Broker** and/or the **Lawyer** and/or **Appointed Representative**;
16. any dispute relating to or in connection with any franchise agreement;
17. any **Legal Expenses** in connection with judicial review;
18. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with:
 - a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
 - b) insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
 - c) discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
19. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this Endorsement, the burden of proving the contrary shall be upon the **Insured**;
20. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive.

CONDITIONS

CANCELLATION

This Endorsement may be cancelled at any time on the instruction of the **Insured** in writing to the **Coverholder** and the premium shall be adjusted on the basis of the **Insurer** receiving or retaining short-term premium on the following basis:

Over 9 months unexpired Policy Period	-	50%
Over 6 months unexpired Policy Period	-	75%
Over 3 months unexpired Policy Period	-	90%
Less than 3 months unexpired Policy Period	-	100%

This Endorsement may also be cancelled by the **Insurer** on giving 30 days notice in writing to the **Insured** via the **Coverholder** and the premium shall be adjusted on the basis of the **Insurer** receiving or retaining pro rata premium.

If the **Insured** is placed in liquidation, receivership or administration or adjudicated bankruptcy or if any court application is made or meeting convened for any such purpose, this Policy will lapse on the happening of that event and the **Insured** shall be entitled to pro rata return of premium.

Cancellation under this condition shall not prejudice the rights of the **Insured** in respect of any cause, event or circumstance which has been notified to and consent granted by the **Claims Manager** during the **Policy Period**, provided that no return of premium shall be allowed if the **Insured** has notified a claim which has been or is subsequently accepted under this Endorsement.

NOTIFICATION

It is a condition precedent to the **Insurer's** liability under this Endorsement that the **Claims Manager** must be notified in writing immediately the **Insured** is aware of any cause, event or circumstance which has given rise or may give rise to a claim or legal proceedings involving the **Insured** as soon as that cause event or circumstance shall come to the attention of the **Insured**.

In the event that the **Claims Manager** is notified during the **Policy Period** of any cause event or circumstance which in the **Claims Manager's** reasonable opinion is likely to give rise to a claim or legal proceedings then any subsequent claim or legal proceedings which arises directly from that cause, event or circumstance shall be deemed to have been made during the **Policy Period**.

On receipt of the **Insured's** notification, the **Claims Manager** will forward to the **Insured** a claim form which must be completed and returned immediately.

CLAIMS MANAGER'S CONSENT

It is a condition precedent to the **Insurer's** liability under this Endorsement that the **Claims Manager's** consent to incur **Legal Expenses** must first be obtained in writing. This consent will be given by the **Claims Manager** if the **Insured** can satisfy the **Claims Manager** that it is reasonable to incur **Legal Expenses** and:

- a) there are in the view of the **Claims Manager** reasonable prospects of a successful defence or mitigation of the **Insured's** loss;
- b) in Criminal Defence claims where the **Insured** pleads guilty, there is in the view of the **Claims Manager** a reasonable prospect of a significant mitigation of the **Insured's** sentence or fine; or
- c) there are in the view of the **Claims Manager** reasonable prospects of a recovery of damages or other remedy.

In making this decision the **Claims Manager** will have regard (without limitation) to:

- the advice received by the **Claims Manager** concerning the merits of the **Insured's** case;
- the **Insured's** prospects of securing and enforcing any judgement;
- the amount of money in dispute in relation to the **Legal Expenses** likely to be incurred;
- the alternative methods available for protecting the **Insured's** interests.

The decision to grant or withhold consent will be based on the consideration of the opinion of the **Lawyer** and any other adviser the **Claims Manager** may deem it necessary to consult.

The **Claims Manager** at its discretion may require the **Insured** to participate in mediation or other forms of dispute resolution and provide assistance in settling disputes, the cost of which will be covered under this Endorsement subject to all other terms, conditions and limitations of this Endorsement.

The **Claims Manager** at its discretion may require the **Insured** to obtain an opinion from counsel or obtain an expert's report at the **Insured's** expense as to the merits of a claim or legal proceedings which must have regard to the same criteria as required by the **Claims Manager**. If that opinion indicates there are reasonable prospects, the **Insurer** will pay for the cost of the opinion within the Limit of Indemnity for that claim.

