

**Professional Liability Insurance
Declaration Pages
Master Policy 5E82269D4**



*Intact Insurance Company
700 University Avenue, Suite 1500
Toronto, ON M5G 0A1*

Sponsor Entity: Virtgate

Name and Postal Address of First Named Insured

As per the Certificate of Insurance

Broker 52438

EasyInsure, a division of Belyer Insurance Limited

PO Box 489, Station A
Windsor, Ontario, N9A 6M6

General Information

Intact Insurance Company hereinafter called the Insurer.

Type of Documents NEW BUSINESS

Policy Period **From** November 1, 2026 **To** November 1, 2027

12:01 A.M. local time at the postal address of the **Insured** shown above.

Insured's Business Operations As described in "Master Policy Amendatory Endorsement With Sponsor Entity (0926) Endorsement"

Billing Method Agency Bill

This policy contains a clause(s) that may limit the amount payable.

A handwritten signature in black ink, appearing to read "R. Wright".

Executive Vice President
Global Specialty Lines

In consideration of the premium stated, the insurer will indemnify the Insured with the Terms and Conditions of the Policy.

The Policy is issued subject to the Declaration Page(s), Coverage Agreements, Exclusions, Definitions, Conditions, and Limits as well as the Riders, Endorsements or Amendments brought to this policy which may from time to time be added to form part of this Policy.

Whenever used in the Declaration Page(s) or in the Forms and Endorsements forming part of this insurance contract, the expression "Policy" means this/these Declaration Page(s) and all the Forms, Riders, Endorsements and Amendments brought to this Policy forming part of this insurance contract for each Coverage.

Notwithstanding any contrary provision, the Coverage provided under any Form or Endorsement attached to this Policy does not extend to any other Form or Endorsement, unless such Form or Endorsement specifies that its Coverage extends and applies to this other Form or Endorsement.

In accepting this Policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this Policy, any previous policy stated in the Declaration Page(s) is replaced by this Policy, including all renewals attaching thereto.

Policy 5E82269D4
Professional Liability

Professional Liability			
Coverage	Form	Deductible \$	Limit of Insurance \$
Legal Guard Information	G019-1		
Trade and Economic Sanctions – Additional Condition	G055-1		
Professional Liability – General Terms and Conditions	P600-1		
Policy Aggregate Limit of Liability			
Professional Liability Coverage Section	P601-1		
- A -- Professional Liability Coverage			
- A -- i) Each Claim		\$ 1,000	As per Certificate of Insurance
- A -- ii) Aggregate			As per Certificate of Insurance
- B -- Vicarious Liability Coverage			
- B -- i) Each Claim		\$ 1,000	As per Certificate of Insurance
- B -- ii) Aggregate			As per Certificate of Insurance
- C -- Personal Injury Coverage			
- C -- i) Each Claim		\$ 1,000	\$ 250,000
- C -- ii) Aggregate			\$ 250,000
- D -- Disciplinary Proceedings Expenses Coverage			
- D -- i) Each Claim		\$ 1,000	\$ 50,000
- D -- ii) Aggregate			\$ 50,000
- E -- Crisis Management Expenses Coverage			
- E -- i) Each Claim		\$ 1,000	\$ 50,000
- E -- ii) Aggregate			\$ 50,000
- F - Pre-Claim Expenses Coverage			Included
Coverage Section Aggregate Limit of Liability			As per Certificate of Insurance
Privacy Breach Coverage	P602-1		
- A -- Privacy Breach Expense Coverage		\$ 1,000	As per Certificate of Insurance
- B -- Privacy Breach Liability Coverage		\$ 1,000	As per Certificate of Insurance
Privacy Breach Coverage Section Aggregate			As per Certificate of Insurance
Declaration of Emergency Extension Endorsement	P636-1		
Statutory Conditions Endorsement	P689-1		
Securities Exclusion Endorsement With Mutual Funds And	P688-1		
Guaranteed Investment Certificate Exception			

Policy 5E82269D4
Professional Liability

Professional Liability

Non-Authorized Securities Exclusion Endorsement	P679
Master Policy Amendatory Endorsement With Sponsor Entity (0926)	GE0001
Financial Products and Services Amendatory Endorsement (0926)	GE0002
Master Policy Distribution of Financial Products and Services	GE0003
Regulatory Endorsement (0926)	GE0004
Liberalization Endorsement (0326)	



Emergency number

If you have a serious loss after regular hours,
please call:

1 866 464 2424

Policy 5E82269D4

Professional Liability

General Terms and Conditions

THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD, WITH DEFENCE EXPENSES INCLUDED IN THE LIMITS OF LIABILITY (EXCEPT TO THE EXTENT THE INSURANCE LAWS OF THE PROVINCE OF QUEBEC APPLY). PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the payment of the premium, and in reliance upon all statements made and information furnished to the Insurer shown in the Declarations Page including the **Application**, and subject to the Declarations Page and the terms, conditions and limitations of this Policy, the Insurer and the **Insureds** agree as follows:

I. TERMS AND CONDITIONS

If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms, conditions or limitations of the Professional Liability Coverage Section, such Coverage Section's terms, conditions and limitations shall control for purposes of such Coverage Section. Any defined term referenced in these General Terms and Conditions

but defined in the Professional Liability Coverage Section shall, for purposes of coverage under such Coverage Section, have the meaning set forth in such Coverage Section.

II. DEFINITIONS

(A) "**Application**" means:

(1) the application(s) attached to and forming part of this Policy, including any materials submitted in connection to the underwriting of this Policy; and

(2) all warranties provided to the Insurer in connection to the underwriting of this Policy or any coverage section or policy of which this Policy is a renewal or replacement;

all of which are on file with the Insurer and are a part of and incorporated into this Policy. If any **Application** uses any terms or phrases that differ from terms defined in this Policy, no inconsistency between any term or phrase used in the **Application** and any term defined in this Policy will waive or change any of the terms and conditions of this Policy.

(B) "**Based Upon**" means based upon, arising out of, in relation to, or directly or indirectly resulting from.

(C) "**Circumstance**" means any fact, circumstance, **Wrongful Act** or **Personal Injury Wrongful Act** that may subsequently give rise to a **Claim**.

(D) "**Claim**" shall have the meaning set forth in the Professional Liability Coverage Section.

(E) "**Defence Expenses**" means reasonable costs, charges, fees (including, but not limited to lawyers', accountants' and experts' fees) and expenses incurred in defending or investigating any **Claim**. **Defence Expenses** does not include:

(1) any remuneration, salaries, wages, fees, overhead or benefit expenses of any **Insured**; or

(2) **Disciplinary Proceeding Expenses**.

(F) "**Disciplinary Proceeding Expenses**" shall have the meaning set forth in the Professional Liability Coverage Section.

(G) "**Domestic Partner**" means any common law partner or any natural person qualifying as a domestic partner under the provisions of any applicable federal, provincial, territorial, state or local law or under the provisions of any formal program established by a **Named Insured**.

(H) "**Executive**" shall have the meaning set forth in the Professional Liability Coverage Section.

(I) "**Extended Reporting Period**" shall have the meaning set forth in Section **X. EXTENDED REPORTING PERIOD** of these General Terms and Conditions.

(J) "**First Named Insured**" means the natural person or entity stated in the Declarations Page.

(K) "**Insured**" shall have the meaning set forth in the Professional Liability Coverage Section.

(L) "**Insured Person**" shall have the meaning set forth in the Professional Liability Coverage Section.

(M) "**Loss**" shall have the meaning set forth in the Professional Liability Coverage Section.

(N) "**Named Insured**" means the **First Named Insured** and:

(1) if the **First Named Insured** is a natural person, a corporation owned solely by such **First Named Insured** and/or their lawful spouse or **Domestic Partner** and incorporated for the purpose of limiting personal liability, including tax liability; provided, that such corporation has no other employees; or

(2) if the **First Named Insured** is an entity, any **Subsidiary**, subject to the provisions of Section **XI. CHANGES IN EXPOSURE** of these General Terms and Conditions.

(O) "**Personal Injury Wrongful Act**" shall have the meaning set forth in the Professional Liability Coverage Section.

- (P) "**Policy Period**" means the period from the inception date to the expiration date of this Policy stated in the Declarations Page or to any earlier cancellation of this Policy.
- (Q) "**Similar Legislation**" means any similar provision of any federal, provincial, territorial, state or local statutory, civil or common law anywhere in the world.
- (R) "**Subsidiary**" means, subject to the provisions of Section XI. **CHANGES IN EXPOSURE** of these General Terms and Conditions, any entity during any time which the **First Named Insured** has more than fifty percent (50%) ownership in such entity, either directly or through one or more **Subsidiaries**.
- (S) "**Wrongful Act**" shall have the meaning set forth in the Professional Liability Coverage Section.

III. LIMITS OF LIABILITY

(A) Policy Aggregate Limit of Liability

The Policy Aggregate Limit of Liability stated in the Declarations Page is the maximum limit of the Insurer's liability for all **Loss** under this Policy resulting from all **Claims** for which this Policy provides coverage.

(B) Coverage Section Aggregate Limit of Liability

Subject to (A) above, the Coverage Section Aggregate Limit of Liability stated in the Declarations Page for the Professional Liability Coverage Section is the maximum limit of the Insurer's liability for all **Loss** resulting from all **Claims** for which such Coverage Section provides coverage

(C) Specific Insuring Agreement Limits of Liability

Subject to (A) and (B) above:

- 1) the Each Claim Limit of Liability stated in the Declarations Page for any Insuring Agreement under the Professional Liability Coverage Section shall be the maximum limit of the Insurer's liability for all **Loss** under such Insuring Agreement resulting from each **Claim** for which such Insuring Agreement provides coverage; and
- 2) the Aggregate Limit of Liability stated in the Declarations Page for any Insuring Agreement under the Professional Liability Coverage Section shall be the maximum limit of the Insurer's liability for all **Loss** under such Insuring Agreement resulting from all **Claims** for which such Insuring Agreement provides coverage.

If no such amounts are stated, then no coverage shall be available under such Insuring Agreement.

(D) Defence Expenses

Defence Expenses are part of and not in addition to the applicable Limits of Liability stated in the Declarations Page, and payment of **Defence Expenses** by the Insurer will reduce, and may exhaust, such applicable Limits of Liability, unless Section XXVII. **QUEBEC LAW CONFORMITY** of these General Terms and Conditions applies.

(E) Related Claims

All **Claims** for **Wrongful Acts** or **Personal Injury Wrongful Acts Based Upon** the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way, shall be deemed a single **Claim**. Such **Claim** shall be deemed to have been first made when the earliest of such **Claims** was first made against any **Insured**.

(F) Applicability of the Limits of Liability

- (1) If this **Policy Period** is extended for an additional period of less than twelve (12) months, the additional period shall be deemed part of the **Policy Period** for purposes of determining the Limits of Liability.
- (2) No **Extended Reporting Period** shall in any way increase the Insurer's Limits of Liability stated in the Declarations Page and the Insurer's Limits of Liability for **Claims** made during any **Extended Reporting Period** shall be part of, and not in addition to, the applicable Limits of Liability stated in the Declarations Page.

IV. DEDUCTIBLES

(A) The obligation of the Insurer to pay on behalf of or to reimburse an **Insured** applies only to the amount of **Loss** in excess of any applicable Deductible amount stated in the Declarations Page.

(B) In the event that different Deductibles apply to a **Claim**, it is understood and agreed that only the highest applicable Deductible shall apply to such **Claim**.

V. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

(A) Subject to all limitations, conditions, provisions and other terms of these General Terms and Conditions and of the Professional Liability Coverage Section, coverage shall extend to **Claims** for the **Wrongful Acts** or **Personal Injury Wrongful Acts** of an **Insured Person** made against:

- 1) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased, or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is legally incompetent, insolvent or bankrupt; or
- 2) the lawful spouse or **Domestic Partner** of such **Insured Person** solely by reason of such spouse's or **Domestic Partner's** status as a spouse or **Domestic Partner**, or such spouse's or **Domestic Partner's** ownership interest in property which the claimant seeks as recovery for a **Wrongful Act** or **Personal Injury Wrongful Act** committed or allegedly committed by such **Insured Person**.

- (B) All provisions of these General Terms and Conditions and of the Professional Liability Coverage Section, including, without limitation, the Deductible, that are applicable to **Loss** incurred by the **Insured Person** shall also apply to **Loss** incurred by the estate, heirs, legal representatives, assigns, spouse and/or **Domestic Partner** of such **Insured Person**. The coverage extended pursuant to this Section V. shall not apply with respect to any **Loss** resulting from an actual or alleged act, error or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

VI. CLAIM DEFENCE, REPORTING AND SETTLEMENT

(A) Duty to Defend

The Insurer will have the right and duty to defend any **Claim** covered under the Professional Liability Coverage Section through counsel of its choice, even if the allegations of such **Claim** are groundless, false, or fraudulent; provided, that the Insurer's obligation to defend any **Claim** covered under such Coverage Section is subject to the Insurer's applicable Limits of Liability stated in the Declarations Page. In the event the Insurer's applicable Limits of Liability have been exhausted by the payment of **Loss**, the Insurer will have no obligation to defend or continue to defend any **Claim**.

(B) Notice of Claims

If, during the **Policy Period** or any applicable **Extended Reporting Period**, any **Claim** is first made against an **Insured**, the **Insureds** must, as a condition precedent to any right to coverage under the Professional Liability Coverage Section, give the Insurer written notice of such **Claim**:

- 1) if the **First Named Insured** is a natural person, as soon as practicable after the **First Named Insured** first becomes aware of such **Claim**; or
- 2) if the **First Named Insured** is an entity, as soon as practicable after any **Executive** first becomes aware of such **Claim**, but in no event later than:
 - (a) sixty (60) days after expiry or termination of this Policy with respect to any **Claim** first made during the **Policy Period**; or
 - (b) sixty (60) days after the end of the **Extended Reporting Period** with respect to any **Claim** first made during any applicable **Extended Reporting Period**.

Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to:

- (i) a description of the **Claim** and **Wrongful Act** or **Personal Injury Wrongful Act**;
- (ii) the identities of all potential claimants and any **Insureds** involved;
- (iii) a description of the injury or damages that resulted from such **Wrongful Act** or **Personal Injury Wrongful Act**;
- (iv) information on the time, place and nature of the **Wrongful Act** or **Personal Injury Wrongful Act**; and
- (v) the manner in which the **Insureds** first became aware of such **Wrongful Act** or **Personal Injury Wrongful Act**.

(C) Notice of Circumstances

If, during the **Policy Period**, an **Insured** first becomes aware of a **Circumstance** and:

- (1) gives the Insurer written notice of such **Circumstance** with full particulars as soon as practicable thereafter but in any event before the end of the **Policy Period**; and

requests coverage under the Professional Liability Coverage Section for any **Claim** subsequently arising from such **Circumstance**;

then any **Claim** subsequently made against an **Insured** arising out of such **Circumstance** shall, subject to paragraph (E) **Related Claims** of Section III. **LIMITS OF LIABILITY** of these General Terms and Conditions, be treated as if it had been first made during the **Policy Period**. The full particulars required in any notice given under paragraph (1) above must include, without limitation:

- (a) a description of such **Circumstance**;
- (b) the identities of all potential claimants and any **Insureds** involved;
- (c) a description of the injury or damages that have resulted and/or may result from such **Circumstance**;
- (d) information on the time, place and nature of such **Circumstance**;
- (e) the manner in which the **Insureds** first became aware of such **Circumstance**; and
- (f) the reasons why the **Insureds** believe such **Circumstance** is likely to result in a **Claim** being made.

(D) Insurer's Consent

The **Insured** shall not admit any liability, settle or attempt to settle a **Claim**, pay any **Loss**, incur any **Defence Expenses** or **Disciplinary Proceeding Expenses** or assume any contractual obligation without the Insurer's prior written consent.

(E) First Named Insured's Consent to Settlements

The Insurer shall have the right to investigate any **Claim** and negotiate the settlement thereof, as it deems expedient, but the Insurer shall not make any settlement without the consent of the **First Named Insured**. If the **First Named Insured** refuses to consent to a settlement acceptable to the claimant in accordance with the Insurer's recommendation, then, subject to the applicable Limits of Liability stated in the Declarations Page, the Insurer's liability for such **Claim** will not exceed:

- 1) the amount for which the **Claim** could have been settled plus **Defence Expenses** incurred up to the date the **First Named Insured** refused to settle such **Claim** (the "Settlement Amount"); plus fifty percent (50%) of any **Loss** in excess of the Settlement Amount incurred in connection with such **Claim**. The remaining fifty percent (50%) of **Loss** in excess of the Settlement Amount will be carried by the **Insureds** at their own risk and will be uninsured.

VII. ALLOCATION

If there is a **Claim** under the Professional Liability Coverage Section in which both **Loss** covered by such Coverage Section and loss not covered by such Coverage Section are incurred, either because such **Claim** made against an **Insured** includes both covered and uncovered matters, or because such **Claim** is made against both **Insureds** and others not included within the definition of "**Insured**", then such covered **Loss** and uncovered loss shall be allocated as follows: all loss incurred by the **Insureds** in connection with such **Claim** shall be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defence and/or settlement of the **Claim** by, the **Insured Persons**, the **Named Insured** and others. The **Insureds** and the Insurer agree to use their best efforts to determine a fair and proper allocation. In the event that the Insurer and the **Insureds** do not reach an agreement with respect to an allocation, then the Insurer shall be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of Section **XXV. ALTERNATIVE DISPUTE RESOLUTION** of these General Terms and Conditions.

VIII. NOTICE

- (A) Any notice to the Insurer of any **Claim**, **Circumstance** or request for coverage under an expense Insuring Agreement shall be deemed notice under this Policy in its entirety.
- (B) Notice to the Insurer of any **Claim** or **Circumstance** shall be sent to the address designated in the Declarations Page or specialtyclaims@intact.net.
- (C) All other notices to the Insurer shall be sent to the address designated in the Declarations Page.
- (D) Notice to the **Insured** shall be sent to the **First Named Insured** at the address designated in the Declarations Page.
- (E) Proof of receipt of the notices is the responsibility of the sender.

