



**COMMERCIAL INSURANCE POLICY**

**POLICY NUMBER** SR045739

**MASTER POLICY NUMBER**

**REPLACES NUMBER**

**PURPOSE OF DOCUMENT** Renewal Policy

For Purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' Insurance business in Canada.

**THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE**

**POLICY DECLARATIONS**

**Name of Insured** 2233689 Alberta Inc.  
O/A Roller Derby Canada

**Mailing Address** 14020 119 St  
Edmonton, AB  
T5X 5G7

**Policy Period (MM/DD/YYYY)** **From** **01/01/2023** **To** **01/01/2024**  
12:01 AM 12:01 AM

In return for the payment of the premium, and subject to all terms of this policy we agree with you to provide the insurance as stated in this policy

Form #	Coverage	Limit of Liability	Retentions
DA10000	Directors and Officers	\$1,000,000	\$1,000 each claim in respect of Loss covered under Insuring Clause I.A. \$1,000 each claim in respect of Loss covered under Insuring Clause I.B.

**Wordings and Endorsements**

Form #	Form #
End 1	Prior and Pending Litigation Exclusion LSW1814
End 2	Wrongful Act Exclusion NMA1978a
LMA3100	Sanction Limitation and Exclusion Clause NMA2920
LMA5396	Communicable Disease Exclusion 5165
LMA5528	Cyber and Data Exclusion 5186a
LMA5096	Several Liability Clause
LSW1542F	Lloyd's Underwriters' Policyholders' Complaint Protocol
LSW1543D	Notice Concerning Personal Information
LSW1565C	Code of Consumer Rights & Responsibilities
	Statutory Conditions – Alberta
	Nuclear Incident Exclusion
	War & Terrorism Exclusion Endorsement
	English Language Policy Wording Acknowledgment
	Illegal Substances & Activities Exclusion
	Special Risk Disclosure Notice
	Special Risk Privacy Policy
	Special Risk Cancellation Form
	Short Rate Cancellation Table

**Created On: 1/5/2023 / GUC**

**Claims: Please report claims to your insurance broker or to [claims@srin.ca](mailto:claims@srin.ca), or visit our website at [www.srim.ca](http://www.srim.ca)**

**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 in the Table attached to Agreement No. **B0702BB302490Q** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned**



\_\_\_\_\_  
**Authorized Representative**

**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 in the Table attached to Agreement No. **B0702BB306180Q** (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 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, Montréal, Québec H3B 4N8.

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**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned**



\_\_\_\_\_  
**Authorized Representative**

**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 in the Table attached to Agreement No. . **B0702BB310740Q** (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 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, Montréal, Québec H3B 4N8.

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**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned**



\_\_\_\_\_  
**Authorized Representative**

**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 in the Table attached to Agreement No. . **B0702BB311340P** (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 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, Montréal, Québec H3B 4N8.

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**Countersigned**



\_\_\_\_\_  
**Authorized Representative**

## SUBSCRIPTION FORM

IN CONSIDERATION OF THE INSURED having paid or agreed to pay the premium set against the name of each INSURER named in the schedule of subscribing Companies forming part hereof or to INSURERS whose names are substituted therefor or added thereto by endorsement, herein after called "THE INSURERS",

THE INSURERS SEVERALLY AND NOT JOINTLY, each for the proportion or for the sum insured and for the Coverages set against its name in the schedule of subscribing companies hereunder, agree with the INSURED named in the Declarations herein to insure as provided and limited in this Policy, its Riders and Endorsements.

The liability of The Insurers individually under this Policy shall be limited to that proportion of the loss payable under this Policy which the sum or proportion set against the name of the Individual Insurer in the schedule of subscribing Companies hereunder, or such other sum or proportion as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of this Policy and its Riders and Endorsements.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", or "This Company", reference has been 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 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
- (b) That proportion of the interest of THE INSURED in the property which the sum corresponding to the percentage of the sum 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 corresponding to the percentage of the sum 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,





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 the 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