When the **Claims Manager** grants consent, the **Insurer** agrees to provide indemnity to the **Insured** within the terms, conditions, limitations, provisos and exclusions of this Endorsement. Such consent does not imply that all **Legal Expenses** shall be paid but only those which the **Claims Manager** has expressly agreed to.

If after consent has been granted by the **Claims Manager** it becomes apparent to the **Claims Manager** that the claim falls outside the terms, conditions, limitations, provisos and exclusions of the Endorsement such consent shall be withdrawn and no indemnity provided.

If after consent has been granted by the **Claims Manager** it ceases to be reasonable in the view of the **Claims Manager** to incur **Legal Expenses**, the **Claims Manager** may withdraw consent. **Legal Expenses** incurred up until that time will continue to be indemnified by the **Insurer**.

Notwithstanding any general consent granted, the **Insurer** limits its liability to the payment of **Legal Expenses** incurred solely for the purpose of indemnifying the **Insured** in respect of the claim or legal proceedings to which consent has been granted. **Legal Expenses** incurred for the routine presentation or administration of the **Insured's** affairs or expenses which would have been incurred in the normal course of the **Business of Insured** shall fall outside the indemnity provided under this Endorsement.

If the **Insured** elects to proceed with the pursuit or defence of a claim or legal proceedings to which consent has not been granted by the **Claims Manager** because there are not reasonable prospects and the **Insured** is successful in such a pursuit or defence, then the **Insurer** agrees to pay those **Legal Expenses** incurred after the **Claims Manager** refused consent subject to the terms, conditions and limitations of this Endorsement.

For the purposes of this clause, success shall mean a cost order or agreement to pay over 50% of incurred costs in favour of the **Insured** or an acquittal of the **Insured** or in respect of an appeal of any judgement or award of damages it is more likely than not to be successful. In respect of claims under the Employment Disputes SECTION, success shall be where the **Insured** is neither ordered to pay nor agrees to pay any compensation.

CONDUCT OF A CLAIM

CHOICE OF LAWYER

Where it is necessary that the **Insured** has recourse to a lawyer, the **Insured** may select the **Lawyer** only from the list of approved law firms, as amended from time to time, which shall be provided by the **Claims Manager** to the **Insured** upon request. In all cases the **Lawyer** shall be appointed to act in the name and on behalf of the **Insured** in any claim or legal proceedings to which the **Claims Manager** has given written consent. The **Lawyer** is not the agent of or employed by the **Claims Manager** or the **Insurer**.

The **Insurer** shall only be responsible to pay the **Lawyer's** normal hourly rate up to the **Fee Limit** set out in the **Declarations**. The **Insured** must pay the **Lawyer** any legal fees in excess of this amount. Any **Lawyer** the **Insured** chooses must disclose his or her chargeable rates and the rates of any staff.

ACCESS TO INFORMATION

The **Claims Manager** is entitled to receive from the **Lawyer** any information, document or advice in connection with any claim or legal proceedings even if such material is legally privileged. On request the **Insured** will give to the **Lawyer** any instructions necessary to secure the required access.

DISCLOSURE AND CO-OPERATION

The **Insured** must give the **Lawyer** all necessary help and information including a complete truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured's** possession. The **Insured** must search for, provide, obtain sign or execute all documents as required by the relevant court or tribunal rules or as recommended by the **Lawyer** and attend all meetings or conferences as requested. Cover may be withdrawn if the **Insured** fails to co-operate at all or within a reasonable time with the **Lawyer's** request.

PAYMENT OF LEGAL EXPENSES

All invoices relating to a claim that the **Insured** receives from the **Lawyer** should be forwarded to the **Claims Manager** immediately. If the **Claims Manager** so requires, the **Insured** must ask the **Lawyer** to submit their bill of costs for taxation or assessment by the appropriate Law Society, governing body or court.

The **Insured** shall be responsible for the payment of **Legal Expenses** invoices. The **Insurer** will, however, settle these directly with the **Lawyer** if requested to do so by the **Insured**. All invoices must be certified by the **Claims Manager** to the effect that all charges have been properly incurred and this will be deemed authority for the **Insurer** to settle the invoice directly with the **Lawyer**.