IX. TERRITORY

This Policy applies to **Wrongful Acts** or **Personal Injury Wrongful Acts** committed or allegedly committed anywhere in the world; provided, that **Claims** must be made in Canada or the United States of America, including its territories or possessions.

X. EXTENDED REPORTING PERIOD

If the Professional Liability Coverage Section is:

- (A) terminated for any reason, other than non-payment of premium; or
- (B) not renewed for any reason;
by the Insurer or the **First Named Insured**, then solely with respect to such Coverage Section, an additional period of time during which **Claims** may be reported under this Policy (an "**Extended Reporting Period**") shall be made available as described in this Section **X.**, but any such **Extended Reporting Period** shall apply only to **Claims** for **Wrongful Acts** or **Personal Injury Wrongful Acts** committed or allegedly committed before:
 - (1) the effective date of such termination or non-renewal ("Termination Date"); or
 - (2) the effective date of any event described in paragraph (B) **Acquisition by Another Organization** or (C) **Cessation of Subsidiary** of Section **XI. CHANGES IN EXPOSURE** of these General Terms and Conditions,
whichever is earlier.

No **Extended Reporting Period** shall in any way increase the Insurer's Limits of Liability stated in the Declarations Page, and the Insurer's Limits of Liability for **Claims** made during any **Extended Reporting Period** shall be part of, and not in addition to, the applicable Limits of Liability stated in the Declarations Page. The offer of renewal terms, conditions, limits of liability, deductibles or premium different from those in effect prior to renewal shall not constitute cancellation or refusal to renew for purposes of this Section **X.**

The **First Named Insured** may purchase an **Extended Reporting Period** for the period of time stated below by notifying the Insurer in writing of their intention to do so no later than sixty (60) days after the Termination Date. The additional premium for an **Extended Reporting Period** shall equal the percentage, as stated below, of the full annual premium (including any premium adjustments made during the **Policy Period**) for the Professional Liability Coverage Section, and must be paid no later than sixty (60) days after the Termination Date. The entire additional premium shall be deemed fully earned upon inception of such **Extended Reporting Period**.

Extended Reporting Period Option:

100% for an **Extended Reporting Period** of one (1) year

If no election to purchase an **Extended Reporting Period** is made as described above, or if the additional premium for any such **Extended Reporting Period** is not paid within sixty (60) days after the Termination Date, there will be no right to purchase any **Extended Reporting Period** at any later time.

XI. CHANGES IN EXPOSURE

(A) Acquisition/Creation of Another Organization

If, before or during the **Policy Period**, any **Named Insured** entity acquires:

- 1) more than fifty percent (50%) ownership in another organization or creates another organization which, as a result of such acquisition or creation, becomes a **Subsidiary**; or
- 2) another organization by merger into or consolidation with the **Named Insured** entity such that the **Named Insured** entity is the surviving entity;

then coverage under the Professional Liability Coverage Section shall be provided for such other organization and its **Insureds** solely for **Wrongful Acts** or **Personal Injury Wrongful Acts** committed or allegedly committed after the effective date of such acquisition or creation, unless the Insurer agrees, after presentation of a complete **Application** and all other appropriate information, to provide coverage by written endorsement for **Wrongful Acts** or **Personal Injury Wrongful Acts** committed or allegedly committed by such **Insureds** before such acquisition or creation.

(B) Acquisition by Another Organization

If the **First Named Insured** is an entity and:

- (1) the **First Named Insured** merges into or consolidates with another organization where the **First Named Insured** is not the surviving entity; or
- (2) another organization or person or group of organizations and/or persons acting in concert acquires more than fifty percent (50%) ownership in the **First Named Insured**;

then coverage under the Professional Liability Coverage Section shall continue until termination of such Coverage Section, but only with respect to **Claims** for **Wrongful Acts** or **Personal Injury Wrongful Acts** committed or allegedly committed by the **Insureds** before the effective date of such merger, consolidation or acquisition.

Upon the occurrence of any event described in paragraph (B)(1) or (B)(2) above, the entire premium for this Policy shall be deemed fully earned. The **First Named Insured** shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable, but in no event later than ninety (90) days after the date of such merger, consolidation or acquisition, together with such other information as the Insurer may require. Upon receipt of such notice and information and at the request of the **First Named Insured**, the Insurer shall provide to the **First Named Insured** a quotation for an extension of coverage (for such period as may be negotiated between the Insurer and the **First Named Insured**) with respect to **Claims** for **Wrongful Acts** or **Personal Injury Wrongful Acts** committed or allegedly committed by the **Insureds** before such merger, consolidation or acquisition. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms, conditions and limitations of coverage and payment of such additional premium as the Insurer, in its sole discretion, may require.

(C) Cessation of Subsidiary

In the event a **Named Insured** entity ceases to be a **Subsidiary** before or during the **Policy Period**, then coverage under the Professional Liability Coverage Section with respect to such former **Subsidiary** and its **Insureds** shall continue until termination of such Coverage Section, but only with respect to **Claims** for **Wrongful Acts** or **Personal Injury Wrongful Acts** committed or allegedly committed while such **Named Insured** entity was a **Subsidiary**.

XII. VALUATION AND FOREIGN CURRENCY

All premiums, limits, deductibles, loss and other amounts under this Policy are expressed and payable in Canadian currency. Except as otherwise provided in the Professional Liability Coverage Section, if a judgment is rendered, a settlement is denominated or any 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 by the Bank of Canada on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of loss is due, respectively.

XIII. ASSISTANCE AND COOPERATION

In the event of a **Claim**, the **Insureds** shall, as a condition precedent to any right to coverage under the Professional Liability Coverage Section, provide the Insurer with all information, assistance and cooperation that the Insurer reasonably requests. At the Insurer's request, the **Insureds** shall assist in:

- (A) investigating, defending and settling **Claims**;
- (B) enforcing any right of contribution or indemnity against another who may be liable to any **Insured**;
- (C) the conduct of actions, suits, appeals or other proceedings, including, but not limited to; attending trials, hearings and depositions;
- (D) securing and giving evidence; and
- (E) obtaining the attendance of witnesses.

XIV. SUBROGATION

Except as otherwise provided in the Professional Liability Coverage Section, in the event of any payment hereunder, the Insurer shall be subrogated to the extent of any payment to all of the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the Insurer effectively to bring suit in its name. The **Insureds** shall do nothing that may prejudice the Insurer's position or potential or actual rights of recovery. The obligations of the **Insureds** under this Section **XIV**, shall survive the expiration or termination of this Policy.

(A) In no event, however, shall the Insurer seek subrogation against any **Insured** under this Policy unless:

- (1) such **Insured** has been convicted of a criminal act in the underlying **Claim**;
 - (2) it has been determined by a final and non-appealable adjudication in the underlying **Claim**, that such **Insured** committed a deliberately fraudulent or dishonest act or omission, or willfully violated any statute, rule or law; or
 - (3) it has been determined by a final and non-appealable adjudication in the underlying **Claim**, that such **Insured** gained any profit, remuneration or advantage to which such **Insured** was not legally entitled.
- (B) In the event the Insurer recovers any amounts paid under this Policy, the Insurer will reinstate the applicable Coverage Section Aggregate Limit of Liability, net of the costs and expenses incurred to recover such amounts. The Insurer assumes no duty to seek a recovery of any amounts paid under this Policy and shall, in its sole discretion, determine the amounts to be credited towards the reinstatement of the Coverage Section Aggregate Limit of Liability.

XV. NO ACTION AGAINST INSURER

Except as otherwise provided in the Professional Liability Coverage Section or Section **XXV. ALTERNATIVE DISPUTE RESOLUTION** of these General Terms and Conditions:

- (A) No action shall be taken against the Insurer by any **Insured** unless, as conditions precedent thereto, the **Insureds** have fully complied with all of the terms of this Policy and the amount of such **Insured's** obligation to pay has been finally determined either by judgment against such **Insured** after adjudicatory proceedings, or by written agreement of such **Insured**, the claimant and the Insurer.
- (B) No individual or entity shall have any right under this Policy to join the Insurer as a party to any **Claim** to determine the liability of any **Insured**; nor shall the Insurer be impleaded by any **Insured** or their legal representative in any such **Claim**.

XVI. FIRST NAMED INSURED RIGHTS AND OBLIGATIONS

The **First Named Insured** will act on behalf of all **Insureds** with respect to:

- (A) the giving or receiving of any notices under this Policy;
- (B) the payment of premiums to and receiving of return premiums from the Insurer;
- (C) the receiving and acceptance of any endorsements issued to form a part of this Policy; and
- (D) the exercising or declining to exercise any **Extended Reporting Period**.

XVII. CHANGES

Notice to or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not constitute a waiver or change in any part of this Policy or prevent or estop the Insurer from asserting any right(s) under this Policy. This Policy can only be altered, waived or changed by written endorsement issued to form a part of this Policy.

XVIII. ASSIGNMENT

No assignment of interest under this Policy shall bind the Insurer without its written consent issued as a written endorsement to form a part of this Policy. **XIX. CANCELLATION/NONRENEWAL**

- (A) The Insurer may only cancel this Policy because of non-payment of premium by giving the **First Named Insured** at the last mailing address known to it, written notice of cancellation by registered mail or personally delivered at least fifteen (15) days before the effective date of such cancellation. If notice is mailed, the cancellation notice begins at the receipt of the letter by the post office to which it is addressed and proof of mailing will be sufficient proof of notice, except in Quebec where the cancellation notice begins after receipt of the notice at the last known address of the **First Named Insured**.
- (B) This Policy may be cancelled by the **First Named Insured** at any time by mailing written notice to the Insurer stating when thereafter such cancellation will be effective. In such event, the earned premium will be computed *pro rata*. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (C) The Insurer will not be required to renew this Policy upon its expiration. The Insurer will provide the **First Named Insured** with sixty (60) days' notice of any non-renewal. Renewal terms which differ in any manner from the terms, conditions and premium of the expiring Policy shall not constitute a refusal to renew.

XX. INSOLVENCY OF INSURED

The Insurer will not be relieved of any of its obligations under this Policy by the bankruptcy or insolvency of any **Insured** or their estate. **XXI. ENTIRE AGREEMENT**

The **Insureds** agree that this Policy, including the **Application**, Declarations Page and any endorsements, constitutes the entire agreement between them and the Insurer or any of its agents relating to this insurance.

XXII. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage. **XXIII. OTHER INSURANCE**

- (A) If the **Insured** has other valid and collectible insurance against **Loss** covered by this Policy, other than another insurance policy issued by the Insurer, then this Policy will be excess over such other insurance and will not contribute, unless such other insurance is written only as specific excess insurance, in which case this Policy shall be primary.
- (B) If the **Insured** has other valid and collectible insurance against **Loss** covered by this Policy, under another policy issued by the Insurer, the policy that applies most specifically to the **Claim** will be primary and the other insurance will be excess. The Insurer's limit of liability for any one **Claim**, however, will in no event exceed the highest Limit of Liability applicable to such **Claim** under all such policies.

XXIV. REPRESENTATIONS AND SEVERABILITY - INCORPORATION OF APPLICATION

(A) The Policy is issued and continued in force by the Insurer in reliance upon the statements and representations contained in the **Application** as being true, accurate and complete. Such statements and representations are incorporated in and form part of this Policy.

(B) With respect to the statements and representations contained in the **Application**:

(1) subject to (2) below, no knowledge possessed by any **Insured Person** will be imputed to any other **Insured Person** to determine if coverage is available for such **Insured Person**;

(2) if the **First Named Insured** is a natural person, the knowledge of the **First Named Insured** shall be imputed to all **Insureds** to determine if coverage is available; and

(3) if the **First Named Insured** is an entity, the knowledge of any **Executive** of a **Named Insured** entity shall be imputed to such **Named Insured** entity and its **Subsidiaries** to determine if coverage is available.

XXV. ALTERNATIVE DISPUTE RESOLUTION

Subject to Section **VII. ALLOCATION** of these General Terms and Conditions or as provided in Section **XV. NO ACTION AGAINST INSURER** of these General Terms and Conditions:

(A) Any dispute between the **Insured** and the Insurer (hereinafter referred to as the parties) based upon or in connection with any actual or alleged coverage under this Policy shall be submitted to an alternative dispute resolution process. The process is initiated by sending a written notice to the other party selecting either non-binding mediation or binding arbitration to resolve the dispute. In case of disagreement in the means to resolve the dispute between the parties, the **Insured's** preference will have precedence. In the event non-binding mediation is selected, the **Insured** and the Insurer shall agree on a single mediator. Each party shall retain the right to begin judicial proceedings but shall put a hold on commencing such proceedings until the mediation terminates without successful resolution.

(B) In the event binding arbitration is selected, the **Insured** and the Insurer shall agree on an odd number of arbitrators that will constitute the arbitration panel. If the Insurer and the **Insured** do not agree on the choice of arbitrators, each shall select one arbitrator and the two arbitrators shall select a third arbitrator. The majority ruling of the arbitration panel shall be final and binding upon the **Insured** and the Insurer on the matters disputed. The arbitration award shall not include legal expenses or other fees related to the arbitration process.

(C) The arbitrators and mediators must be disinterested and have sufficient experience in mediating or arbitrating legal, corporate management or insurance issues similar to the matters in dispute. Each party shall share equally the expenses of the process elected.

The terms of this Section **XXV.** shall be interpreted in conformity with the alternative dispute resolution legislation or act applicable at the domicile of the **First Named Insured**.

XXVI. STATUTORY CONFORMITY

The terms of this insurance that are in conflict with the terms of any applicable laws construing this insurance are amended to conform to such laws.

XXVII. QUEBEC LAW CONFORMITY

Only to the extent required under the insurance laws of the province of Quebec:

(A) **Defence Expenses** and **Disciplinary Proceeding Expenses** shall be in addition to the applicable Limits of Liability stated in the Declarations Page;

(B) no Deductible shall apply to **Defence Expenses** or **Disciplinary Proceeding Expenses**;
the portion of **Loss** that represents interest accruing on a judgment or settlement that is within the applicable Limits of Liability stated in the Declarations Page shall be in addition to such Limits of Liability.

Policy 5E82269D4

Professional Liability

PROFESSIONAL LIABILITY COVERAGE SECTION

THIS COVERAGE SECTION APPLIES ONLY TO CLAIMS FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD, WITH DEFENCE EXPENSES INCLUDED IN THE LIMITS OF LIABILITY (EXCEPT TO THE EXTENT THE INSURANCE LAWS OF THE PROVINCE OF QUEBEC APPLY). PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of payment of the premium, and in reliance upon all statements made and information furnished to the Insurer including the **Application**, and subject to the Declarations Page, the General Terms and Conditions and the terms, conditions and limitations of this Coverage Section, the Insurer and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

(A) Professional Liability Coverage

The Insurer will pay, on behalf of an **Insured**, **Loss** from any **Claim** first made against an **Insured** during the **Policy Period** or applicable **Extended Reporting Period** for a **Wrongful Act** committed or allegedly committed on or after the **Retroactive Date** by an **Insured**.

(B) Vicarious Liability Coverage

The Insurer will pay, on behalf of an **Insured**, **Loss** from any **Claim** first made against an **Insured** during the **Policy Period** or applicable **Extended Reporting Period** for a **Wrongful Act** committed or allegedly committed on or after the **Retroactive Date** by any entity or natural person, other than an **Insured**, for whose **Wrongful Acts** an **Insured** is legally liable.

(C) Personal Injury Coverage

The Insurer will pay, on behalf of an **Insured**, **Loss** from any **Claim** first made against an **Insured** during the **Policy Period** or applicable **Extended Reporting Period** for a **Personal Injury Wrongful Act** committed or allegedly committed on or after the **Retroactive Date** by an **Insured**.

(D) Disciplinary Proceedings Expenses Coverage

The Insurer will pay, on behalf of an **Insured**, **Disciplinary Proceeding Expenses** incurred by such **Insured** in connection with any **Disciplinary Proceeding** first commenced against such **Insured** during the **Policy Period** or applicable **Extended Reporting Period**.

(E) Crisis Management Expenses Coverage

The Insurer will pay, on behalf of a **Named Insured**, **Crisis Management Expenses** incurred by such **Named Insured** in connection with any **Crisis Management Event** that first occurs during the **Policy Period**.

(F) Pre-Claim Expenses Coverage

In addition to the applicable Limits of Liability, at the sole discretion of the Insurer, the Insurer will pay reasonable costs, charges, fees and expenses incurred by the Insurer to monitor or investigate any **Circumstance** reported to the Insurer in accordance with Section VI. **CLAIM DEFENCE, REPORTING AND SETTLEMENT** of the General Terms and Conditions. If a **Circumstance** becomes a covered **Claim**, any costs, charges, fees or expenses incurred thereafter, whether by the Insurer or by an **Insured**, will be subject to the Deductible and will reduce, and may exhaust, the applicable Limits of Liability.

II. DEFINITIONS

(A) "**Application**" shall have the meaning set forth in the General Terms and Conditions.

(B) "**Based Upon**" shall have the meaning set forth in the General Terms and Conditions.

(C) "**Circumstance**" shall have the meaning set forth in the General Terms and Conditions.

(D) "**Claim**" means:

- (1) a written demand for monetary, non-monetary or injunctive relief, commenced by an **Insured's** receipt of such demand;
- (2) a civil proceeding, other than an investigation or an administrative or regulatory proceeding, commenced by the service of a complaint, notice of action or similar pleading;
- (3) an administrative or regulatory proceeding, other than a **Disciplinary Proceeding** or investigation, commenced by an **Insured's** receipt of a notice of filed charges or formal investigative order or service of a complaint or similar document; or
- (4) an arbitration or mediation proceeding commenced by an **Insured's** receipt of a demand for arbitration, demand for mediation or similar document; against an **Insured** for a **Wrongful Act** or **Personal Injury Wrongful Act**, including any appeal therefrom;
- (5) an official request for **Extradition** for a **Wrongful Act** or **Personal Injury Wrongful Act**, commenced by an **Insured Person's** receipt of such request;
- (6) a written request received by an **Insured** to toll or waive a limitation period, relating to any matter outlined in paragraphs (1) through (5) above; or
- (7) for the purposes of Insuring Agreement (D) **Disciplinary Proceedings Expenses Coverage** of this Coverage Section, a **Disciplinary Proceeding** against an **Insured**, commenced by such **Insured's** receipt of notification of such proceeding.