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Lloyd's Underwriters under Contract No. <b>BB302490Q</b> / Unique Market Reference No. <b>B0702BB302490Q</b> , as arranged by Special Risk Insurance Managers Ltd.	67	Liability	65%		n/a	
Lloyd's Underwriters under Contract No. <b>BB306180Q</b> / Unique Market Reference No. <b>B0702BB306180Q</b> , as arranged by Special Risk Insurance Managers Ltd.	A3	Liability	22%		n/a	
Lloyd's Underwriters under Contract No. <b>BB310740Q</b> / Unique Market Reference No. <b>B0702BB310740Q</b> , as arranged by Special Risk Insurance Managers Ltd.	AH	Liability	12%		n/a	
Lloyd's Underwriters under Contract No. <b>BB311340P</b> / Unique Market Reference No. <b>B0702BB311340P</b> , as arranged by Special Risk Insurance Managers Ltd.	AT	Liability	1%		n/a	

## **D&O ENDORSEMENT 1 – PRIOR AND PENDING LITIGATION EXCLUSION**

Attached to and forming part of the policy.

Principal Organization: As per declarations page

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause IV **EXCLUSIONS** is amended by the addition of the following exclusion:

“based upon, arising out of, directly or indirectly resulting from or in consequence, of, or in any way involving:

1. any prior and/or pending litigation as of **01/01/2022** or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the facts or law upon which such **Claim** is predicated”

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

## **D&O ENDORSEMENT 2 – WRONGFUL ACT EXCLUSION**

Attached to and forming part of the policy.

Principal Organization: As per declarations page

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause IV **EXCLUSIONS** is amended by the addition of the following exclusion:

“based upon, arising out of, directly or indirectly resulting from or in consequence, of, or in any way involving:

1. any Wrongful Act actually or allegedly committed prior to **01/01/2022** or
2. any Wrongful Act occurring on or subsequent to such date which, together with a Wrongful Act occurring prior to such date, would constitute Interrelated Wrongful Acts.”

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

## **DISCLOSURE NOTICE UNDER THE FINANCIAL INSTITUTIONS ACT**

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to the customer in writing at the time of entering into an insurance transaction.

1. **Special Risk Insurance Managers Ltd.** is licensed as a Managing General Agency by the Insurance Council of British Columbia.
2. This transaction is between you and **Underwriters at Lloyd's through Special Risk Insurance Managers Ltd.**
3. In soliciting the transaction described above, the broker is representing **Special Risk Insurance Managers Ltd.** who does business with the insurer.
4. The nature and extent of the insurer interest in **Special Risk Insurance Managers Ltd.** is none.
5. Upon completion of this transaction, the broker will be remunerated by way of commission or fee by **Special Risk Insurance Managers Ltd.**
6. The Financial Institutions Act prohibits the insurer from requiring you to transact additional or other business with the insurer or any other person or corporation as a condition of this transaction.
7. In accordance with the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada

**Insured:** As per declarations page

**Policy:** As per declarations page

**Date:** As per declarations page



## **Special Risk and Your Privacy**

*Special Risk Insurance Managers Ltd. is committed to protecting the privacy, confidentiality, accuracy and security of the personal information that it collects, uses, retains and discloses in the course of conducting business.*

### **Building Relationships with You**

To build a lasting relationship with you, and to provide you with requested products, services and advice, we need certain information. The information we gather about you varies, depending on your desired product or service. “Personal information” is information – oral, electronic or written – about an identifiable individual, including (but not limited to):

- **name, address and telephone number**
- **age, gender, family and marital status**
- **driving record**
- **previous insurance and claims experience**
- **medical and health information**
- **employment information**
- **banking information, credit rating, payment records**
- **identification numbers**
- **assets and liabilities**

### **Using Your Personal Information**

As part of our relationship with you, we may collect, use and disclose your personal information to:

- **identify you**
- **understand your needs**
- **confirm your application information and assess your eligibility for products and services**
- **provide you with ongoing services, establish and maintain communication, and to respond to your inquiries**
- **investigate and settle your claims, and determine your eligibility for benefits**
- **provide information that may be of interest to you**
- **meet regulatory requirements**

We may collect, use and disclose your information with your Broker, other insurers, insurance reporting agencies, credit bureaus, and/or any other person, corporation, firm or enterprise (such as the Motor Vehicle Licensing Bureau). This would **only** be done as reasonably required for the purposes stated above.