Only invoices in respect of **Legal Expenses** incurred with the consent of the **Claims Manager** and in the amount agreed with the **Claims Manager** shall be paid. The **Insured** shall personally pay the **Lawyer** the portion of **Legal Expenses** to be borne by the **Insured** as the **Excess**, and/or **Co-Insurance** and in excess of the **Limit of Indemnity** pursuant to this Endorsement.

INSTRUCTION OF COUNSEL AND EXPERTS

Where the **Lawyer** wishes to obtain the opinion of or instruct other counsel or experts, it must provide its reasons and seek and receive the prior written consent of the **Claims Manager**.

SETTLEMENT

It is a condition precedent to the **Insurer's** liability under this Endorsement that the **Insured** informs the **Claims Manager** in writing as soon as the **Insured** receives a payment into court, an offer to settle a claim or legal proceedings or an invitation to participate in a mediation or other form of dispute resolution. The **Insured** must not agree to settle any claim without the prior written consent of the **Claims Manager** which will not be unreasonably withheld or delayed. If the **Insured** rejects any offer to settle a claim by way of payment into court or otherwise which the **Claims Manager** considers reasonable and recommends acceptance of, then no further indemnity will be provided by the **Insurer** from the date of rejection by the **Insured**.

MINIMIZING COSTS

The **Insured** must take all reasonable measures to minimize the costs of any claim under this Endorsement including but not limited to pursuing settlement negotiations and must consider all reasonable settlement offers.

RECOVERY OF COSTS

Whenever the **Insured** is awarded costs or costs are included under the terms of any settlement, those costs are to be repaid to the **Insurer**. In every claim the **Insured** and the **Lawyer** shall make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, the **Insured** agrees that the **Lawyer's** appraisal of a fair and reasonable proportion of that settlement will be deemed costs and shall be due to the **Insurer**.

DISHONEST AND FRAUDULENT CLAIMS

If the **Insured** makes any claim under this Endorsement (or has made a claim under any other or previous Policy) which the **Insured** knows or ought to know to be false or fraudulent in any way, this Endorsement shall be cancelled ab initio and all rights of the **Insured** under this Endorsement including the premium shall be forfeit. The **Insurer** shall be entitled to recover any **Legal Expenses** previously paid.

INSOLVENCY OR LIQUIDATION OF THE INSURED

If the **Insured** becomes insolvent or bankrupt within the meaning of the Bankruptcy Act (Canada) or had property seized or attached in satisfaction of a judgement, had a receiver appointed, or taken action (if a corporation) with a view to winding up, dissolution or liquidation during the course of any claim or legal proceedings any consent previously given shall automatically be withdrawn unless expressly agreed in writing to the contrary by the **Claims Manager**.

PROVINCIAL SALES TAX (PST) AND/OR GOODS AND SERVICES TAX (GST) AND/OR HARMONIZED SALES TAX (HST)

If the **Insured** is registered for PST and/or GST and/or HST, the **Insurer** will not be liable to indemnify the **Insured** for the PST and/or GST and/or HST element of any **Legal Expenses** invoices.

PREMIUM

The **Premium** payable hereunder may be calculated by reference to the **Insured's** estimated annual gross sales and/or receipts during the **Policy Period**. The **Insured** must take all reasonable care in keeping business books, records and accounts which the **Insurer** has the right to examine at any time, upon reasonable notice, during the **Policy Period** and thereafter insofar as they relate to this coverage and the premium payable hereunder.

- a) The **Insured** undertakes that the **Premium** and applicable taxes will be paid in full to the **Coverholder** within thirty days of inception of this Endorsement (or, in respect of instalment premiums, when due).
- b) If the **Premium** has not been so paid to the **Coverholder** by the thirtieth day from the inception of this Endorsement (and, in respect of instalment premiums, by the date they are due) the **Insurer** shall have the right to cancel this Endorsement by notifying the **Insured** in writing via the **Coverholder**. In the event of cancellation, **Premium** is due to the **Insurer** on a pro rata basis for the period that the **Insurer** is on risk but the full **Premium** shall be payable to the **Insurer** in the event of a notification prior to the date of termination which gives rise to a claim under this Endorsement.
- c) It is agreed that the **Insurer** shall give not less than 15 days prior notice of cancellation to the **Insured**. If the **Premium** due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Endorsement shall automatically terminate at the end of the notice period.