(E) "**Crisis Management Event**" means any actual or threatened publication of information in connection with a **Claim** that did, or would reasonably be expected to, cause material public harm to a **Named Insured**.

(F) "**Crisis Management Expenses**" means reasonable costs, charges, fees and expenses incurred by a **Named Insured**, with prior written consent given by the Insurer, for services performed by any public relations, crisis management or law firm retained by such **Named Insured**.

to minimize potential public harm to such **Named Insured** resulting from a **Crisis Management Event**. **Crisis Management Expenses** do not include any remuneration, salaries, wages, fees, overhead or benefit expenses of any **Insured**.

- (G) "**Defence Expenses**" shall have the meaning set forth in the General Terms and Conditions.
- (H) "**Disciplinary Proceeding**" means any proceeding by a regulatory or disciplinary official, board, agency or committee to investigate a **Wrongful Act** committed or allegedly committed by an **Insured** on or after the **Retroactive Date**.
- (I) "**Disciplinary Proceeding Expenses**" means reasonable costs, charges, fees (including, but not limited to lawyers' and experts' fees) and expenses incurred to investigate, defend or appeal a **Disciplinary Proceeding**; provided, that **Disciplinary Proceeding Expenses** does not include any:
- (1) fines, penalties or sanctions assessed against any **Insured**; or
 - (2) remuneration, salaries, wages, fees, overhead or benefit expenses of any **Insured**.
- (J) "**Employee**" means any natural person whose labour or service was, is or becomes both engaged and directed by a **Named Insured**, including any part-time, seasonal and temporary employee. **Employee** also includes:
- (1) any volunteer or intern performing **Professional Services** on behalf of a **Named Insured**; or
 - (2) any individual who is leased to, and performing **Professional Services** on behalf of, a **Named Insured**, but only if such **Named Insured** provides indemnification to such leased individual in the same manner as is provided to such **Named Insured's** employees.
- Employee** does not include any **Independent Contractor**.
- (K) "**Executive**" means any natural person who was, is or becomes a duly elected or appointed director, officer, partner, member of the Board of Directors, member of the Board of Managers, duly constituted committee member, member of an Advisory Board, in-house general counsel or in-house risk manager, or an equivalent position thereof, of a **Named Insured** entity.
- (L) "**Extended Reporting Period**" shall have the meaning set forth in the General Terms and Conditions.
- (M) "**Extradition**" means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or to answer to a criminal accusation, or the execution of a warrant for the arrest of an **Insured Person** where the execution of such warrant is an element of the formal process of extradition.
- (N) "**First Inception Date**" means the inception date of the first professional liability policy or coverage section issued by the Insurer to the **First Named Insured** and continuously renewed by the Insurer until the inception date of this Policy stated in the Declarations Page.
- (O) "**First Named Insured**" shall have the meaning set forth in the General Terms and Conditions.
- (P) "**Independent Contractor**" means any natural person who is not an **Employee** and who is performing **Professional Services** under contract or agreement with, at the direction of, and on behalf of, a **Named Insured**.
- (Q) "**Insured**" means any **Named Insured** and any **Insured Person**.
- (R) "**Insured Person**" means:
- (1) an **Employee** or **Executive** while acting in their capacity as such; or
 - (2) an **Independent Contractor** while acting in their capacity as such, but only if a **Named Insured** provides indemnification to such **Independent Contractor**.
- (S) "**Liquidated Damages**" means a sum of money stipulated by the parties to a contract as the amount of damages to be recovered for a breach of such contract.
- (T) "**Loss**" means any monetary amount which an **Insured** is legally obligated to pay as a result of a covered **Claim**, including:
- (1) compensatory damages, judgments (including pre-judgment and post-judgment interest) and settlements;
 - (2) punitive, exemplary, or multiplied damages, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, this Policy or to the **Claim** giving rise to such damages and which is most favourable to the insurability of such damages;
 - (3) **Defence Expenses**; and
 - (4) for the purposes of Insuring Agreement (D) **Disciplinary Proceedings Expenses Coverage** of this Coverage Section, **Disciplinary Proceeding Expenses**.
- Loss** does not include:
- (a) any amount not insurable under the law pursuant to which this Coverage Section is construed, except as provided in paragraph (2) above;
 - (b) taxes, fines or penalties, except as provided in paragraph (2) above with respect to punitive, exemplary or multiplied damages;
 - (c) any costs incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
 - (d) **Liquidated Damages**;
 - (e) the return of fees, commissions, expenses or other compensation paid to an **Insured**; or
 - (f) the cost of correcting, re-performing or completing any **Professional Services**.
- (U) "**Mould**" means any mould, yeast, mushroom, mildew, spore, mycotoxin or fungi, or any pathogen or micro-organism produced by, emitted from or arising out of any of the foregoing.
- (V) "**Named Insured**" shall have the meaning set forth in the General Terms and Conditions.
- (W) "**Personal Injury Wrongful Act**" means any actual or alleged:

(A) libel, slander, product disparagement, trade libel or other form of defamation;
(B) invasion or infringement of the right of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
(C) false arrest, detention or imprisonment; or
(D) wrongful entry or eviction, or other invasion of the right of private occupancy;
by an **Insured** while performing **Professional Services**.

(X) "**Policy Period**" shall have the meaning set forth in the General Terms and Conditions.

(Y) "**Pollutant**" means:

- (1) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by Environment and Climate Change Canada or any federal, provincial, territorial, state, county, municipal or local counterpart thereof, including, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials including materials to be recycled, reconditioned or reclaimed, or
- (2) any other air emission, odor, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product or any noise.

(Z) "**Professional Services**" means only those services stated in the Declarations Page which are performed for others for a fee, including any such services that are performed via telephone or electronically utilizing the Internet or a network of two or more computers.

(AA) "**Retroactive Date**" means the applicable Retroactive Date stated in the Declarations Page.

(BB) "**Similar Legislation**" shall have the meaning set forth in the General Terms and Conditions.

(CC) "**Wrongful Act**" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed or allegedly committed in the performance of, or failure to perform, **Professional Services**:

- (1) by an **Insured**; or
- (2) by any entity or natural person, other than an **Insured**, for whose acts an **Insured** is legally liable.

Wrongful Act does not include any **Personal Injury Wrongful Act**.

III. EXCLUSIONS

This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, **Loss** from any **Claim**:

(A) **PRIOR NOTICE**

Based Upon any fact, circumstance, situation, transaction, event, **Wrongful Act** or **Personal Injury Wrongful Act** that, before the inception date of this Policy stated in the Declarations Page, was the subject of any notice given and accepted under any policy or coverage section of which this Coverage Section is a direct or indirect renewal or replacement;

(B) **PRIOR AND PENDING LITIGATION**

Based Upon any prior and/or pending litigation or administrative, regulatory, arbitration, mediation or disciplinary proceeding against any **Insured** as of the **First Inception Date**, or the same or substantially the same fact, circumstance, situation, transaction, event, **Wrongful Act** or **Personal Injury Wrongful Act** underlying or alleged therein;

(C) **PRIOR KNOWLEDGE**

Based Upon any **Wrongful Act** or **Personal Injury Wrongful Act** if, on or before the **First Inception Date**, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** or **Personal Injury Wrongful Act** did or could result in a **Claim** against any **Insured**;

(D) **BODILY INJURY AND PROPERTY DAMAGE**

for any actual or alleged bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed, provided, that this EXCLUSION (D) shall not apply to mental anguish, humiliation or emotional distress resulting from a **Personal Injury Wrongful Act**;

(E) **PERSONAL CONDUCT**

Based Upon:

- (1) any **Insured** gaining any personal profit, remuneration or financial advantage to which such **Insured** is not legally entitled; or
- (2) the committing of any deliberately fraudulent, dishonest or criminal act or omission, or any willful violation of any statute, rule or law, by any **Insured**; provided, that:
 - (a) this EXCLUSION (E) shall not apply to **Defence Expenses** incurred by an **Insured** in defending any such **Claim** until any of the foregoing conduct has been established by a final and non-appealable adjudication in any judicial or administrative proceeding other than an action or proceeding commenced by the Insurer to determine coverage under this Policy;
 - (b) no conduct pertaining to any **Insured Person** shall be imputed to any other **Insured Person**; and
 - (c) any conduct pertaining to any **Executive** of a **Named Insured** entity shall be imputed to such **Named Insured** entity and its **Subsidiaries**;

(F) **LIABILITY ASSUMED UNDER CONTRACT OR AGREEMENT**

Based Upon any actual or alleged liability assumed by any **Insured** under any express contract or agreement; provided, that this EXCLUSION (F) shall not apply to liability which would have attached in the absence of such express contract or agreement;

(G) **INTELLECTUAL PROPERTY**

Based Upon any actual or alleged infringement of patent, copyright or trademark or misappropriation of intellectual property, ideas or trade secrets;

(H) **KNOWINGLY FALSE PUBLICATION**

Based Upon any oral or written publication of material by or at the direction of any **Insured** with knowledge of its falsity;

(I) **INSURED VS. INSURED**

brought or maintained by or on behalf of any **Insured**; provided, that this EXCLUSION (I) shall not apply to any **Claim** brought or maintained by or on behalf of an **Employee** in connection with **Professional Services** provided by an **Insured** to such **Employee** in a professional/client relationship where a fee for a service has been paid;

(J) **AFFILIATED PARTIES**

brought or maintained by or on behalf of any entity:

- (1) that was or is owned, operated or controlled by any **Insured**;
- (2) that did or does own, operate or control any **Insured**; or
- (3) of which any **Insured** was or is a member of the Board of Directors, officer, member of the Board of Managers, partner or principal stockholder;

(K) **ANTITRUST, COMPETITION ACT AND UNFAIR TRADE PRACTICES**

Based Upon any actual or alleged price fixing (including horizontal or other price fixing of wages, hours, salaries, compensation, benefits or any other terms and conditions of employment), restraint of trade, monopolization, or violation of:

- (1) the *Competition Act*, R.S.C. 1985, c. C-34, in Canada;
- (2) the *Interstate Commerce Act of 1887*, the *Sherman Antitrust Act of 1890*, the *Clayton Act of 1914*, the *Robinson-Patman Act of 1936*, the *Cellar-Kefauver Act of 1950*, or the *Federal Trade Commission Act of 1914* in the United States of America; or
- (3) any **Similar Legislation** involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities;

(L) **BENEFIT LAW**

for any actual or alleged violation of the responsibilities, duties or obligations imposed by:

- (1) the *Pension Benefit Standards Act, 1985*, R.S.C. 1985, c. 32 (2nd Supp.), the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), including any rules, regulations or amendments thereunder and any of the same or similar provisions of any province or territory;
- (2) the *Employee Retirement Income Security Act of 1974*, including any rules, regulations or amendments thereunder (including amendments relating to the *Consolidated Omnibus Budget Reconciliation Act of 1985* and the *Health Insurance Portability and Accountability Act of 1996*); or
- (3) any **Similar Legislation** related to employee benefits;

(M) **POLLUTION**

- (1) **Based Upon** any actual, alleged, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of any **Pollutant**;
- (2) **Based Upon** any request, demand, direction, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any **Pollutant**; or
- (3) brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of, any **Pollutant**;

(N) **MOULD**

- (1) **Based Upon** any actual, alleged, or threatened exposure to, or manifestation, dispersal, seepage, leakage, migration, release, appearance, presence, reproduction or growth of, **Mould**;
- (2) **Based Upon** any request, demand, direction, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **Mould**; or
- (3) brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of, **Mould**;

(O) **NUCLEAR**

Based Upon any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear or radioactive material;

(P) **SOCIAL ENGINEERING FRAUD**

Based upon the intentional misleading of any **Insured** through misrepresentation of a material fact which is relied upon by any **Insured** as genuine and results in the voluntary transfer, payment or delivery of money, securities or other property;

(Q) **GUARANTEES AND WARRANTIES**

Based Upon any express or implied warranty, guarantee, penalty clause or cost estimate;

(R) **ESTIMATE OF PROFITS AND COMMINGLING**

Based Upon any actual or alleged:

- (1) estimates of profits, return on capital, economic return or other estimates giving rise to forecasts of economic return; or
- (2) improper use or commingling of any funds or monies; or

(S) **WAR**

Based Upon any actual or alleged civil or foreign war, invasion, hostilities (whether war be declared or not), act of foreign enemy, rebellion, insurrection, revolution, military or usurped power, martial law or confiscation by order of any government or public authority.

IV. COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY

The Limit of Liability stated in the Declarations Page for Insuring Agreement (E) **Crisis Management Expenses Coverage** of this Coverage Section is the maximum limit of the Insurer's liability for all **Crisis Management Expenses** resulting from all **Crisis Management Events**, which amount shall be in addition to, and not part of, the Policy Aggregate Limit of Liability and the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section.

V. COVERAGE SECTION SPECIFIC DEDUCTIBLE

The following provision shall apply in addition to the provisions of Section **IV. DEDUCTIBLES** of the General Terms and Conditions:

The obligation of the Insurer to pay on behalf of a **Named Insured** under Insuring Agreement (E) **Crisis Management Expenses Coverage** of this Coverage Section applies only to the amount of **Crisis Management Expenses** in excess of the applicable Deductible amount stated in the Declarations Page.

VI. RETIRED PROFESSIONALS

The Insurer agrees that, in the event an **Employee** or **Executive** retires from professional practice during the **Policy Period**, the coverage provided by this Coverage Section shall be automatically extended for a maximum period of six (6) years from such **Employee's** or **Executive's** official retirement date, but only with respect to any **Claim** made against such **Employee** or **Executive Based Upon Wrongful Acts** committed or allegedly committed by such **Employee** or **Executive** prior to such official retirement date.

However, this automatic extension shall not apply if:

- (A) either a replacement policy or **Extended Reporting Period** is obtained by the **First Named Insured** and in force during the six (6) year period from such official retirement date;
- (B) such retirement is due to or occurs during an event described in paragraph (B) **Acquisition by Another Organization** or (C) **Cessation of a Subsidiary** of Section **XI. CHANGES IN EXPOSURE** of the General Terms and Conditions; or
- (C) such **Employee** or **Executive** continues to provide **Professional Services** in any capacity for or on behalf a **Named Insured**. In no event shall the coverage provided under this Section **VI.** extend to any **Insured** other than such retired **Employee** or **Executive**.

Policy 5E82269D4 Professional Liability

Privacy Breach Endorsement (0626)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. Section I. **INSURING AGREEMENTS** of the Professional Liability Coverage Section is amended to include the following:

Privacy Breach Expense Coverage:

Upon satisfactory proof of payment by a "**Named Insured**", the Insurer will reimburse such "**Named Insured**" for "**Privacy Breach Expenses**" actually paid by such "**Named Insured**" resulting from a "**Privacy Breach Incident**" that first occurs and is first discovered during the "**Policy Period**".

Privacy Breach Liability Coverage:

The Insurer will pay, on behalf of an "**Insured**", "**Loss**" from any "**Claim**" first made against an "**Insured**" during the "**Policy Period**" or applicable "**Extended Reporting Period**" for a "**Privacy Breach Wrongful Act**" committed or allegedly committed on or after the "**Privacy Breach Retroactive Date**".

2. For the purposes of this endorsement only:

- a. Definition (D) "**Claim**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:

(D) "**Claim**" means:

- (1) a written demand for monetary relief, commenced by an **Insured's** receipt of such demand;
 - (2) a civil proceeding, other than an investigation or an administrative or regulatory proceeding, commenced by the service of a complaint, notice of action or similar pleading; or
 - (3) an arbitration or mediation proceeding commenced by an "**Insured's**" receipt of a demand for arbitration, demand for mediation or similar document;
- against an "**Insured**" for a "**Privacy Breach Wrongful Act**", including any appeal therefrom; or
- (4) a written request received by an "**Insured**" to toll or waive a limitation period, relating to any matter outlined in paragraphs (1) through (3) above.

- b. Definition (E) "**Crisis Management Event**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:

(E) "**Crisis Management Event**" means any actual or threatened publication of information in connection with a "**Claim**" or a "**Privacy Breach Incident**" that did, or would reasonably be expected to, cause material public harm to a "**Named Insured**".

- c. Definition (T) "**Loss**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section does not include:

- (a) "**Privacy Breach Expenses**";
- (b) an "**Insured's**" economic loss, including but not limited to loss of purchase or sale price, income, profits, share value, good will or damage to reputation; or
- (c) license, fees or royalties of any kind.

- d. Definition (CC) **Wrongful Act** of Section II. **DEFINITIONS** of the Professional Liability Coverage Section does not include any **Privacy Breach Wrongful Act**.

3. For the purposes of this endorsement only, the following definitions are added to Section II. **DEFINITIONS** of the Professional Liability Coverage Section:

"**Collection Responsibilities**" means the gathering, collection, acquisition, use, obtaining, taking, disclosure, sharing, dissemination, or access to or of "**Personally Identifiable Information**", including but not limited to allowing any person to assent, consent, opt-in, opt-out or withhold or withdraw assent or consent to such gathering, collection, acquisition, use, obtaining, taking, disclosure, sharing, dissemination, or access to or of their "**Personally Identifiable Information**".

"**Credit Monitoring Services**" means services for monitoring credit, including related remediation services or identity restoration services, provided to any individual who is, or is reasonably believed to be, a victim of an "**Information Loss**". "**Credit Monitoring Services**" does not include any services for:

- (1) any individual who does not have a Social Insurance Number or Social Security Number; or
- (2) any individual notified under any law, statute, ordinance or regulation outside of Canada or the United States of America, including its territories or possessions.

"**Data Breach Expenses**" means reasonable and necessary expenses for legal counsel regarding how to respond to a "**Privacy Breach Incident**". "**Data Breach Expenses**" does not include "**Forensic Expenses**".