Before using your information for any purpose other than those listed above, we or your Broker will explain the purpose and obtain your consent. We do not sell client lists nor do we collect, use or disclose your personal information without your consent, except where authorized by law. *We do not share your health information without your express consent.*

Except as otherwise stated in this brochure, Special Risk will **not** use your personal information to offer other products or services from us, from any companies affiliated with us or from any of our business partners. This is what your insurance Broker does for you. If you have any questions about what your insurance Broker does with your personal information, please contact their office for details on their policies and procedures with respect to your private data.





## Your Rights

As a valued client of Special Risk, you have the right to access your personal information and request changes if required. It is also your legal right to deny us the use or disclosure of your information for certain purposes, or to choose not to provide us with some or all of your personal information. Please note however, that we only collect information that is necessary to determine your eligibility for coverage, process your business and handle your claims. Therefore, should you exercise this right and refuse to provide the required information, we will not be able to provide you with the requested products or services.

By providing your consent for us to collect, use and disclose your personal information, we can better provide you with services and products, information and counsel.

Special Risk notifies your Broker of special product offers, contests, community events, new discounts, coverages, products and services. Be sure to let your Broker know if you would like to receive this information.

Once Special Risk has issued a policy to you, you may not withdraw your consent. This is necessary since we may be required to use your personal information in the normal course of handling your business, past and present. For example, we may need to contact you in the event of a claim.

## Our Commitment To You

Maintaining the security of your personal information is a top priority. Only authorized personnel have access to your information. Our systems and procedures are designed to prevent the loss, misuse, unauthorized access, disclosure, alteration, and destruction of your information. Our commitment to security is emphasized in our Code of Ethics and extends to the contracts and agreements that we sign with external suppliers and service providers. We will only retain your information for as long as required for the purposes for which it was collected and/or any legal or regulatory requirements.

## Privacy Questions, Comments or Requests?

If you have any questions, comments, concerns or requests pertaining to our privacy policy – please feel free to:

- talk to your broker
- contact us at:  
Special Risk Insurance Managers Ltd.  
Privacy Compliance Officer  
#103-8411-200<sup>TH</sup> Street,  
Langley, BC  
V2Y 0E7  
Tel: (604) 888-0050  
Toll Free: 1-800-993-6388  
Fax: (604) 888-1008

**Note:** The Privacy Policies of Insurers/Underwriters at risk are also available upon request.

**Note:** For Quebec Residents:

**If a conflict arises between Federal and Quebec privacy legislation for events occurring in the province of Quebec, then Quebec privacy legislation shall prevail.**



**CANCELLATION OF  
INSURANCE**

*Effected with certain Lloyd's Underwriters  
(hereafter called the "Insurer", through*

**SPECIAL RISK INSURANCE MANAGERS LTD.**  
Langley, British Columbia



We hereby agree that policy (certificate) number: \_\_\_\_\_

issued on behalf of: **LLOYD'S UNDERWRITERS**

in the name of: \_\_\_\_\_  
\_\_\_\_\_

together with renewal certificates relating thereto,  
be declared null and void as of: \_\_\_\_\_

and that the Insurer be relieved from all liability there under as from said date.

Signature of Insured: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Signature of Mortgagee: \_\_\_\_\_



Date of cancellation: \_\_\_\_\_

Date of Inception: \_\_\_\_\_

Period in force: \_\_\_\_\_

Whole premium: \_\_\_\_\_

Earned premium: \_\_\_\_\_

Refund: \_\_\_\_\_

State whether the refund is calculated:  Pro Rata  Short Rate

Reason: \_\_\_\_\_

State new number if replaced: \_\_\_\_\_



**SHORT RATE CANCELLATION TABLE:**

**A) For Insurances written for one year:**

Days insurance in force	Percent of one Year premium	Days insurance in force	Percent of one year premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32	19	210 - 214	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246	74
59 - 62	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	52	361 - 365	100

- B) For insurances written for more or less than one Year:**
- 1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.**
  - 2. If insurance has been in force for more than 12 months;**
    - a) Determine full annual premium as for an insurance written for a term of one year.**
    - b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.**
    - c) Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.**

**LLOYD'S**

**SANCTION LIMITATION AND EXCLUSION 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 or United States of America.

15/09/10

**LMA3100**

## SEVERAL LIABILITY CLAUSE

### **PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

## COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

## CYBER AND DATA EXCLUSION

(for attachment to Canadian Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
  - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; or
  - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

### Definitions

4. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
5. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
6. **Cyber Incident** means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**
7. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.