GOVERNING LAW

This Endorsement shall be governed by and construed in accordance with the laws of Canada. Any terms of this Endorsement which are in conflict with the statutes of the province where the Endorsement is issued are amended to conform to such statutes.

INTERPRETATION

In this Endorsement:

- a) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Endorsement;
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this Endorsement.

NOTIFICATIONS

All communications, documents or notices, other than in respect of claims, which this Endorsement requires the **Insured** to deliver, must be made to the **Coverholder** at the address stipulated in the **Declaration**.

In respect of claims under this Endorsement the **Insured** must contact and send all communications to the **Claims Manager** at the following address:

Cameron & Associates
121 King Street West, Suite 1100
Toronto, ON M5H 3X7
Canada
Email: claims@trinityunderwriting.ca

The **Insured** is deemed to have received all correspondence, documents and notices within four days of the date of mailing if sent in writing by ordinary mail to the address as last declared to the **Insurer** or in relation to any matters arising out of any claim or legal proceedings if sent to the **Lawyer**.

RESOLUTION OF DISPUTES

Any dispute between the **Insured** and the **Insurer** relating to the application or interpretation of this Endorsement which is not resolved by the parties within fifteen (15) days written notice thereof given by one party or the other shall be subject to mediation. In this event, the **Insured** and the **Insurer** will mutually agree on the nomination of a mediator or where such agreement is not made the **Insured** and the **Insurer** will request the court of competent jurisdiction to appoint a person to mediate the dispute. The **Insured** and the **Insurer** agree to co-operate with the mediator with the view to resolving the dispute. The **Insured** and the **Insurer** shall share the costs of the mediation services in equal proportions.

ARBITRATION

Any dispute that can not be resolved by mediation in accordance with Resolution of Disputes above may be submitted by either party to a single arbitrator who shall be either a lawyer agreed upon by the parties or, failing agreement, a person appointed by a judge of the Supreme Court (or equivalent) of the province or territory in which the **Insured** has its principal office. Such arbitration shall be governed by the arbitration legislation in force in the aforesaid province or territory. The decisions of the arbitrator shall be final and binding on the **Insured** and the **Insurer** and arbitration costs shall be paid in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs. If the decision is made in the **Insurer's** favour, no costs shall be recoverable by the **Insured** under this Endorsement.

DEFINITIONS

"Any One Claim" means all claims or legal proceedings arising from the same originating cause or series of events or occurrences attributable to one originating cause.

"Appointed Representative" means an accountant or other suitably qualified person to act on behalf of the **Insured** in respect of a **Tax Audit** who is approved by the **Claims Manager** and is on the list of approved firms provided by the **Claims Manager**, to act in the name of and behalf of the **Insured** in accordance with the terms, conditions, limitations, provisos and exclusions of this Endorsement.

"Broker" means as specified in the Declarations.

"Business of Insured" means as specified in the **Declarations**.

"Claims Manager" means the company stipulated in the **Declarations** or appointed subsequently by the **Insurer** which is authorised to handle and administer claims under this Endorsement on the **Insurer's** behalf and to whom any notification of a claim must be made.

"Contract for Services" means a contract made between the **Insured** and a **Contracting Party** whereby one of the parties provides a service in connection with the **Business of Insured** to the other for monetary consideration.

"Contracting Party" means a company, firm or individual who has a direct contractual relationship with the **Insured**.

"Coverholder" means Trinity Underwriting who are responsible for issuing the **Insured** with a Endorsement of insurance as agreed by the **Insurer**.

"Criminal or Statutory Proceedings" means offences pursuant to the *Criminal Code (Canada)*, the *Controlled Drugs and Substances Act*, the *Food and Drugs Act (Canada)*, the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Workplace Hazardous Materials Information Services Act*, and any other provincial, territorial or federal statutes or regulations which prescribe offences punishable on summary conviction or by indictment.

"Due Date" means the date on which monies owed to the **Insured** become due and payable.

"Employee" means any person in an employee relationship with the **Insured** and who is currently on the Insured's payroll, and for whom the **Insured** remits income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of or a portion of the **Policy Period**.

"Deductible" means the amount specified in the **Declarations** the **Insured** must bear in **Legal Expenses** in respect of **Any One Claim** before the **Insurer** is liable to provide any indemnity under this Endorsement.