"**Designated Vendor**" means a vendor selected and approved in writing by the Insurer to provide services to an "**Insured**".

"**Forensic Expenses**" means reasonable and necessary expenses for forensic analysis of the nature, extent and severity of a "**Privacy Breach Incident**" and the number and identities of persons affected.

"**Hostile Cyber Activity**" means any actual or attempted:

- (1) access or use of any computer, computer system or network by unauthorized persons or organizations (including access or use by persons or

- organizations in a manner that exceeds their authority), regardless of whether such access affects the functionality of such computer, system or network or alters, deletes corrupts or denies access to any data stored therein; or
- (2) operations directed at any computer, computer system or network to:
- (a) alter, delete, corrupt or deny access to any computer, computer system or network or to any data stored therein;
 - (b) partially or totally disrupt or disable the functioning of any computer, computer system or network or any related physical infrastructure; or
 - (c) cause:
 - (i) bodily injury;
 - (ii) physical injury to tangible property; or
 - (iii) loss of use of tangible property regardless of whether such property is physically injured; outside of any computer, computer system or network.

"Information Loss" means an unauthorized or accidental disclosure or loss of:

- (1) confidential and proprietary information of others; or
- (2) Personally Identifiable Information,

in a **"Named Insured's"** care, custody or control. **"Information Loss"** does not include an unauthorized or accidental disclosure or loss of any such information of an **"Insured"**.

"Information Risk Expenses" means:

- (1) **"Credit Monitoring Services"** provided with the Insurer's consent, but only for one (1) year after the discovery of an **"Information Loss"**; and
- (2) when a **"Designated Vendor"** reasonably recommends, reasonable expenses for the creation of a toll-free response line for persons notified of an **"Information Loss"**.

"Named Insured's Network" means any network of computers owned, leased or operated by a **"Named Insured"** in support of such **"Named Insured's"** **"Professional Services"**.

"Network Security Incident" means:

- (1) the inability of authorized persons or organizations to access or use the **"Named Insured's Network"**, including an unauthorized attack on a **"Named Insured's"** operating system or website that successfully corrupts, damages, destroys, deletes, or impairs the **"Named Insured's Network"**;
- (2) access or use of the **"Named Insured's Network"** by unauthorized persons, including access or use by persons in a manner that exceeds their authority; or
- (3) transmission of a virus or malware by an **"Insured"**.

"Notification Expenses" means the reasonable and necessary cost or expense incurred for notification to those whose **"Personally Identifiable Information"** was affected by an **"Information Loss"**, including but not limited to a voluntary notification that a **"Designated Vendor"** reasonably recommends. **"Notification Expenses"** also includes the reasonable and necessary cost or expense for providing notification of an **"Information Loss"** to the Office of the Privacy Commissioner of Canada and any other regulatory authority as may be required.

"Personally Identifiable Information" means:

- (1) an individual's first name or first initial and last name in combination with one or more of the following data elements for such individual:
 - (a) Social Insurance Number or Social Security Number;
 - (b) driver's license number or non-driver identification card number;
 - (c) account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to the individual's financial account;
 - (d) information regarding medical history, mental or physical condition, medical treatment or diagnosis by a health care professional;
 - (e) health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual or any information in the individual's application and claims history, including any appeals records; or
 - (f) biometric identifiers, including fingerprints or retina scan;
- (2) a user name or email address in combination with a password or security question and answer that would permit access to an online account; or
- (3) any other non-public personally identifiable information protected under any federal, provincial, state, local or foreign law, statute, ordinance or regulation; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial or medical record.

"Personally Identifiable Information" does not include publicly available information that is lawfully made available to the general public from federal, provincial, state, local or foreign government records.

"Privacy Breach Expenses" means the following reasonable and necessary expenses incurred through a **"Designated Vendor"**:

- (1) **"Data Breach Expenses"**;
- (2) **"Information Risk Expenses"**;
- (3) **"Notification Expenses"**; and
- (4) **"Forensic Expenses"**.

"Privacy Breach Expenses" does not include: (a) **"Defense Expenses"**; (b) any remuneration, salaries, wages, fees, overhead or benefit expenses of any **"Insured"**; (c) any fines, penalties, taxes, sanctions or assessments; or (d) an **"Insured's"** economic loss, including but not limited to loss of purchase or sale price, income, profits, share value, good will or damage to reputation.

"Privacy Breach Incident" means:

- (1) an **"Information Loss"**; or
- (2) a **"Network Security Incident"**,

in connection with an **"Insured's"** rendering of **"Professional Services"** to a client of a **"Named Insured"**.

"Privacy Breach Wrongful Act" means an actual or alleged act, error or omission by an **"Insured"** that directly results in:

- (1) an **"Information Loss"**; or
- (2) a **"Network Security Incident"**,

in connection with an **"Insured's"** rendering of **"Professional Services"** to a client of a **"Named Insured"**.

"Privacy Breach Retroactive Date" means the earlier of:

- (1) the inception date of this Policy stated in the Declarations Page; or
- (2) the inception date of the first professional liability policy or coverage section issued by the Insurer to the **"First Named Insured"** and continuously renewed by the Insurer until the inception date of this Policy stated in the Declarations Page, but only if such policy or coverage section and all renewals thereof provided the same or similar coverage to the coverage provided by the Privacy Breach Endorsement attached to this Policy.

"Privacy Regulation" means any law, statute, ordinance or regulation applying to an **"Information Loss"** or **"Collection Responsibilities"** involving **"Personally Identifiable Information"**, including but not limited to the following:

- (1) the *Personal Information Protection and Electronic Documents Act* (PIPEDA), S.C. 2000, c. 5, in Canada;
- (2) provincial privacy laws regulating **"Personally Identifiable Information"**;
- (3) the *Personal Health Information Protection Act*, 2004 (Ontario), S.O. 2004, c. 3, Sched. A, and other provincial and territorial health information protection laws;
- (4) the *Gramm-Leach Bliley Act*, the *Health Information Technology for Economic and Clinical Health Act* (HITECH) and the *Health Insurance Portability and Accountability Act* (HIPAA) in the United States of America;
- (5) Section 5(a) of the *Federal Trade Commission Act* in the United States of America, but solely for alleged unfair or deceptive acts or practices in or affecting commerce in the use of **"Personally Identifiable Information"**; and
- (6) the European Union *General Data Protection Regulation* (GDPR).

4. The lead in phrase of Section III. **EXCLUSIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:

This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, any **"Privacy Breach Incident"**, **"Privacy Breach Expenses"** or **"Loss"** from any **"Claim"**:

5. For the purposes of this endorsement only, each reference to the phrase **"Wrongful Act"** or **"Personal Injury Wrongful Act"** in Exclusions (A), (B) and (C) of Section III. **EXCLUSIONS** of the Professional Liability Coverage Section is replaced with the phrase **"Wrongful Act"**, **"Personal Injury Wrongful Act"** or **"Privacy Breach Wrongful Act"**.
6. Exclusion (G) **INTELLECTUAL PROPERTY** of Section III. **EXCLUSIONS** of the Professional Liability Coverage Section shall not apply to any **"Claim"** for a covered **"Information Loss"** involving the misappropriation, misuse, gaining or taking of a confidential and proprietary business trade secret of a client of a **"Named Insured"** with whom such **"Named Insured"** has entered into a written contract or agreement.
7. For the purposes of this endorsement only, Exclusion (S) **WAR** of Section III. **EXCLUSIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:

(S) **WAR, STATE-SPONSORED ACTIVITY, HOSTILE CYBER ACTIVITY, ECONOMIC SANCTIONS**

"Based Upon" any means, methods or techniques of engaging in:

- (1) War, including cyber warfare, hybrid warfare, undeclared war or civil war;
- (2) Warlike action, including action in hindering or defending against an actual or expected attack, either directly or indirectly performed, ordered or sponsored by any: (a) government, sovereign or other authority; (b) agent, branch, subdivision or entity of any government, sovereign or other authority; or (c) other person or organization acting on behalf of any government, sovereign or other authority;
- (3) Espionage, illegal activity or vandalism either directly or indirectly performed, ordered or sponsored by any: (a) government, sovereign or other authority; (b) agent, branch, subdivision or entity of any government, sovereign or other authority; or (c) other person or organization acting on behalf of any government, sovereign or other authority;
- (4) **"Hostile Cyber Activity"** either directly or indirectly performed, ordered or sponsored by any: (a) government, sovereign or other authority; (b) agent, branch, subdivision or entity of any government, sovereign or other authority; or (c) other person or organization acting on behalf of any government, sovereign or other authority;
- (5) Economic sanctions by any: (a) government, sovereign or other authority; (b) agent, branch, subdivision or entity of any government, sovereign or other authority; or (c) other person or organization acting on behalf of any government, sovereign or other authority;
- (6) Insurrection, rebellion, revolution or usurped power;

including but not limited to means, methods or techniques that: (a) are physical, kinetic, cyber or economic; (b) are offensive or defensive; or (c) impact a government, sovereign or other authority, or impact individual persons, individual organizations or any group(s) of persons or organizations.

Such **"Privacy Breach Incident"**, **"Privacy Breach Expenses"** or **"Loss"** from any **"Claim"** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such **"Privacy Breach Incident"**, **"Privacy Breach Expenses"** or **"Loss"** from any **"Claim"**.

8. The following exclusion is added to Section III. **EXCLUSIONS** of the Professional Liability Coverage Section:

This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, any **"Privacy Breach Incident"**, **"Privacy Breach Expenses"** or **"Loss"** from any **"Claim"**:

CYBER

"Based Upon" any actual or alleged:

- (1) unauthorized, unlawful, or unintentional taking, obtaining, accessing, using, disclosing, distributing, disseminating, transmitting, gathering, collecting, acquiring, corrupting, damaging, destroying, deleting, or impairing of any non-public personally identifiable information;
- (2) failure or inability of any computer, computer component (including but not limited to any hardware, network, terminal device, data storage device, input, output or transfer device, or back up facility), application, program, software, code, or script of any kind (a "System") to perform or function as planned or intended, including but not limited to any failure or inability of any System to prevent any hack, virus, contaminant, worm, trojan horse, logic bomb, or unauthorized or unintended accessing or use involving any System; or
- (3) advice, consultation or supervision provided or which should have been provided to determine, rectify or test for any potential or actual event described in paragraph (1) or (2) above;

provided, that this exclusion shall not apply to any coverage specifically provided under the Privacy Breach Expenses Coverage or Privacy Breach Liability Coverage Insuring Agreements.

9. For the purposes of this endorsement only, the following exclusions are added to Section III. **EXCLUSIONS** of the Professional Liability Coverage Section: This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, any **"Privacy Breach Incident"**, **"Privacy Breach Expenses"** or **"Loss"** from any **"Claim"**:

COSTS TO COMPLY WITH WARRANTIES OR FOR RECALL, REMOVAL OR WITHDRAWAL

"Based Upon" any loss, cost or expense incurred by any **"Insured"** or others:

- (1) to comply with any warranty for any good, product or service;
- (2) to provide, complete, correct, repair, replace, reproduce, reprint, restore, upgrade, supplement or otherwise improve any good, product or service;
- (3) for the recall, removal or withdrawal of any good, product or service from the market or from use by any person or organization for any reason; or
- (4) for the adjustment, inspection or disposal of any good, product or service;

FORCE MAJEURE

"Based Upon" fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail or act of God;

PERSONAL AND ADVERTISING INJURY

"Based Upon" any actual or alleged:

- (1) libel, slander, product disparagement, trade libel or other form of defamation;
- (2) invasion or infringement of the right of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
- (3) false arrest, detention or imprisonment;
- (4) malicious prosecution; or
- (5) wrongful entry or eviction, or other invasion of the right of private occupancy;

provided, that paragraph (2) of this Exclusion shall not apply to any **"Claim"** for a covered **"Information Loss"**;

EXTORTION/RANSOMWARE

"Based Upon" any actual or attempted obtaining of money or other property from any **"Insured"** through an actual or threatened **"Privacy Breach Incident"** including, but not limited to, any form of extortion or ransomware;

POWER, COMMUNICATIONS, DATA TRANSMISSION OR SERVICES INTERRUPTION

"Based Upon" any actual or alleged interruption, outage, surge, brownout, blackout, malfunction, defect or other failure of any power, telephone, telecommunications, wireless communications, internet, satellite or data transmission lines, equipment, facilities, infrastructure, systems or services; provided, that this exclusion shall not apply to a failure if the infrastructure responsible for such failure was under any **"Named Insured's"** operational control at the time of such failure;

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"Based Upon" any actual or alleged violation of the responsibilities, duties or obligations imposed under:

- (1) the Canadian Radio-television and Telecommunications Commission (CRTC) *Unsolicited Telecommunications Rules*, Canada's Anti-Spam Legislation (CASL), the *Consumer Reporting Act* (Ontario), R.S.O. 1990, c. C.33, the *Consumer Protection Act, 2002*, (Ontario), S.O. 2002, c. 30 Sched. A, including any rules, regulations or amendments thereunder and any of the same or similar provisions of any province or territory;
- (2) the *Telephone Consumer Protection Act* (TCPA), the *CAN-SPAM Act of 2003*, the *Fair Credit Reporting Act* (FCRA), the *Fair and Accurate Credit Transaction Act* (FACTA) in the United States of America, including any rules, regulations or amendments thereunder; or
- (3) any federal, provincial, territorial, state or local statutory, civil or common law that addresses, prohibits or limits the printing, dissemination, disposal, collection, recording, sending, transmitting, communication or distribution of material or information, including but not limited to any law pertaining to **"Collection Responsibilities"**;

provided, that paragraph (3) of this Exclusion shall not apply to any otherwise-covered **"Claim"** **"Based Upon"** any actual or alleged violation of a **"Privacy Regulation"** applying to an **"Information Loss"** involving **"Personally Identifiable Information"**;

VIOLATION OF SECURITIES LAWS

"Based Upon" any actual or alleged violation or breach of any law relating to the offer, sale, purchase, trading or valuation of securities or relating to a failure to disclose cyber events and cyber risks in securities filings;

PRIZE REDEMPTION

"Based Upon" any actual or attempted redemption or over-redemption of tickets, coupons, prizes or other goods or property in any contest, lottery, sweepstakes, promotion or game of chance, or actual or alleged violation of any laws regulating these activities;

STATE-SPONSORED ACTIVITY

"Based Upon" any actual or alleged illegal activity or vandalism either directly or indirectly performed, ordered or sponsored by a government, including any agency, authority or entity of such government;

GOVERNMENT ACTIONS

brought or maintained by or on behalf of any government agency or governmental authority for any administrative, judicial or regulatory action or order; provided, that this EXCLUSION shall not apply to any **"Claim"** brought or maintained by or on behalf of such agency or authority in its capacity as a **"Named Insured's"** client other than for any actual or alleged violation of the *Financial Administration Act* in Canada, or sections 121 (frauds on the government), 380 (fraud), and 418 (selling defective stores to Her Majesty) of the Canadian *Criminal Code*, R.S.C., 1985, c. C-46, including any amendment of or addition to such law, or any **"Similar Legislation"**.

10. The following provisions are added to Section **IV. COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY** of the Professional Liability Coverage Section:

The Limit of Liability stated in the **"Certificates of Insurance"** for the Privacy Breach Expense Coverage is the maximum limit of the Insurer's liability for all **Privacy Breach Expenses** resulting from all **Privacy Breach Incidents** for which such Insuring Agreement provides coverage, which amount shall be part of, and not in addition to, the Policy Aggregate Limit of Liability, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section and the Privacy Breach Aggregate Limit of Liability.

The Limit of Liability stated in the **"Certificates of Insurance"** for the Privacy Breach Liability Coverage is the maximum limit of the Insurer's liability for all **Loss** resulting from all **Claims** for which such Insuring Agreement provides coverage, which amount shall be part of, and not in addition to, the Policy Aggregate Limit of Liability, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section and the Privacy Breach Aggregate Limit of Liability.

The Privacy Breach Aggregate Limit of Liability stated in the **"Certificates of Insurance"** is the maximum limit of the Insurer's liability for (a) all Loss resulting from all Claims and (b) all **Privacy Breach Expenses** resulting from all **Privacy Breach Incidents** for which the Privacy Breach Expense Coverage and the Privacy Breach Liability Coverage Insuring Agreements provide coverage, which amount shall be part of, and not in addition to, the Policy Aggregate Limit of Liability and the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section

11. The following provision is added to Section **V. COVERAGE SECTION SPECIFIC DEDUCTIBLE** of the Professional Liability Coverage Section:

The obligation of the Insurer to pay on behalf of an Insured under the Privacy Breach Expense Coverage applies only to the amount of Privacy Breach Expenses in excess of the applicable Deductible amount stated in the **"Certificates of Insurance"**.

12. As a condition precedent to any right to coverage under the Privacy Breach Expense Coverage, the **"Insureds"** must give the Insurer written notice of any **"Privacy Breach Incident"** as soon as practicable, but in no event later than thirty (30) days after:

- (1) if the **"First Named Insured"** is a natural person, the **"First Named Insured"** first discovers or is made aware of such **"Privacy Breach Incident"**; or
- (2) if the **"First Named Insured"** is an entity, any **"Executive"** first discovers or is made aware of such **"Privacy Breach Incident"**.

The **"Insureds"** must also:

- (a) notify the police if the **"Privacy Breach Incident"** involves a violation or possible violation of the law;
- (b) submit to examination under oath at the Insurer's request, while not in the presence of any other **"Insured"**, and give the Insurer a signed statement of such answers;
- (c) as often as reasonably requested, permit the Insurer to inspect the **"Named Insured's Network"** and examine and make copies of the **"Named Insured's"** books and records;
- (d) send the Insurer a detailed, signed sworn proof of loss as soon as reasonably practicable after the Insurer's request; and
- (e) cooperate with the Insurer in the investigation and settlement of the **"Privacy Breach Incident"**.