**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](mailto: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](http://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.qc.ca](http://www.lautorite.qc.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](http://www.fcac-acfc.gc.ca)

## PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION

### Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

### What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

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

### How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

### **Authority to collect, use and disclose personal information**

When you share information with us for particular purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

### **Retention and security**

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

### **How to access your personal information**

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

## **Changes**

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

## **How to contact us**

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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## 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.

**STATUTORY CONDITIONS  
(Alberta)**

**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 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 subparagraph (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 subparagraph (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 subparagraph (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 practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as 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 subparagraph (1) (a) of this condition starts to run on the day 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 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 cost 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) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (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 or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss 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 subparagraph (1) of this condition.

### **Entry, control, abandonment**

- 10. After loss 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 subparagraph (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 agency 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.

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA**  
(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

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 policy 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 utilising 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 Policy to which it is attached.

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## **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provisions 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 this purpose of this endorsement an act of terrorism mean 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.

**DIRECTORS AND OFFICERS LIABILITY AND ORGANIZATION  
REIMBURSEMENT INSURANCE POLICY**

**Please read this Policy carefully**

**NOTICE:** This Policy subject to its terms applies only to any **Claim** made against the Directors and Officers during the **Policy Period**. The Limit of Liability available to pay damages or settlements shall be reduced and may be exhausted by amounts incurred as **Costs, Charges and Expenses** and these shall be applied to the retentions. This Policy does not provide for any duty by the Insurer to defend those insured under the Policy.

**PREAMBLE**

The Declarations along with the completed signed Application, including attachments, and the Policy with Endorsements shall constitute the contract between the **Organization**, its **Directors and Officers** and the Insurer.

**I. INSURING CLAUSE**

- A. To pay on behalf of the **Directors and Officers** for **Loss** sustained as a result of any **Claim** arising from a Wrongful Act except for **Loss** which is covered under Insuring Clause IB.
- B. To pay on behalf of the **Organization** for **Loss** sustained as a result of any **Claim** arising from a **Wrongful Act** where an indemnity has been given or is required or permitted by law to be given to the **Directors or Officers** by the **Organization**.

**II. EXTENSION**

**Optional Extension Period.**

If this Policy is cancelled or not renewed by the Insurer for any reason other than non-payment of premium, the **Organization** has the right to purchase an Optional Extension Period of 180 days following the effective date of cancellation or non renewal. However, coverage during the Optional Extension Period shall only apply to **Claims** made in respect of **Wrongful Acts** committed prior to such effective date.

In order to invoke the Optional Extension Period:

1. the **Organization** must give written notice within 30 days before the effective date of cancellation or non renewal.
2. the **Organization** must pay an additional premium calculated at 50% of the premium shown in Item 5. of the Declarations. This premium shall be fully earned and non refundable in whole or in part.

The purchase of the Optional Extension Period does not increase the Limit of Liability shown in Item 3. of the Declarations.

### III. DEFINITIONS

- A. **Claim** shall mean any judicial or administrative proceeding initiated against a **Director or Officer** for damages or other relief.
- B. **Costs, Charges and Expenses** shall mean legal fees, and expenses incurred in defending, investigating or monitoring a Claim and appeals and the cost of appeal, attachment or similar bonds, excluding salaries and expenses of any **Director or Officer** of the **Organization**.
- C. **Directors and Officers** shall mean any persons who were, are now or shall be directors or officers of the **Organization** and shall include employees, trustees, volunteers or committee members and any other person acting on behalf of the **Organization**. In the event of death or bankruptcy the above shall include their estates, heirs, legal representatives or assigns.
- D. **Loss** shall mean damages, judgments, settlements and **Costs, Charges and Expenses**, excluding:
  - 1) Punitive or exemplary damages
  - 2) criminal or civil fines or penalties
  - 3) taxes;
  - 4) matters deemed uninsurable under law.
- E. **Organization** shall mean:
  - 1) The entity named in Item 1 of the Declarations and any **Subsidiary**;
  - 2) those affiliated organizations but only when listed in a Schedule of affiliated organizations attached to this Policy.
- F. **Policy Period** shall mean the period shown in Item 2 of the Declarations plus the Optional Extension Period if applicable.