"Goods" means tangible, moveable property and excluding interests or rights in **Property**.

"Injury" means bodily injury or death but does not mean any sickness, disease or naturally occurring condition or degenerative process.

"Insured" means the corporation, registered general partnership or sole proprietor named as **Insured** in the **Declarations** and who is insured under this Endorsement including jointly and severally at the **Insured's** request any director, officer, partner or **Employee** of the **Insured** while acting on behalf of the **Insured** for acts within the scope of their employment.

"Insurer" means certain Lloyd's Underwriters, London, England.

"Lawyer" means the legal representative selected by the **Insured** and approved by the **Claims Manager**, who is on the list of approved law firms provided by the **Claims Manager**, to act in the name of and behalf of the **Insured** in accordance with the terms, conditions, limitations, provisos and exclusions of this Endorsement.

"Legal and Professional Expenses" means

- a) fees, expenses and disbursements and costs and expenses of expert witnesses reasonably incurred by the **Lawyer** and/or **Appointed Representative**, subject to the **Fee Limit** set out in the **Declarations**, with the **Claims Manager's** prior written consent;
- b) all costs reasonably and properly incurred by the **Claims Manager** and the costs of providing the **Telephone Legal Advisory Service** to the **Insured**;

- c) costs incurred by other parties to which the **Insured** is held liable in court or tribunal proceedings to pay or which the **Insured** agrees to pay with the **Claims Manager's** prior written consent but excluding any costs which the **Insured** may be ordered to pay by a court or tribunal adjudicating on **Criminal or Statutory Proceedings**.

"Minimum Sum in Dispute" means the amount specified in the **Declarations**.

"Policy Period" means the period as specified in the **Declarations**.

"Premium" means the amount specified in the **Declarations**.

"Professional Duty" means contractual, tortious or fiduciary duties owed to or by the **Insured** to or by another company, partner, firm or individual or a director or employee thereof in connection with the provision of professional services or advice, for which there is a requirement to have professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.

"Property" means land (including buildings thereon) or an interest in land.

"Retroactive Date" means the date specified in the **Declarations** after which the cause, event or circumstance giving rise to a claim or legal proceeding by or against the **Insured** must have occurred.

"Sum in Dispute" means the sum in dispute between the **Insured** and a **Contracting Party**.

"Tax Audit" means the receipt by the **Insured** from the Canadian Revenue Agency or other similar Canadian provincial agency of:

- a) notification of an audit or investigation under *the Income Tax Act, R.S.C. 1985 c.1 (5th Supp.)*, *Excise Tax Act, R.S.C. 1985, c. E-15* or any Provincial statute that covers Provincial retail sales tax matters; or
- b) a subpoena following an audit or investigation; or
- c) a request for additional tax monies to be paid by the **Insured** following its re-assessment; arising out of the **Business of Insured**.

"Telephone Legal Advisory Service" means the telephone advisory service stipulated in the **Declarations**.

"Territorial Limits" means as specified in the **Declarations**.

SCHEDULE A

ATTACHING TO AND FORMING PART OF
COMMERCIAL LEGAL EXPENSE INSURANCE

It is hereby agreed and understood that the statutes referred to in SECTION B (EMPLOYMENT DISPUTES) of this Endorsement are:

Saskatchewan	Labour Standards Act Wages Recovery Act The Saskatchewan Human Rights Code	Ontario	Employment Standards Act, 2000 Employers and Employees Act Human Rights Code
British Columbia	Employment Standards Act Human Rights Code	Nova Scotia	Labour Standards Code Human Rights Act
Manitoba	The Employment Standards Code The Human Rights Code	North West Territories	Labour Standards Act Wages Recovery Act Fair Practices Act
New Brunswick	Employment Standards Act Human Rights Act	Alberta	Employment Standards Code Masters and Servants Act
Newfoundland	Labour Standards Act Human Rights Code 1988	Yukon	Employment Standards Act Human Rights Act
Prince Edward Island	Labour Act Human Rights Act	Quebec	An Act Respecting Labour Standards Charter of Human Rights and Freedoms
		Nunavut	Human Rights Act Labour Standards Act Workers' Compensation Act

All statutes listed above shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within Canada.