13. For the purposes of this endorsement only, each reference to the term **"Loss"** in paragraphs (A) and (B) of Section **III. LIMITS OF LIABILITY** of the General Terms and Conditions and Section **XXIII. OTHER INSURANCE** of the General Terms and Conditions shall include the term **"Privacy Breach Expenses"** as such term is defined in this endorsement and each reference to the term **"Claim"** in paragraphs (A) and (B) of Section **III. LIMITS OF LIABILITY** of the General Terms and Conditions and Section **XXIII. OTHER INSURANCE** of the General Terms and Conditions shall include the term **"Privacy Breach Incident"** as such term is defined in this endorsement.

14. For the purposes of this endorsement only, each reference to the phrase **"Wrongful Act" or "Personal Injury Wrongful Act"** or **"Wrongful Acts" or "Personal Injury Wrongful Acts"** in the following provisions of the General Terms and Conditions is replaced with the phrase **"Wrongful Act", "Personal Injury Wrongful Act" or "Privacy Breach Wrongful Act"** or **"Wrongful Acts", "Personal Injury Wrongful Acts" or "Privacy Breach Wrongful Acts"**, as applicable:

Definition (C) **"Circumstance"** of Section **II. DEFINITIONS**

Section **III. LIMITS OF LIABILITY** (E)

Section **V. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES**

Section **VI. CLAIM DEFENCE, REPORTING AND SETTLEMENT** (B)

Section **IX. TERRITORY**

Section **X. EXTENDED REPORTING PERIOD**

15. The following provision is added to paragraph (D) **Insurer's Consent** of Section **VI. CLAIM DEFENCE, REPORTING AND SETTLEMENT** of the General Terms and Conditions:

The "**Insured**" shall not voluntarily make any payment of, assume any obligation with respect to, or incur any, "**Privacy Breach Expenses**" without the Insurer's prior written consent.

16. For the purposes of this endorsement only, Section **XI. CHANGES IN EXPOSURE** of the General Terms and Conditions is amended as follows:

- a. The following provision is added to paragraph (A) **Acquisition/Creation of Another Organization**:

Coverage under the Professional Liability Coverage Section shall be provided for such other organization and its "**Insureds**" solely for "**Privacy Breach Incidents**" that occur after the effective date of such acquisition or creation.

- b. The following provision is added to paragraph (B) **Acquisition by Another Organization**:

Coverage under the Professional Liability Coverage Section shall continue until termination of such Coverage Section solely with respect to "**Privacy Breach Incidents**" that occurred before the effective date of such merger, consolidation or acquisition.

- c. The following provision is added to paragraph (C) **Cessation of Subsidiary**:

Coverage under the Professional Liability Coverage Section with respect to such former "**Subsidiary**" and its "**Insureds**" shall continue until termination of such Coverage Section solely with respect to "**Privacy Breach Incidents**" that occurred while such "**Named Insured**" entity was a "**Subsidiary**".

Words and phrases that appear in bold and/or in quotation marks are defined within this endorsement or in the applicable Definitions section of this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Professional Liability

LEGAL GUARD® INFORMATION SERVICE

Legal Guard provides the following services:

- 24/7 telephone access to a legal information service for questions you have relating to your business.
- Unlimited access- use the service as often as you want.
- Legal information will be provided by qualified lawyers in response to your questions.
- If you need full legal representation or advice, referral to a local lawyer can be arranged at preferred rates.

How to Obtain Service

- Call the toll-free Legal Guard number 1-855-365-LEGA (1-855-365-5342) and you will be contacted by a qualified lawyer. When you call, please be prepared to provide:
- Your policy number;
- Your first and last name;
- Your business title and company name the policy is under;
- The phone number where you can be reached.

Legal Guard is a confidential service that applies to Canadian legal issues only. Legal information services are provided by an independent third party. The service provider does not disclose to us any details of your call.

Conditions and Limitations

- Only officers of the company named on the policy may contact Legal Guard.
- Legal information cannot be provided regarding personal matters, criminal law or questions relating to a business other than that shown on the policy this form is attached to.
- The legal information provided does not constitute legal advice. If you require legal advice, please consult a lawyer. You can be referred to a qualified lawyer through Legal Guard.
- Intact insurance Company assumes no responsibility for the cost or consequences of any action you take after receiving legal information and reserves the right to change offer and/or services at any time.
- LegalGuard is an information service only. It does not provide coverage or reimbursement for any legal fees incurred.

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Policy 5E82269D4
Professional Liability

**DECLARATION OF EMERGENCY EXTENSION
ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

1. The following definition is added to Section II. **DEFINITIONS** of the General Terms and Conditions:

"Emergency" means the first statutory declaration of an emergency by a Canadian public authority designated by statute for the purpose of issuing such an order:

- (1) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- (2) as provided for by the relevant governing legislation if different from paragraph (1);
provided, that such **Emergency** has a direct effect or impact on:
 - (a) the **Insured's** operations in a declared emergency area; or
 - (b) the operations of the Insurer or its agent or broker located in the declared emergency area.

"Emergency" does not include any subsequent statutory declaration(s) that may be issued relating to the same situation.

2. In the event that this Policy is due to expire during an **Emergency**, the expiration date of this Policy shall be extended until such **Emergency** is terminated plus the lesser of:

- (a) 30 days; or
 - (b) the number of days equal to the total time the **Emergency** order was in effect;
- provided, that in no event will such extension of the expiration date exceed 120 consecutive days.

3. In the event of an **Emergency**, the Insurer may only cancel this Policy pursuant to paragraph (A) of Section **XIX. CANCELLATION/NONRENEWAL** of the General Terms and Conditions after such **Emergency** is terminated plus the lesser of:

- (a) 30 days; or
 - (b) the number of days equal to the total time the **Emergency** order was in effect;
- provided, that in no event will such extension of this Policy exceed 120 consecutive days.

4. The **First Named Insured** agrees to pay the pro rata premium earned for the additional time the Insurer extends the expiration date pursuant to paragraph 2. of this endorsement or continues coverage pursuant to paragraph 3. of this endorsement.

5. In the event of an **Emergency**, the notice period required under paragraph (A) of Section **XIX. CANCELLATION/NONRENEWAL** of the General Terms and Conditions shall be suspended until such **Emergency** is terminated plus the lesser of:

- (a) 30 days; or
 - (b) the number of days equal to the total time the **Emergency** order was in effect;
- provided, that in no event will such suspension of the notice period exceed 120 consecutive days.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Policy 5E82269D4
Professional Liability

TRADE AND ECONOMIC SANCTIONS – ADDITIONAL CONDITION

This Endorsement Changes This Policy/Bond. Please Read it Carefully.

It is agreed that:

1. The following Condition is added to the conditions of this Policy/Bond:

TRADE AND ECONOMIC SANCTIONS

The Insurer/Underwriter shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy/Bond if and to the extent that doing so would breach any **Prohibition**.

2. The following definition is added to the **DEFINITIONS** section of this Policy/Bond:

Prohibition means restriction imposed by law or regulation including but not limited to:

1. trade and/or economic sanctions laws and/or regulations of Canada or any other jurisdiction or authority relevant to the parties; and
2. any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer/Underwriter has approved the provision of insurance for the activity.

All other terms, conditions and limitations of this Policy/Bond remain unchanged.

Policy 5E82269D4

Professional Liability

STATUTORY CONDITIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In accordance with the Insurance Acts of Alberta, British Columbia, Manitoba and Saskatchewan, where this Policy is made or deemed made in Alberta, British Columbia, Manitoba or Saskatchewan, this Policy is subject to the statutory conditions and statutory term set out below, unless excepted from their application under the applicable Act.

It is agreed that if there is any conflict between these statutory conditions and terms and any other provision in this Policy, such conflict shall be resolved in favour of the **Insured**.

I. STATUTORY CONDITIONS – ALBERTA, BRITISH COLUMBIA, MANITOBA, SASKATCHEWAN

Statutory Conditions 1 and 6 to 13 apply only to contracts that include insurance against loss or damage to property.

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.

*in Alberta: by recorded mail

**in Saskatchewan: on the day following the day on which

***in Alberta: the recorded mail

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 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) 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 willfully 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.

*in Saskatchewan: *The Insurance Act*

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.

*in Alberta: by recorded mail

**in Saskatchewan: the chief office

II. STATUTORY TERM – ALBERTA, BRITISH COLUMBIA, MANITOBA ONLY

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.*

*in Manitoba: *The Insurance Act*

All other terms, conditions and limitations of this Policy shall remain unchanged

Policy 5E82269D4 Professional Liability

MASTER POLICY AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

1. The name "**First Named Insured**" in the Declarations Page is deleted and replaced with the following:
 "**Sponsor Entity**": Virtgate
 PO Box 489, Station A, Windsor, Ontario, N9A 6M6
2. Definition (J) "**First Named Insured**" of Section II. **DEFINITIONS** of the General Terms and Conditions is deleted and replaced with the following:
 (J) "**First Named Insured**" means the natural person or entity stated in the applicable "**Certificate of Insurance**".
3. Definition (N) "**Named Insured**" of Section II. **DEFINITIONS** of the General Terms and Conditions is deleted and replaced with the following:
 (N) "**Named Insured**" means:
 - (1) the "**First Named Insured**"; and
 - (2) if the "**First Named Insured**" is a natural person, a personal corporation owned solely by such "**First Named Insured**" and/or their lawful spouse or "**Domestic Partner**" and incorporated for the purpose of limiting personal liability, including tax liability; or
 - (3) if the "**First Named Insured**" is a personal corporation owned solely by one licensed operating agent and/or their lawful spouse or "**Domestic Partner**" and incorporated for the purpose of limiting personal liability, including tax liability, such licensed operating agent.
4. Definition (P) "**Policy Period**" of Section II. **DEFINITIONS** of the General Terms and Conditions is deleted and replaced with the following:
 (P) "**Policy Period**" means the period from the inception date stated in the applicable "**Certificate of Insurance**" to the expiration date stated in such "**Certificate of Insurance**" or to any earlier cancellation of such "**Certificate of Insurance**".
5. The following definitions are added to Section II. **DEFINITIONS** of the General Terms and Conditions:
 "**Certificate of Insurance**" means the Certificates of Insurance that are issued under this Policy to "**First Named Insureds**" during the "**Master Policy Period**" and form a part of this Policy.
 "**Firm**" means any entity listed as an Additional Insured on the applicable "**Certificate of Insurance**", but only while the "**First Named Insured**" is performing "**Professional Services**" on behalf of such entity.
 "**Master Policy Period**" means the period from the inception date to the expiration date of this Policy stated in the Declarations Page or to any earlier cancellation of this Policy.
 "**Sponsor Entity**" means the entity designated as such in the Declarations Page who is mandated by the "**First Named Insured**" to represent their interests under this Policy.
6. Paragraph (B) **Coverage Section Aggregate Limit of Liability** of Section III. **LIMITS OF LIABILITY** of the General Terms and Conditions is deleted and replaced with the following:
 (B) Subject to (A) above, the Coverage Section Aggregate Limit of Liability stated in the applicable "**Certificate of Insurance**" for the Professional Liability Coverage Section is the maximum limit of the Insurer's liability for all "**Loss**" resulting from all "**Claims**" made against any and all "**Insureds**" under such "**Certificate of Insurance**" for which such Coverage Section provides coverage;
7. Paragraph (C) **Specific Insuring Agreement Limits of Liability** of Section III. **LIMITS OF LIABILITY** of the General Terms and Conditions is deleted and replaced with the following:
 (C) Subject to (A) and (B) above:
 - (1) the Each Claim Limit of Liability stated in the applicable "**Certificate of Insurance**" for any Insuring Agreement under the Professional Liability Coverage Section shall be the maximum limit of the Insurer's liability for all "**Loss**" under such Insuring Agreement resulting from each "**Claim**" made against any and all "**Insureds**" under such "**Certificate of Insurance**" for which such Insuring Agreement provides coverage; and
 - (2) the Aggregate Limit of Liability stated in the applicable "**Certificate of Insurance**" for any Insuring Agreement under the Professional Liability Coverage Section shall be the maximum limit of the Insurer's liability for all "**Loss**" under such Insuring Agreement resulting from all "**Claims**" made against any and all "**Insureds**" under such "**Certificate of Insurance**" for which such Insuring Agreement provides coverage.

If no such amounts are stated, then no coverage shall be available under such Insuring Agreement.

8. Paragraph (A) of Section IV. **DEDUCTIBLES** of the General Terms and Conditions is deleted and replaced with the following:

- (A) The obligation of the Insurer to pay on behalf of or to reimburse an **"Insured"** applies only to the amount of **"Loss"**, other than **"Defence Expenses"**, in excess of any applicable Deductible amount stated in the applicable **"Certificate of Insurance"**. No Deductible amount shall apply to **"Defence Expenses"**.
9. Each reference to the phrase "Declarations Page" in the following provisions of the General Terms and Conditions is replaced with the phrase "applicable **'Certificate of Insurance'**":

Paragraphs (D) and (F) of Section III.

LIMITS OF LIABILITY

Section VI. CLAIM DEFENCE, REPORTING AND SETTLEMENT

Section XXVII. QUEBEC LAW CONFORMITY

10. Paragraph (D) of Section VIII. **NOTICE** of the General Terms and Conditions is deleted and replaced with the following:

(D)(1) Notices from the Insurer to the **"Sponsor Entity"** are sent to the address designated in the Declarations Page or, if applicable, to any other address notified in writing to the Insurer.

(2) Notices from the Insurer to the **"Insured"** are sent to the **"Sponsor Entity"** at the address designated in the Declarations Page or, if applicable, to any other address notified in writing to the Insurer. It shall be the responsibility of the **"Sponsor Entity"** to notify the **"Insured"** of matters relating to such **"Insured"**.

11. Section IX. **TERRITORY** of the General Terms and Conditions is deleted and replaced with the following:

This Policy applies to **"Wrongful Acts"** or **"Personal Injury Wrongful Acts"** committed or allegedly committed anywhere in the world; provided, that **"Claims"** must be made in Canada.

12. Section X. **EXTENDED REPORTING PERIOD** of the General Terms and Conditions is deleted and replaced with the following:

X. EXTENDED REPORTING PERIOD

(A) Nonrenewal of the Master Policy

If this Policy is not renewed for any reason by the Insurer or the **"Sponsor Entity"**, then solely with respect to the Professional Liability Coverage Section, an additional period of time during which **"Claims"** made against an **"Insured"** under this Policy may be reported (the **"Master Policy Extended Reporting Period"**) shall be made available as described in this Section X., but any such **"Master Policy Extended Reporting Period"** shall apply only to **"Claims"** for **"Wrongful Acts"** or **"Personal Injury Wrongful Acts"** committed or allegedly committed before:

- (1) the effective date of such non-renewal of this Policy (the "Termination Date"); or
- (2) the effective date of any applicable event described in paragraph (B) **Acquisition by Another Organization** of Section XI. **CHANGES IN EXPOSURE** of these General Terms and Conditions,

whichever is earlier.

No **"Master Policy Extended Reporting Period"** shall in any way increase the Insurer's Limits of Liability stated in the applicable **"Certificates of Insurance"**, and the Insurer's Limits of Liability for **"Claims"** made during any **"Master Policy Extended Reporting Period"** shall be part of, and not in addition to, the applicable Limits of Liability stated in the applicable **"Certificates of Insurances"**. The offer of renewal terms, conditions, limits of liability, deductibles or premium different from those in effect prior to renewal shall not constitute cancellation or refusal to renew for purposes of this Section X.

The **"Sponsor Entity"** may purchase the **"Master Policy Extended Reporting Period"** for a period of one (1) year by notifying the Insurer in writing of its intention to do so no later than thirty (30) days after the Termination Date. The additional premium for the **"Master Policy Extended Reporting Period"** shall equal 75% of the full annual premium (including any premium adjustments made during the **"Master Policy Period"**) for this Policy, and must be paid no later than thirty (30) days after the Termination Date. The entire additional premium shall be deemed fully earned upon inception of such **"Master Policy Extended Reporting Period"**.

If no election to purchase the **"Master Policy Extended Reporting Period"** is made as described above, or if the additional premium for such **"Master Policy Extended Reporting Period"** is not paid within thirty (30) days after the Termination Date, there will be no right to purchase the **"Master Policy Extended Reporting Period"** at any later time.

The **"Master Policy Extended Reporting Period"** shall not apply if a replacement policy is obtained by the **"Sponsor Entity"**. Section XXIII. **OTHER INSURANCE** of the General Terms and Conditions and any other provision to the contrary in this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this paragraph.

(B) Termination or Nonrenewal of a Certificate of Insurance

If a **"Certificate of Insurance"** is terminated for any reason, other than non-payment of premium, or is not renewed for any reason by the Insurer or the **"First Named Insured"**, then solely with respect to the Professional Liability Coverage Section, an additional period of time during which **"Claims"** made against an **"Insured"** under such **"Certificate of Insurance"** may be reported (the **"Certificate of Insurance Extended Reporting Period"**) shall be made available as described in this Section X., but any such **"Certificate of Insurance Extended Reporting Period"** shall apply only to **"Claims"** for **"Wrongful Acts"** or **"Personal Injury Wrongful Acts"** committed or allegedly committed before:

- (1) the effective date of such termination or non-renewal of such **"Certificate of Insurance"** (the "Certificate Termination Date"); or
- (2) the effective date of any applicable event described in paragraph (B) **Acquisition by Another Organization** of Section XI. **CHANGES IN EXPOSURE** of these General Terms and Conditions,

whichever is earlier.

No **"Certificate of Insurance Extended Reporting Period"** shall in any way increase the Insurer's Limits of Liability stated in the applicable **"Certificate of Insurance"**, and the Insurer's Limits of Liability for **"Claims"** made during any **"Certificate of Insurance Extended Reporting Period"** shall be part of, and not in addition to, the applicable Limits of Liability stated in the applicable **"Certificate of Insurances"**. The offer of renewal terms, conditions, limits of liability, deductibles or premium different from those in effect prior to renewal shall not constitute cancellation or refusal to renew for purposes of this Section X.