- G. **Subsidiary** shall mean any non-profit entity which is more than 50% owned by the organization.
- H. **Wrongful Act** shall mean any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Directors and Officers**, individually or collectively, in the discharge of their duties solely in their capacity as **Directors and Officers** of the **Organization**.

#### IV. EXCLUSIONS

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Directors and Officers**:

- A. for actual or alleged:
  - 1) libel/slander or defamation;
  - 2) bodily injury, sickness, disease or death;
  - 3) damage to, destruction of, or loss of use of any tangible property.
- B. directly or indirectly resulting from or any **Wrongful Act** or circumstances or situation which has been the subject of any notice given under any prior policy.
- C. based upon or arising out of:
  - 1) the **Directors and Officers** gaining any personal profit or advantage to which they were not legally entitled;
  - 2) the return by the **Director and Officer** of remuneration to which they were not legally entitled.
- D. which is insured under any other existing policy regardless of whether such **Claim** is collectable or recoverable. However, this exclusion shall not apply to **Loss** which exceeds the retention or deductible and limit of such other existing policy.
- E. directly or indirectly resulting from actual or alleged seepage, pollution or contamination of any kind.
- F. for any dishonest or fraudulent act or omission.
- G. of any **Subsidiary**, directly or indirectly relating to any **Wrongful Act** occurring prior to the date such entity became a **Subsidiary**.

- H. for an accounting of profits made from the purchase or sales by the **Directors and Officers** of securities of the **Organization**.
- I. for Nuclear Liability described in the attached endorsement.
- J. by or at the behest of the **Organization**.
- K. by or on behalf of any other **Director or Officer** except and to the extent that such **Claim** is in the form of a cross claim, third party claim or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded by the terms of this Policy.
- L. actual or alleged discrimination including but not limited to discrimination based on religion, race, creed, sex, age, marital status, sexual preference, political beliefs, physical or mental disability.
- M. which arises out of or is attributable to the failure to effect or maintain insurance either for the **Organization** or its members.
- N. which arises out of or is attributable to any property ownership or transactions.
- O. for any actually or alleged wrongful dismissal, including but not limited to:
  - 1) any liability assumed by the **Organization** under contract or agreement;
  - 2) severance pay or allowances required to be paid by statute or required under the terms of an employment contract or a collective agreement;
  - 3) any amount that would have been payable if the employee had been rightfully dismissed;
  - 4) any **Claim** arising out of dismissal due to redundancy or a dispute with organized labor or a union grievance procedure;
  - 5) any **Claim** arising out of the cost of defending a wrongful dismissal suit.
- P. which **Claim** is brought in a jurisdiction outside of Canada.

**Note:** Any **Wrongful Act** pertaining to any **Director and Officer** shall not be imputed to any other person for the purpose of determining the applicability of Exclusions C.1), C.2) and F.

## V. **LIMIT OF LIABILITY**

The limit of Liability, as shown under Item 3. of the Declarations, shall be the maximum aggregate amount payable thereunder inclusive of **Costs, Charges and Expenses**.

## VI. RETENTION

- A. No **Loss** shall be paid by the Insurer until the applicable retention is exceeded.
- B. If more than one **Claim** arises from the same **Wrongful Act**, then it will be deemed a single **Claim**.
- C. The Retention amounts are shown under Item 4. of the Declarations.

## VII. GENERAL CONDITIONS

### A. **Warranty and Severability Clause:**

- 1. The application for this Policy is considered as part of the Policy, which is issued based upon the statements contained in the application and in reliance on any other material submitted to the Insurer.
- 2. In the event that material misrepresentations have been made within the application, then this Policy shall be void and of no effect.
- 3. This Policy is a severable contract or series of contracts with each of the **Directors and Officers**. This does not increase the Limit of Liability shown in Item 3. of the Declarations.