The **"First Named Insured"** may purchase the **"Certificate of Insurance Extended Reporting Period"** for a period of one (1) year by notifying the Insurer in writing of their intention to do so no later than thirty (30) days after the Termination Date. The additional premium for the **"Certificate of Insurance Extended Reporting Period"** shall equal 75% of the full annual premium (including any premium adjustments made during the **"Policy Period"**) for such **"Certificate of Insurance"**, and must be paid no later than thirty (30) days after the Certificate Termination Date. The entire additional premium shall be deemed fully earned upon inception of such **"Certificate of Insurance Extended Reporting Period"**.

If no election to purchase the **"Certificate of Insurance Extended Reporting Period"** is made as described above, or if the additional premium for such **"Certificate of Insurance Extended Reporting Period"** is not paid within thirty (30) days after the Certificate Termination Date, there will be no right to purchase the **"Certificate of Insurance Extended Reporting Period"** at any later time.

The **"Certificate of Insurance Extended Reporting Period"** shall not apply if a replacement policy is obtained by the **"First Named Insured"**. Section XXIII. **OTHER INSURANCE** of the General Terms and Conditions and any other provision to the contrary in this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this paragraph.

(C) Cessation of Professional Activities

If during the **"Policy Period"**, a **"First Named Insured"** becomes disabled, dies or otherwise becomes exempt from the requirement to maintain professional liability insurance, then solely with respect to the Professional Liability Coverage Section, an additional period of time during which **"Claims"** made against an **"Insured"** under such **"First Named Insured's"** **"Certificate of Insurance"** may be reported (a **"Cessation of Activities Extended Reporting Period"**) shall be made available as described in this Section X., but any such **"Cessation of Activities Extended Reporting Period"** shall apply only to **"Claims"** for **"Wrongful Acts"** or **"Personal Injury Wrongful Acts"** committed or allegedly committed before the date such **"First Named Insured"** becomes disabled, dies or otherwise becomes exempt from the requirement to maintain professional liability insurance.

No **"Cessation of Activities Extended Reporting Period"** shall in any way increase the Insurer's Limits of Liability stated in the applicable **"Certificate of Insurance"**, and the Insurer's Limits of Liability for **"Claims"** made during any **"Cessation of Activities Extended Reporting Period"** shall be part of, and not in addition to, the applicable Limits of Liability stated in the applicable **"Certificate of Insurance"**.

The **"First Named Insured"**, or the estate, heirs, legal representatives or assigns of such **"First Named Insured"**, may purchase a **"Cessation of Activities Extended Reporting Period"** for one of the periods of time stated below by notifying the Insurer in writing of their intention to do so no later than thirty (30) days from the date such **"First Named Insured"** becomes disabled, dies or otherwise becomes exempt from the requirement to maintain professional liability insurance. The additional premium for a **"Cessation of Activities Extended Reporting Period"** shall equal the applicable percentage, as stated below, of the full annual premium (including any premium adjustments made during the **"Policy Period"**) for the applicable **"Certificate of Insurance"**, and must be paid no later than thirty (30) days from the date such **"First Named Insured"** becomes disabled, dies or otherwise becomes exempt from the requirement to maintain professional liability insurance. The entire additional premium shall be deemed fully earned upon inception of such **"Cessation of Activities Extended Reporting Period"**.

Cessation of Activities Extended Reporting Period Options:

<u>Cessation of Activities Extended Reporting Period</u>	<u>Percentage of Full Annual Premium</u>
1 Year	100%
2 Years	125%
3 Years	150%
4 Years	175%
5 Years	200%
6 Years	225%
7 Years	250%
8 Years	275%
9 Years	300%
10 Years	325%

If no election to purchase a **"Cessation of Activities Extended Reporting Period"** is made as described above, or if the additional premium for any such **"Cessation of Activities Extended Reporting Period"** is not paid within thirty (30) days from the date such **"First Named Insured"** becomes disabled, dies or otherwise becomes exempt from the requirement to maintain professional liability insurance, there will be no right to purchase any **"Cessation of Activities Extended Reporting Period"** at any later time.

The **"Cessation of Activities Extended Reporting Period"** shall not apply if a replacement policy is obtained by the **"First Named Insured"**. Section XXIII. **OTHER INSURANCE** of the General Terms and Conditions and any other provision to the contrary in this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this paragraph.

13. Paragraphs (A) and (C) of Section XI. **CHANGES IN EXPOSURE** of the General Terms and Conditions are deleted.
14. Section XVI. **FIRST NAMED INSURED RIGHTS AND OBLIGATIONS** of the General Terms and Conditions is deleted and replaced with the following:

(A) **Mandate of the Sponsor Entity**

The **"First Named Insured"** agrees that the **"Sponsor Entity"** is mandated to act on behalf of all **"Insureds"** with respect to:

- (1) the giving or receiving of any notices required by this Policy;
- (2) the receiving and acceptance of any endorsements issued to form a part of this Policy; and
- (3) the exercising or declining to exercise the **"Master Policy Extended Reporting Period"**.

(B) **Payment of Premium**

The **"Sponsor Entity"** is mandated to act on behalf of the **"First Named Insured"** with respect to the payment of premiums and receiving of return premiums from the Insurer.

15. Section **XIX. CANCELLATION/NONRENEWAL** of the General Terms and Conditions is deleted and replaced with the following:

(A) **Cancellation of a Certificate of Insurance**

- (1) The Insurer may cancel a **"Certificate of Insurance"** by giving the **"Sponsor Entity"**, at the last mailing address known to it, written notice of cancellation by registered or certified mail or personally delivered. The written notice must be delivered:

- (a) at least fifteen (15) days before the effective date of cancellation if cancellation is for non-payment of premium; or
- (b) at least sixty (60) days before the effective date of cancellation if cancellation is for any other reason.

Except in Quebec, the notice period begins on the day after receipt of the notice at the post office to which it is addressed. Proof of mailing will be sufficient proof of notice. In Quebec, the notice period begins the day on which the notice is received at the last known address.

It shall be the responsibility of the **"Sponsor Entity"** to notify the **"First Named Insured"** under such **"Certificate of Insurance"** of such cancellation.

- (2) A **"Certificate of Insurance"** may be cancelled by the **"First Named Insured"** by mailing or personally delivering to the Insurer written notice stating when thereafter such cancellation will be effective. If no date is specified, cancellation is effective upon receipt of the notice.

In the event of cancellation, the Insurer shall send the **"Sponsor Entity"** any premium refund due. In all cases, the earned premium will be computed *pro rata*. The cancellation will be effective even if the Insurer has not made or offered a refund.

(B) **Notice of Non-Renewal or Reduction in Coverage**

- (1) In the event of non-renewal of this Policy by the Insurer, the Insurer must send the **"Sponsor Entity"** written notice at least one hundred twenty (120) days before the expiration date of this Policy. If the date of receipt of the notice is less than one hundred twenty (120) days from the expiration date of this Policy, the **"Master Policy Period"** will be extended by the number of days required to complete the notice period, subject to payment of an additional premium computed *pro rata* of the last annual premium for this Policy.

In the event of a change by the Insurer reducing the coverage under this Policy, the Insurer shall send the **"Sponsor Entity"** written notice at least one hundred twenty (120) days before the effective date of such change.

Except in Quebec, the notice period begins on the day after receipt of the notice at the post office to which it is addressed. Proof of mailing will be sufficient proof of notice. In Quebec, the notice period begins the day on which the notice is received at the last known address.

It shall be the responsibility of the **"Sponsor Entity"** to notify all **"Insureds"** of any non-renewal or change to this Policy.

- (2) In the event of non-renewal of a **"Certificate of Insurance"** by the Insurer, the Insurer must send the **"Sponsor Entity"** written notice at least sixty (60) days before the expiration date of such **"Certificate of Insurance"**. If the date of receipt of the notice is less than sixty (60) days from the expiration date of such **"Certificate of Insurance"**, the **"Policy Period"** of such **"Certificate of Insurance"** will be extended by the number of days required to complete the notice period, subject to payment of an additional premium computed *pro rata* of the last annual premium for such **"Certificate of Insurance"**.

In the event of a change by the Insurer reducing the coverage under a **"Certificate of Insurance"**, the Insurer shall send the **"Sponsor Entity"** written notice at least sixty (60) days before the effective date of such change.

Except in Quebec, the notice period begins on the day after receipt of the notice at the post office to which it is addressed. Proof of mailing will be sufficient proof of notice. In Quebec, the notice period begins the day on which the notice is received at the last known address.

It shall be the responsibility of the **"Sponsor Entity"** to notify the **"First Named Insured"** under such **"Certificate of Insurance"** of any non-renewal or change to such **"Certificate of Insurance"**.

16. Section **XXI. ENTIRE AGREEMENT** of the General Terms and Conditions is deleted and replaced with the following:

The **"Insureds"** agree that this Policy, including the **"Application"**, Declarations Page, **"Certificates of Insurance"** and any endorsements, constitutes the entire agreement between them and the Insurer or any of its agents relating to this insurance.

17. Paragraph (5) of Definition (D) **"Claim"** of Section **II. DEFINITIONS** of the Professional Liability Coverage Section is deleted.

18. Definition (J) **"Employee"** of Section **II. DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:

- (J) **"Employee"** means any **"Office Assistant"** or **"Licensed Assistant"** whose labour or service was, is or becomes both engaged and directed by the **"First Named Insured"**, including on a part-time, seasonal, temporary, volunteer or intern basis. **"Employee"** also includes any **"Office Assistant"** or **"Licensed Assistant"** who is leased to, and performing services on behalf of, the **"First Named Insured"**, but only if the **"First Named Insured"** provides indemnification to such leased individual in the same manner as is provided to the **"First Named Insured's"** employees.

"Employee" does not include any natural person while employed by a **"Firm"** or any **"Independent Contractor"**.

19. Definition (P) "**Independent Contractor**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:
- (P) "**Independent Contractor**" means any "**Office Assistant**" or "**Licensed Assistant**" who is not an "**Employee**" and who is performing services under contract or agreement with, at the direction of, and on behalf of the "**First Named Insured**".
20. Definition (Q) "**Insured**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is amended to include:
- (a) any manager or supervisor of the "**Firm**" who manages or supervises the "**First Named Insured**", but only with respect to a "**Wrongful Act**" committed or allegedly committed by the "**First Named Insured**";
- (b) any "**Firm**", but only with respect to a "**Wrongful Act**" committed or allegedly committed by an "**Insured**", other than a "**Firm**" or any manager or supervisor of a "**Firm**".
21. Definition (R) "**Insured Person**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:
- (R) "**Insured Person**" means:
- (1) an "**Employee**" while acting in their capacity as such; or
- (2) an "**Independent Contractor**" while acting in their capacity as such, but only if the "**First Named Insured**" provides indemnification to such "**Independent Contractor**".
22. Definition (Z) "**Professional Services**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:
- (Z) "**Professional Services**" means the following services:
- (1) sales of the following products for which a license is held, including the giving of advice in connection with such sales: life, accident and sickness insurance, group benefit plans, travel insurance, mutual funds, segregated funds, variable annuities and scholarship plans;
- (2) solely in connection with the services included in paragraph (1) above, divorce mediation services in the "**Insured's**" capacity as a Financial Divorce Specialist or Certified Divorce Financial Analyst; provided, that such services shall not include any legal services or advice or mediation services;
- (3) financial planning services performed by an "**Insured**" as a Certified Financial Planner (CFP); or
- (4) "**Referral Services**".
23. Definition (N) "**First Inception Date**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:
- (N) "**First Inception Date**" means the inception date of the first professional liability policy, coverage section or certificate of insurance issued by the Insurer to the "**First Named Insured**" and continuously renewed by the Insurer until the inception date stated in the applicable "**Certificate of Insurance**".
24. Definition (AA) "**Retroactive Date**" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:
- (AA) "**Retroactive Date**" means the inception date of the first professional liability coverage purchased by the "**First Named Insured**" and continuously renewed by such "**First Named Insured**" until the inception date stated in applicable "**Certificate of Insurance**".
25. The following definitions are added to Section II. **DEFINITIONS** of the Professional Liability Coverage Section:
- "**Licensed Assistant**" means any licensed assistant who works under the supervision of the "**First Named Insured**" and does not independently handle their own book of business.
- "**Office Assistant**" means any duly qualified administrative assistant or similar office administrator who performs clerical services, including, but not limited to, scheduling appointments, word processing, billing, data entry, filing, and answering telephone calls.
- "**Referral Services**" means the act of directing a client to a licensed professional for services not provided by the referring "**Insured**", where the referring "**Insured**" may receive a fee, commission or any other type of financial compensation for such referral; provided, that:
- (1) the referral complies with all applicable laws, regulations and professional standards;
- (2) the referring "**Insured**" discloses to the client in writing the nature of the referral arrangement, including that the referring "**Insured**" has received or may receive a fee, commission or any other type of financial compensation for the referral, whether directly or indirectly;
- (3) the referring "**Insured**" obtains a written consent from their client to give specified information to the licensed professional; and
- (4) the licensed professional is in good standing with the applicable regulatory bodies in Canada and has no history of fraud, misconduct or disciplinary actions, and operates in accordance with industry best practices.
26. Exclusion (I) **INSURED VS. INSURED** of Section III. **EXCLUSIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:
- (I) **INSURED VS. INSURED**
- brought or maintained by or on behalf of any "**Insured**" or any employee or independent contractor of the "**First Named Insured**"; provided, that this EXCLUSION (I) shall not apply to any "**Claim**" brought or maintained by or on behalf of any employee of the "**First Named Insured**" in connection with "**Professional Services**" provided by an "**Insured**" to such employee in a professional/client relationship where a fee or commission for a service has been paid;

27. With respect only to "**Claims**" for "**Wrongful Acts**" in the performance of, or failure to perform, financial planning services as described in paragraph (3) of the definition of "**Professional Services**", the following exclusion is added to Section **III. EXCLUSIONS** of the Professional Liability Coverage Section:

This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, "**Loss**" from any "**Claim**":

"**Based Upon**" any actual or alleged:

- (1) recommendation relating to, or offer, sale, purchase, trading or valuation of, securities;
 - (2) activities as an underwriter, broker or dealer as those terms are used in the Ontario Securities Act or any similar federal, provincial or territorial legislation in Canada, or the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940 or any state "blue sky" securities law in the United States of America, including any rules, regulations or amendments under any of the foregoing.
 - (3) improper use or commingling of money or securities belonging to others in the care, custody or control of any "**Insured**";
 - (4) improper use or commingling of premium or tax money; or
 - (5) investments by a third party in an investment vehicle in which any "**Insured**" has or had, at the time of such investment by a third party, a financial interest in the investment vehicle in an amount greater than ten percent (10%).
28. Each reference to the phrase "Declarations Page" in the following provisions of the Professional Liability Coverage Section is replaced with the phrase "applicable '**Certificate of Insurance**'":

Exclusion (A) **PRIOR NOTICE** of Section **III. EXCLUSIONS**

Section **IV. COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY**

Section **V. COVERAGE SECTION SPECIFIC DEDUCTIBLE**

29. Section **VI. RETIRED PROFESSIONALS** of the Professional Liability Coverage Section is deleted.

Words and phrases that appear in bold and/or in quotation marks are defined within this endorsement or in the applicable Definitions section of this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Policy 5E82269D4 Professional Liability

Financial Products and Services Amendatory Endorsement (0926)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. The following exclusions are added to Section III. **EXCLUSIONS** of the Professional Liability Coverage Section:

This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, "**Loss**" from any "**Claim**":

CYBER

"**Based Upon**" any actual or alleged:

- (1) unauthorized, unlawful, or unintentional taking, obtaining, accessing, using, disclosing, distributing, disseminating, transmitting, gathering, collecting, acquiring, corrupting, damaging, destroying, deleting, or impairing of any non-public personally identifiable information;
- (2) failure or inability of any computer, computer component (including but not limited to any hardware, network, terminal device, data storage device, input, output or transfer device, or back up facility), application, program, software, code, or script of any kind (a "System") to perform or function as planned or intended, including but not limited to any failure or inability of any System to prevent any hack, virus, contaminant, worm, trojan horse, logic bomb, or unauthorized or unintended accessing or use involving any System; or
- (3) advice, consultation or supervision provided or which should have been provided to determine, rectify or test for any potential or actual event described in paragraph (1) or (2) above;

provided, that this Exclusion shall not apply to any coverage specifically provided under the Privacy Breach Endorsement attached to this Policy, if such coverage is purchased by the "**First Named Insured**" as indicated in the applicable "**Certificate of Insurance**".

OTHER ACTIVITIES

"**Based Upon**" any actual or alleged legal liability of any "**Insured**" as an actuary, accountant, bookkeeper, attorney, real estate agent or real estate broker or named fiduciary;

INSURANCE AGENCY/INSURANCE COMPANY

brought or maintained by or on behalf of any insurance agency or insurance company;

STRUCTURED SETTLEMENTS

"**Based Upon**" any actual or alleged brokering of structured settlements; provided, that this EXCLUSION shall not apply to any "**Claim**" arising from the sale of annuity products used to fund a structured settlement;

CLEARING AGENCY

brought or maintained by or on behalf of any clearing agency or "**Based Upon**" any "**Insured**" functioning as a clearing agency;

DISCRETIONARY AUTHORITY

"**Based Upon**" any actual or alleged exercise of discretionary authority, management or control over a client's account; provided, that this Exclusion shall not apply to the extent the "**Insured**" has limited power of attorney of an investment account which is signed by a client;

INABILITY OR REFUSAL TO PAY OR COLLECT

"**Based Upon**" any actual or alleged inability or refusal to pay or collect premiums, claims or tax monies, including surcharges or assessments of any kind;

PLACEMENT WITH UNLICENSED ORGANIZATIONS

"**Based Upon**" any actual or alleged placement of any client's coverage or funds directly or indirectly with any organization which is not licensed to do business in the province, territory, state or jurisdiction with authority to regulate such business;

OTHER ORGANIZATIONS

"**Based Upon**" any actual or alleged ownership, formation, operation, administration, referral or recommendation of, or placement of coverage with, any risk retention group, self insurance program or purchasing group;

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

"**Based Upon**" any actual or alleged violation of the responsibilities, duties or obligations imposed under:

- (1) the Canadian Radio-television and Telecommunications Commission (CRTC) *Unsolicited Telecommunications Rules*, Canada's Anti-Spam Legislation (CASL), the *Consumer Reporting Act* (Ontario), R.S.O. 1990, c. C.33, the *Consumer Protection Act, 2002*, (Ontario), S.O. 2002, c. 30 Sched. A, including any rules, regulations or amendments thereunder and any of the same or similar provisions of any province or territory; or
- (2) any federal, provincial, territorial, state or local statutory, civil or common law that addresses, prohibits or limits the printing, dissemination, disposal, collection, recording, sending, transmitting, communication or distribution of material or information;

SPECIALIZED ACTIVITIES

"**Based Upon**" any actual or alleged purchase or sale of, or providing advice regarding: (1) commodities, commodity future contracts or option contracts; (2) promissory notes or other non-securitized evidence of debt; (3) Exempt Market Products; or (4) viatical settlements, life settlements or any security backed by either viatical or life settlements;

UNLICENSED OR UNREGISTERED SERVICES

"**Based Upon**" any actual or alleged performance of, or failure to perform, "**Professional Services**" by any "**Insured**" or any person for whom any "**Insured**" is vicariously liable while such "**Insured**" or person did not have the appropriate license or registration in either the client's resident province or in the province in which such "**Professional Services**" were performed; provided, that such "**Insured**" or person shall be deemed to be licensed and registered if they are operating under an exemption granted by the applicable regulator;

FEE DISPUTES

"**Based Upon**" the collection or refund of, or any dispute involving, any **Insured's** fees, commissions or charges;

INVESTMENT VEHICLE

"**Based Upon**" any actual or alleged investment in group or syndicated investments, except discretionary investment of client funds in group or syndicated investments, or investments in unlisted stocks or in securities or trusts (except for securities included in a mutual fund) listed on a stock exchange; or

COMPENSATION DISCLOSURE

"**Based Upon**" any actual or alleged failure by any "**Insured**" to disclose to a client, as may be required by the laws of any applicable jurisdiction, any entitlement, compensation or referral fee any "**Insured**" receives from any third party in connection with "**Professional Services**" provided to such client.

2. Section **IX. TERRITORY** of the General Terms and Conditions is deleted and replaced with the following:

This Policy applies to "**Wrongful Acts**" committed or allegedly committed anywhere in the world; provided, that "**Claims**" must be made in Canada.

Words and phrases that appear in bold and/or in quotation marks are defined within this endorsement or in the applicable Definitions section of this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Policy 5E82269D4
Professional Liability

Master Policy Distribution of Financial Products and Services
Regulatory Endorsement (0926)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROVISIONS APPLICABLE IN ALL PROVINCES

1. In the event that the Policy Aggregate Limit of Liability stated in the applicable **"Certificate of Insurance"** is exhausted by the payment of **"Loss"** resulting from **"Claims"**:
 - (a) brought and maintained in more than one province; or
 - (b) for **"Professional Services"** performed under multiple categories of licences held by an **"Insured"** and covered under this Policy,then this Policy shall be deemed amended to the extent necessary to satisfy, and include coverage equal to, the minimum coverage requirements of each province and each such category of licence.

2. The following exclusions are added to Section III. **EXCLUSIONS** of the Professional Liability Coverage Section:

This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, **"Loss"** from any **"Claim"**:

INSURANCE COMPANY

brought or maintained by or on behalf of any insurance company asserting a right of action for breach of contract or for indemnity or contribution arising out of any settlement that it is obligated to pay as a result of an **"Insured's"** **"Fraudulent or Dishonest Act"**;

CREDITOR

brought or maintained by or on behalf any creditor or any affiliate thereof.

PROVISIONS APPLICABLE IN ALL PROVINCES, OTHER THAN QUEBEC

1. The following definition is added to Section II. **DEFINITIONS** of the Professional Liability Coverage Section:

"Fraudulent or Dishonest Act" means any **"Wrongful Act"** committed or allegedly committed with the manifest intent to:

- (1) cause a third party to sustain a loss; and
 - (2) obtain financial benefit for an **"Insured"**, or for any other person or organization intended by an **"Insured"** to receive such benefit, other than benefits earned in the normal course of **"Professional Services"**.
2. Any other insurance or indemnification to which an **"Insured"** is entitled from any other entity shall render any coverage afforded under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of the Professional Liability Coverage Section null and void to the extent of the amount recoverable or received under such other insurance or indemnity. Such Extension shall respond to **"Claims"** only to the extent of the amount of **"Loss"** in excess of the amount recoverable or received under such other insurance or indemnity. Section XXIII. **OTHER INSURANCE** of the General Terms and Conditions and any other provision to the contrary in this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this paragraph.

ALBERTA

With respect only to **"Insureds"** performing **"Professional Services"** under a licence held in Alberta, it is agreed that:

1. Section I. **INSURING AGREEMENTS** of the Professional Liability Coverage Section is amended to include the following:

Consumer Protection Extension

With respect only to **"Professional Services"** provided in the province of Alberta by an **"Insured"** who is governed by the *Insurance Act*, R.S.A. 2000, c. I-3, the *Insurance Agents and Adjusters Regulation*, Alta. Reg. 122/2001, and any other regulations, by-laws or amendments thereunder and notwithstanding Exclusion (E) PERSONAL CONDUCT of SECTION III. **EXCLUSIONS** of this Coverage Section, the Insurer will pay, on behalf of such **"Insured"**, **"Loss"**, other than **"Defence Expenses"**, from any **"Claim"** covered under Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section for a **"Fraudulent or Dishonest Act"** committed or allegedly committed by such **"Insured"**, acting alone or in collusion with others, in the performance of such **"Professional Services"**.

2. The following provision is added to Section IV. **COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY** of the Professional Liability Coverage Section:

The Insurer's maximum limit of liability under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section for all **"Loss"**, other than **"Defence Expenses"**, resulting from each **"Claim"** made against any and all **"Insureds"** under each applicable **"Certificate of Insurance"** for which such Extension provides coverage is \$500,000, which amount shall be part of, and not in addition to, the Coverage Section Aggregate Limit of Liability applicable to this Coverage

Section, the Specific Insuring Agreement Limits of Liability applicable to Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section and the Policy Aggregate Limit of Liability if applicable. The Insurer's maximum limit of liability under the Consumer Protection Extension stated in Section **I. INSURING AGREEMENTS** of this Coverage Section for all "**Loss**", other than "**Defence Expenses**", resulting from all "**Claims**" made against any and all "**Insureds**" under each applicable "**Certificate of Insurance**" for which such Extension provides coverage is the lesser of:

- (a) \$2,000,000; or
- (b) the required aggregate limit of liability set forth in the *Insurance Act*, R.S.A. 2000, c. I-3, the *Insurance Agents and Adjusters Regulation*, Alta. Reg. 122/2001, and any other regulations, by-laws or amendments thereunder,

which amount shall be part of, and not in addition to, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section, the Specific Insuring Agreement Limits of Liability applicable to Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section and the Policy Aggregate Limit of Liability if applicable.

- 3. The following provision is added to Section **V. COVERAGE SECTION SPECIFIC DEDUCTIBLE** of the Professional Liability Coverage Section:

The obligation of the Insurer to pay on behalf of an "**Insured**" under the Consumer Protection Extension stated in Section **I. INSURING AGREEMENTS** of this Coverage Section applies only to the amount of "**Loss**", other than "**Defence Expenses**", in excess of a Deductible of \$10,000 applicable to each "**Claim**".

- 4. In the event of cancellation or non-renewal of this Policy, or a change in coverage under this Policy that does not satisfy the requirements of the *Insurance Act*, R.S.A. 2000, c. I-3, the *Insurance Agents and Adjusters Regulation*, Alta. Reg. 122/2001, and any other regulations, by-laws or amendments thereunder, the Insurer will provide the Minister c/o the Alberta Insurance Council, 10180 - 101 Street NW, Suite 2700, Edmonton, AB, T5J 3S4, thirty (30) days written notice of such cancellation, non-renewal or change in coverage by certified mail.

- 5. The following provision is added at the end of paragraph (B) **Notice of Claims** of Section **VI. CLAIM DEFENCE, REPORTING AND SETTLEMENT** of the General Terms and Conditions:

Notwithstanding the foregoing, the Insurer will accept notice of a "**Claim**" from a third party and will handle any such reported "**Claim**" in the manner provided for by this Policy. The "**Insured**" agrees to comply with all terms, conditions and limitations as set forth in this Policy.

- 6. Paragraph (C) of Section **X. EXTENDED REPORTING PERIOD** of the General Terms and Conditions, as amended by the *Master Policy Amendatory Endorsement With Sponsor Entity* attached to this Policy, is amended to include the following:

If this paragraph (C) becomes applicable to a "**First Named Insured**", then the Insurer shall automatically provide, at no additional premium, a "**Cessation of Activities Extended Reporting Period**" for a period of one year to such "**First Named Insured**", subject to all other terms, conditions and limitation of this Section **X**.

MANITOBA

With respect only to "**Insureds**" performing "**Professional Services**" under a licence held in Manitoba, it is agreed that:

- 1. In the event that the Aggregate Limit of Liability for Insuring Agreement (A) **Professional Liability Coverage** of the Professional Liability Coverage Section and/or the Policy Aggregate Limit of Liability stated in the applicable "**Certificate of Insurance**" is less than \$5,000,000, then with respect only to "**Claims**" for "**Professional Services**" performed by an "**Insured**" under a licence held in Manitoba, such Limits of Liability shall be increased to \$5,000,000. With respect to all other "**Claims**", the Aggregate Limit of Liability for Insuring Agreement (A) **Professional Liability Coverage** of the Professional Liability Coverage Section and the Policy Aggregate Limit of Liability stated in the applicable "**Certificate of Insurance**" shall remain unchanged.
- 2. Section **I. INSURING AGREEMENTS** of the Professional Liability Coverage Section is amended to include the following:

Consumer Protection Extension

With respect only to "**Professional Services**" provided in the province of Manitoba by an "**Insured**", other than an "**Insured**" holding only an insurance adjuster license, who is governed by *The Insurance Act*, C.C.S.M., c.140, the *Insurance Agents and Adjusters Regulation*, Man. Reg. 389/87R, and any other regulations, by-laws or amendments thereunder and notwithstanding Exclusion (E) **PERSONAL CONDUCT** of Section **III. EXCLUSIONS** of this Coverage Section, the Insurer will pay, on behalf of such "**Insured**", "**Loss**", other than "**Defence Expenses**", from any "**Claim**" covered under Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section for a "**Fraudulent or Dishonest Act**" committed or allegedly committed by such "**Insured**", acting alone or in collusion with others, in the performance of such "**Professional Services**".

- 3. The following provision is added to Section **IV. COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY** of the Professional Liability Coverage Section:

The Insurer's maximum limit of liability under the Consumer Protection Extension stated in Section **I. INSURING AGREEMENTS** of this Coverage Section for all "**Loss**", other than "**Defence Expenses**", resulting from each "**Claim**" made against any and all "**Insureds**" under each applicable "**Certificate of Insurance**" for which such Extension provides coverage shall not exceed the required per occurrence limit of liability set forth in *The Insurance Act*, C.C.S.M., c.140, the *Insurance Agents and Adjusters Regulation*, Man. Reg. 389/87R, and any other regulations, by-laws or amendments thereunder, and the Insurer's maximum limit of liability under such Extension for all "**Loss**", other than "**Defence Expenses**", resulting from all "**Claims**" made against any and all "**Insureds**" under each applicable "**Certificate of Insurance**" for which such Extension provides coverage shall not exceed the required policy aggregate limit of liability set forth in *The Insurance Act*, C.C.S.M., c.140, the *Insurance Agents and Adjusters Regulation*, Man. Reg. 389/87R, and any other regulations, by-laws or amendments thereunder, which amounts shall be part of, and not in addition to, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section, the Specific Insuring Agreement Limits of Liability applicable to Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section and the Policy Aggregate Limit of Liability if applicable.

- 4. The following provision is added to Section **V. COVERAGE SECTION SPECIFIC DEDUCTIBLE** of the Professional Liability Coverage Section:

The obligation of the Insurer to pay on behalf of an "Insured" under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section applies only to the amount of "Loss", other than "Defence Expenses", in excess of a Deductible of \$10,000 applicable to each "Claim".

5. Paragraph (C) of Section X. **EXTENDED REPORTING PERIOD** of the General Terms and Conditions, as amended by the *Master Policy Amendatory Endorsement With Sponsor Entity* attached to this Policy, is amended to include the following:

If this paragraph (C) becomes applicable to a "First Named Insured", then the Insurer shall automatically provide, at no additional premium, a "Cessation of Activities Extended Reporting Period" for a period of five years to such "First Named Insured", subject to all other terms, conditions and limitation of this Section X.

6. With respect only to "Claims" made under Insuring Agreement (A) **Professional Liability Coverage** of the Professional Liability Coverage Section, "Defence Expenses" shall be in addition to the applicable Limits of Liability stated in the applicable "Certificate of Insurance". Accordingly, with respect to such "Claims":
 - (a) Each reference to the term "Loss" in paragraphs (A), (B) and (C) of Section III. **LIMITS OF LIABILITY** of the General Terms and Conditions is replaced with the phrase "Loss", other than "Defence Expenses".
 - (b) Paragraph (D) **Defence Expenses** of Section III. **LIMITS OF LIABILITY** of the General Terms and Conditions is deleted and replaced with the following:

(D) **Defence Expenses**

"Defence Expenses" shall be in addition to the applicable Limits of Liability stated in the applicable "Certificate of Insurance".
 - (c) Paragraph (A) **Duty to Defend** of Section VI. **CLAIM DEFENCE, REPORTING AND SETTLEMENT** of the General Terms and Conditions is deleted and replaced with the following:

(A) **Duty to Defend**

The Insurer will have the right and duty to defend any "Claim" covered under the Professional Liability Coverage Section through counsel of its choice, even if the allegations of such "Claim" are groundless, false, or fraudulent; provided, that the Insurer's obligation to defend any "Claim" covered under such Coverage Section is subject to the Insurer's applicable Limits of Liability stated in the applicable "Certificate of Insurance". In the event the Insurer's applicable Limits of Liability have been exhausted by the payment of "Loss", other than "Defence Expenses", the Insurer will have no obligation to defend or continue to defend any "Claim".
7. In the event of cancellation or non-renewal of this Policy, or if a "First Named Insured" is deleted from a group policy, the Insurer will provide the Superintendent c/o the Insurance Council of Manitoba, 466-167 Lombard Avenue, Winnipeg, MB, R3B 0T6, fifteen (15) days written notice of such cancellation, non-renewal or deletion of an "First Named Insured" by registered mail.

NEW BRUNSWICK

With respect only to "Insureds" performing "Professional Services" under a licence held in New Brunswick, it is agreed that:

1. Section I. **INSURING AGREEMENTS** of the Professional Liability Coverage Section is amended to include the following:

Consumer Protection Extension

With respect only to "Professional Services" provided in the province of New Brunswick by an "Insured" who is governed by the *Insurance Act*, R.S.N.B. 1973, c 1-12, Financial and Consumer Services Commission Rule INS-001, and any other regulations, by-laws or amendments thereunder and notwithstanding Exclusion (E) **PERSONAL CONDUCT** of Section III. **EXCLUSIONS** of this Coverage Section, the Insurer will pay, on behalf of such "Insured", "Loss", other than "Defence Expenses", from any "Claim" covered under Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section for a "Fraudulent or Dishonest Act" committed or allegedly committed by such "Insured", acting alone or in collusion with others, in the performance of such "Professional Services".

2. The following provision is added to Section IV. **COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY** of the Professional Liability Coverage Section:

The Insurer's maximum limit of liability under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section for all "Loss", other than "Defence Expenses", resulting from each "Claim" for which such Extension provides coverage is \$1,000,000, and the Insurer's maximum limit of liability under such Extension for all "Loss", other than "Defence Expenses", resulting from all "Claims" for which such Extension provides coverage is \$2,000,000, which amounts shall be part of, and not in addition to, the Policy Aggregate Limit of Liability, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section and the Specific Insuring Agreement Limits of Liability applicable to Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section.

3. The following provision is added to Section V. **COVERAGE SECTION SPECIFIC DEDUCTIBLE** of the Professional Liability Coverage Section:

The obligation of the Insurer to pay on behalf of an "Insured" under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section applies only to the amount of "Loss", other than "Defence Expenses", in excess of a Deductible of \$10,000 applicable to each "Claim".

4. Paragraph (C) of Section X. **EXTENDED REPORTING PERIOD** of the General Terms and Conditions, as amended by the *Master Policy Amendatory Endorsement With Sponsor Entity* attached to this Policy, is amended to include the following:

If this paragraph (C) becomes applicable to a "First Named Insured", then the Insurer shall automatically provide, at no additional premium, a "Cessation of Activities Extended Reporting Period" for a period of two years to such "First Named Insured", subject to all other terms, conditions and limitation of this Section X.

5. In the event of cancellation or non-renewal of this Policy, the Insurer will provide the Superintendent c/o Financial and Consumer Services Commission of New Brunswick, 85 Charlotte Street, Suite 300, Saint John, NB, E2L 2J2, thirty (30) days written notice of such cancellation or non-renewal by

registered mail.

NEWFOUNDLAND AND LABRADOR

With respect only to "Insureds" performing "Professional Services" under a licence held in Newfoundland and Labrador, it is agreed that:

1. Section I. **INSURING AGREEMENTS** of the Professional Liability Coverage Section is amended to include the following:

Consumer Protection Extension

With respect only to "Professional Services" provided in the province of Newfoundland and Labrador by an "Insured" who is governed by the *Insurance Adjusters, Agents and Brokers Act*, R.S.N. 1990, c. I-9., the *Insurance Adjusters, Agents and Brokers Regulations*, C.N.R. 989/96, and any other regulations, by-laws or amendments thereunder and notwithstanding Exclusion (E) PERSONAL CONDUCT of SECTION III. **EXCLUSIONS** of this Coverage Section, the Insurer will pay, on behalf of such "Insured", "Loss", other than "Defence Expenses", from any "Claim" covered under Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section for a "Fraudulent or Dishonest Act" committed or allegedly committed by such "Insured", acting alone or in collusion with others, in the performance of such "Professional Services".