### B. **Cancellation:**

This policy may be cancelled:

- 1. by the **Organization** giving written notice in which event a return of premium calculated at short rate will be made.
- 2. by the Insurer giving written notice, but such notice must be given 30 days before the effective date of cancellation. In this event a pro rata premium will be made.

### C. **Authorization:**

It is agreed that the **Organization** shall act on behalf of the **Directors and Officers** in matters concerning this Policy including cancellation and the giving of notice.

### D. **Subrogation:**

In the event of payment under this Policy, the Insurer has the right of subrogation against any person or entity.

E. **Assignment:**

This policy may not be assigned without the Insurer's consent.

F. **Changes:**

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the terms of this Policy, nor shall the terms be waived or changed except by written endorsement issued to form a part of the Policy.

G. **Settlements:**

The **Organization** or the **Directors and Officers** will not, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense without the Insurer's consent, such consent not to be unreasonably withheld.

H. **Notification:**

1. In the event of a **Claim**, notice must be given to the Insurer as soon as practicable, but in no event later than 60 days after such **Claim** is first made.
2. If during the **Policy Period**, the **Organization** or the **Directors and Officers** become aware of a **Wrongful Act** which they believe will lead to a **Claim**, notice must be given to the Insurer as soon as practicable, but in no event later than 60 days after the **Directors and Officers** become aware of such **Wrongful Act**. Any **Claim** arising out of such **Wrongful Act** shall then be deemed to have been made during the **Policy Period**. Such notice must state why it is believed that a **Claim** will be made.

I. **Adjustment:**

1. If the **Organization** acquires or creates a **Subsidiary** subsequent to the inception of the Policy, the following provisions apply:
  - a. Coverage hereon shall attach from the date of acquisition or creation for subsequent acts.
  - b. If the **Subsidiary** exceeds 10% of the Consolidated Assets of the **Organization** as listed in the Declarations, then full information must be supplied to the Insurer within 60 Days. In this event the Insurer reserves the right to charge an additional premium and if deemed necessary, to alter the terms of the Policy.

2. From the date that an entity ceases to be a **Subsidiary** during the **Policy Period** or ceases to be a **Subsidiary** during any policy which this is a renewal, the following provisions apply:

a. There shall be no coverage for subsequent **Wrongful Acts**

b. Coverage shall continue for the remainder of the **Policy Period** including the Optional Extension Period if applicable for **Claims** arising from prior **Wrongful Acts**

J. **Assistance and co-operation in the event of Loss:**

The **Directors and Officers** and the **Organization** agree to provide the Insurer with such information, assistance and co-operation as the Insurer and/or its counsel may reasonably request, and they further agree that they shall not take any action which in any way increases the Insurer's exposure for **Loss** under this Policy resulting from any **Claim**.

K. **Jurisdiction Clause:**

It is agreed that in event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the **Organization** or its **Directors and Officers**, will submit to the jurisdiction of any court of competent jurisdiction within Canada and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

## **ENGLISH LANGUAGE POLICY WORDING ACKNOWLEDGEMENT FORM**

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that the policy and policy wordings as agreed upon by the Insured and conveyed to the Insured by the Retail Broker, shall be provided in English Language only.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

## ILLEGAL SUBSTANCE AND ILLEGAL ACTIVITY EXCLUSION

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that this insurance excludes all liability arising from:

- (a) loss or damage however caused which results, directly or indirectly, from any Illegal Substance Activity.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured or Additional Insured seeking damages.

The following is added to the Definition contained in Definitions section of the policy wordings.

**“Illegal Substance”** means any substance that is not legal for the insured or any other party of interest, employees or agents of the insured or any person to whom the Insured’s property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in Schedule of the *Controlled Drugs and Substances Act* currently in force.

**“Illegal Substance Activity”** means any activity relating to the growing, propagating or harvesting, manufacturing, distributing, storing or selling of any Illegal Substance.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.