2. The following provision is added to Section IV. **COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY** of the Professional Liability Coverage Section:

The Insurer's maximum limit of liability under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section for all "Loss", other than "Defence Expenses", resulting from each "Claim" made against any and all "Insureds" under each applicable "Certificate of Insurance" for which such Extension provides coverage is \$1,000,000, and the Insurer's maximum limit of liability under such Extension for all "Loss", other than "Defence Expenses", resulting from all "Claims" made against any and all "Insureds" under each applicable "Certificate of Insurance" for which such Extension provides coverage is \$1,000,000, which amounts shall be part of, and not in addition to, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section, the Specific Insuring Agreement Limits of Liability applicable to Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section and the Policy Aggregate Limit of Liability if applicable.

3. The following provision is added to Section V. **COVERAGE SECTION SPECIFIC DEDUCTIBLE** of the Professional Liability Coverage Section:
The obligation of the Insurer to pay on behalf of an "Insured" under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section applies only to the amount of "Loss", other than "Defence Expenses", in excess of a Deductible of \$10,000 applicable to each "Claim".
4. In the event of cancellation, termination or non-renewal of this Policy, or deletion of a "First Named Insured" from a group policy, the Insurer will provide Digital Government and Service NL, 100 Prince Phillip Drive, P.O. Box 8700, St. John's, NL A1B 4J6, sixty (60) days written notice of such cancellation, termination, non-renewal or deletion of a "First Named Insured" via registered mail.

NOVA SCOTIA

With respect only to "Insureds" performing "Professional Services" under a licence held in Nova Scotia, it is agreed that:

1. Section I. **INSURING AGREEMENTS** of the Professional Liability Coverage Section is amended to include the following:

Consumer Protection Extension

With respect only to "Professional Services" provided in the province of Nova Scotia by an "Insured" who is governed by the *Insurance Act*, R.S.N.S. 1989, c. 231, and any regulations, by-laws or amendments thereunder and notwithstanding Exclusion (E) PERSONAL CONDUCT of SECTION III. **EXCLUSIONS** of this Coverage Section, the Insurer will pay, on behalf of such "Insured", "Loss", other than "Defence Expenses", from any "Claim" covered under Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section for a "Fraudulent or Dishonest Act" committed or allegedly committed by such "Insured", acting alone or in collusion with others, in the performance of such "Professional Services".

2. The following provision is added to Section IV. **COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY** of the Professional Liability Coverage Section:

The Insurer's maximum limit of liability under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section for all "Loss", other than "Defence Expenses", resulting from each "Claim" made against any and all "Insureds" under each applicable "Certificate of Insurance" for which such Extension provides coverage is \$500,000, and the Insurer's maximum limit of liability under such Extension for all "Loss", other than "Defence Expenses", resulting from all "Claims" made against any and all "Insureds" under each applicable "Certificate of Insurance" for which such Extension provides coverage is \$500,000, which amounts shall be part of, and not in addition to, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section, the Specific Insuring Agreement Limits of Liability applicable to Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section and the Policy Aggregate Limit of Liability if applicable.

3. The following provision is added to Section V. **COVERAGE SECTION SPECIFIC DEDUCTIBLE** of the Professional Liability Coverage Section:
The obligation of the Insurer to pay on behalf of an "Insured" under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section applies only to the amount of "Loss", other than "Defence Expenses", in excess of a Deductible of \$10,000 applicable to each "Claim".
4. In the event of cancellation or non-renewal of this Policy, the Insurer will provide the Superintendent of Insurance, Nova Scotia Department of Finance and Treasury Board, Financial Institutions Division, Office of the Superintendent of Insurance, PO Box 2271, Halifax, NS B3J 3C8, thirty (30) days written notice of such cancellation or non-renewal via certified mail.

ONTARIO

With respect only to "Insureds" performing "Professional Services" under a licence held in Ontario, it is agreed that:

1. Section I. **INSURING AGREEMENTS** of the Professional Liability Coverage Section is amended to include the following:

Consumer Protection Extension

With respect only to "Professional Services" provided in the province of Ontario by an "Insured" who holds a life insurance agent license and is governed by the *Insurance Act*, R.S.O. 1990, c. I.8, and any regulations, by-laws or amendments thereunder and notwithstanding Exclusion (E) PERSONAL CONDUCT of SECTION III. **EXCLUSIONS** of this Coverage Section, the Insurer will pay, on behalf of such "Insured", "Loss", other than "Defence Expenses", from any "Claim" covered under Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section for a "Fraudulent or Dishonest Act" committed or allegedly committed by such "Insured", acting alone or in collusion with others, in the performance of such "Professional Services".

- The following provision is added to Section IV. **COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY** of the Professional Liability Coverage Section:

The Insurer's maximum limit of liability under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section for all "Loss", other than "Defence Expenses", resulting from each "Claim" made against any and all "Insureds" under each applicable "Certificate of Insurance" for which such Extension provides coverage is \$1,000,000, and the Insurer's maximum limit of liability under such Extension for all "Loss", other than "Defence Expenses", resulting from all "Claims" made against any and all "Insureds" under each applicable "Certificate of Insurance" for which such Extension provides coverage is \$2,000,000, which amounts shall be part of, and not in addition to, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section, the Specific Insuring Agreement Limits of Liability applicable to Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section and the Policy Aggregate Limit of Liability if applicable.

- The following provision is added to Section V. **COVERAGE SECTION SPECIFIC DEDUCTIBLE** of the Professional Liability Coverage Section:

The obligation of the Insurer to pay on behalf of an "Insured" under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section applies only to the amount of "Loss", other than "Defence Expenses", in excess of a Deductible of \$10,000 applicable to each "Claim".

QUEBEC

With respect only to "Insureds" performing "Professional Services" under a licence held in Quebec, it is agreed that:

- Paragraph (1) of Definition (R) "Insured Person" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:
 - an "Employee", including an "Employee" who is a representative, a representative's trainee and a mandatary, while acting in their capacity as such; or
- Definition (CC) "Wrongful Act" of Section II. **DEFINITIONS** of the Professional Liability Coverage Section is deleted and replaced with the following:

(CC) "Wrongful Act" means any actual or alleged error, misstatement, misleading statement, act, omission, fault, including gross fault, neglect or breach of duty committed or allegedly committed in the performance of, or failure to perform, "Professional Services":

 - by an "Insured"; or
 - by any entity or natural person, other than an "Insured", for whose acts an "Insured" is legally liable.

"Wrongful Act" does not include any "Personal Injury Wrongful Act".

- Paragraph (C) of Section X. **EXTENDED REPORTING PERIOD** of the General Terms and Conditions, as amended by the *Master Policy Amendatory Endorsement with Sponsor Entity* attached to this Policy, is deleted and replaced with the following:

(C) Cessation of Professional Activities

If, during the "Policy Period", the "First Named Insured's" registration is revoked, cancelled or suspended from the Autorité des marchés financiers' roll, or if the "First Named Insured" ceases, temporarily or permanently, to pursue activities during such "Policy Period", the "First named Insured" shall have the right to an automatic period of five (5) years from the date the "First Named Insured's" registration is revoked, cancelled or suspended from such roll or from the date on which they cease, temporarily or permanently, to pursue activities, whether or not they have died, during which "Claims" made against the "Insureds" under such "Certificate of Insurance" may be reported (the "Cessation of Activities Extended Reporting Period"). The "First Named Insured" must notify the Insurer in writing within thirty (30) days after the date their registration is revoked, cancelled or suspended from such roll or after the date on which they cease, temporarily or permanently, to pursue activities.

The "First Named Insured" may purchase an optional "Cessation of Activities Extended Reporting Period" for a period longer than five (5) years by notifying the Insurer in writing of their intention to do so no later than thirty (30) days from the date such "First Named Insured's" registration is revoked, cancelled or suspended from the Autorité des marchés financiers' roll or from the date on which they cease, temporarily or permanently, to pursue activities. The additional premium for an optional "Cessation of Activities Extended Reporting Period" shall equal the applicable percentage, as stated below, of the full annual premium (including any premium adjustments made during the "Policy Period") for the applicable "Certificate of Insurance", and must be paid no later than thirty (30) days from the date such First Named Insured's registration is revoked, cancelled or suspended from the Autorité des marchés financiers' roll or from the date on which they cease, temporarily or permanently, to pursue activities. The entire additional premium shall be deemed fully earned upon inception of such optional "Cessation of Activities Extended Reporting Period".

Any "Cessation of Activities Extended Reporting Period" shall apply only to "Claims" for "Wrongful Acts" committed or allegedly committed before:

- the date the "First Named Insured's" registration is revoked, cancelled or suspended from such roll;
- the date the "First Named Insured" ceases to pursue activities; or
- the effective date of any applicable event described in paragraph (B) **Acquisition by Another Organization** of Section XI. **CHANGES IN EXPOSURE** of these General Terms and Conditions, whichever is earlier.

No "Cessation of Activities Extended Reporting Period" shall in any way increase the Insurer's Limits of Liability stated in the applicable "Certificate of Insurance", and the Insurer's Limits of Liability for "Claims" made during any "Cessation of Activities Extended Reporting Period" shall be part of, and not in addition to, the applicable Limits of Liability stated in the

applicable “**Certificate of Insurance**”.

Cessation of Activities Extended Reporting Period Options:

<u>Cessation of Activities Extended Reporting Period</u>	<u>Percentage of Full Annual Premium</u>
6 Years	225%
7 Years	250%
8 Years	275%
9 Years	300%
10 Years	325%

If no election to purchase an optional “**Cessation of Activities Extended Reporting Period**” is made as described above, or if the additional premium for any such “**Cessation of Activities Extended Reporting Period**” is not paid within thirty (30) days from the date such **First Named Insured’s** registration is revoked, cancelled or suspended from the Autorité des marchés financiers’ roll or from the date on which they cease, temporarily or permanently, to pursue activities “**First Named Insured**”, there will be no right to purchase any optional “**Cessation of Activities Extended Reporting Period**” at any later time.

No “**Cessation of Activities Extended Reporting Period**” shall apply if a replacement policy is obtained by the “**First Named Insured**”. Section XXIII. **OTHER INSURANCE** of the General Terms and Conditions and any other provision to the contrary in this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this paragraph.

- Any other insurance or indemnification to which an “**Insured**” is entitled from any other entity shall render any coverage afforded under the Professional Liability Coverage Section null and void to the extent of the amount recoverable or received under such other insurance or indemnity. The Professional Liability Coverage Section shall respond to “**Claims**” only to the extent of the amount of “**Loss**” in excess of the amount recoverable or received under such other insurance or indemnity. Section XXIII. **OTHER INSURANCE** of the General Terms and Conditions and any other provision to the contrary in this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this paragraph.
- The Insurer agrees to give the Autorité des marchés financiers (Place de la Cité, Tour Cominar, 2640, boulevard Laurier, Bureau 400, Québec (Québec) G1V 5C1) written notice of:
 - the non-renewal or cancellation of this Policy by the Insurer at least 30 days before the effective date of such non-renewal or cancellation;
 - the non-renewal or cancellation of this Policy by the “**First Named Insured**”; and
 - any “**Claim**” upon receipt by the Insurer.
- This contract is considered to include coverage at least equal to the coverage required by the law applicable in Quebec and to satisfy the requirement set out in the *Regulation respecting firms, independent representatives and independent partnerships* (RLRQ c. D-9.2, r.2) and in the *Regulation respecting the pursuit of activities as a representative* (RLRQ c. D-9.2, r. 10).

SASKATCHEWAN

With respect only to “**Insureds**” performing “**Professional Services**” under a licence held in Saskatchewan, it is agreed that:

- If the “**First Named Insured**” is a natural person, then the Limits of Liability stated in the applicable “**Certificate of Insurance**” for Insuring Agreements (A) **Professional Liability Coverage** and (B) **Vicarious Liability Coverage** under the Professional Liability Coverage Section shall apply separately to a personal corporation owned solely by such “**First Named Insured**” and/or their lawful spouse or “**Domestic Partner**” and incorporated for the purpose of limiting personal liability, including tax liability, that is a “**Named Insured**” under this Policy; provided, that if the Policy Aggregate Limit of Liability stated in the applicable “**Certificate of Insurance**” is exhausted by the payment of “**Loss**”, then such Limits of Liability for Insuring Agreements (A) **Professional Liability Coverage** and (B) **Vicarious Liability Coverage** available to the “**First Named Insured**” and such personal corporation for “**Claims**” brought or maintained in Saskatchewan and covered under this Policy shall be amended to equal the minimum coverage requirements set out in *The Insurance Act*, S.S. 2015, c. I-9.11, *The Insurance Regulations*, R.R.S. c. I-9.11 Reg. 1, and any rules, regulations, by-laws or amendments thereunder, minus any amounts already paid within the Policy Aggregate Limit of Liability resulting from “**Claims**” brought or maintained in Saskatchewan.
- If the “**First Named Insured**” is a personal corporation owned solely by one licensed operating agent and/or their lawful spouse or “**Domestic Partner**” and incorporated for the purpose of limiting personal liability, including tax liability, then the Limits of Liability stated in the applicable “**Certificate of Insurance**” for Insuring Agreements (A) **Professional Liability Coverage** and (B) **Vicarious Liability Coverage** under the Professional Liability Coverage Section shall apply separately to such licensed operating agent that is a “**Named Insured**” under this Policy; provided, that if the Policy Aggregate Limit of Liability stated in the applicable “**Certificate of Insurance**” is exhausted by the payment of “**Loss**”, then such Limits of Liability for Insuring Agreements (A) **Professional Liability Coverage** and (B) **Vicarious Liability Coverage** available to the “**First Named Insured**” and such licensed operating agent for “**Claims**” brought or maintained in Saskatchewan and covered under this Policy shall be amended to equal the minimum coverage requirements set out in *The Insurance Act*, S.S. 2015, c. I-9.11, *The Insurance Regulations*, R.R.S. c. I-9.11 Reg. 1, and any rules, regulations, by-laws or amendments thereunder, minus any amounts already paid within the Policy Aggregate Limit of Liability resulting from “**Claims**” brought or maintained in Saskatchewan.
- Section I. **INSURING AGREEMENTS** of the Professional Liability Coverage Section is amended to include the following:

Consumer Protection Extension

With respect only to “**Professional Services**” provided in the province of Saskatchewan by an “**Insured**” who holds an insurance agent’s license for life, accident and sickness or life and accident and sickness insurance and is governed by *The Insurance Act*, S.S. 2015, c. I-9.11, *The Insurance Regulations*, R.R.S. c. I-9.11 Reg. 1, and any other regulations, by-laws or amendments thereunder and notwithstanding Exclusion (E) **PERSONAL CONDUCT** of Section III. **EXCLUSIONS** of this Coverage Section, the Insurer will pay, on behalf of such “**Insured**”, “**Loss**”, other than “**Defence Expenses**”, from any “**Claim**” covered under Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section for a “**Fraudulent or Dishonest Act**” committed or allegedly committed by such “**Insured**”, acting alone or in collusion with others, in the performance of such “**Professional Services**”.
- The following provision is added to Section IV. **COVERAGE SECTION SPECIFIC LIMITS OF LIABILITY** of the Professional Liability Coverage Section:

The Insurer’s maximum limit of liability under the Consumer Protection Extension stated in Section I. **INSURING AGREEMENTS** of this Coverage Section for all “**Loss**”, other than “**Defence Expenses**”, resulting from each “**Claim**” made against any and all “**Insureds**” under each applicable “**Certificate of Insurance**” for which such Extension provides coverage is \$1,000,000, and the Insurer’s

maximum limit of liability under such Extension for all "**Loss**", other than "**Defence Expenses**", resulting from all "**Claims**" made against any and all "**Insureds**" under each applicable "**Certificate of Insurance**" for which such Extension provides coverage is \$1,000,000, which amounts shall be part of, and not in addition to, the Coverage Section Aggregate Limit of Liability applicable to this Coverage Section, the Specific Insuring Agreement Limits of Liability applicable to Insuring Agreement (A) **Professional Liability Coverage** of this Coverage Section and the Policy Aggregate Limit of Liability if applicable.

5. The following provision is added to Section **V. COVERAGE SECTION SPECIFIC DEDUCTIBLE** of the Professional Liability Coverage Section:

The obligation of the Insurer to pay on behalf of an "**Insured**" under the Consumer Protection Extension stated in Section **I. INSURING AGREEMENTS** of this Coverage Section applies only to the amount of "**Loss**", other than "**Defence Expenses**", in excess of a Deductible of \$10,000 applicable to each "**Claim**".

Words and phrases that appear in bold and/or in quotation marks are defined within this endorsement or in the applicable Definitions section of this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Professional Liability

NON-AUTHORIZED SECURITIES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that the following exclusion is added to Section **III. EXCLUSIONS** of the Professional Liability Coverage Section:

This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, **Loss** from any **Claim**:

NON-AUTHORIZED SECURITIES

Based Upon any actual or alleged:

- (1) transaction related to securities or other type of investments not authorized by the Autorité des marchés financiers or any federal, provincial or territorial regulatory body governing the practice of any **Insured**;
- (2) advice or referrals related to securities or other type of investments not authorized by the Autorité des marchés financiers or any federal, provincial or territorial regulatory body governing the practice of any **Insured**; or
- (3) activities as an intermediary with respect to the sale of any securities or other type of investments not authorized by the Autorité des marchés financiers or any federal, provincial or territorial regulatory body governing the practice of any **Insured**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Policy 5E82269D4
Professional Liability

**SECURITIES EXCLUSION ENDORSEMENT
WITH MUTUAL FUNDS AND GUARANTEED INVESTMENT
CERTIFICATE EXCEPTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that the following exclusion is added to Section **III. EXCLUSIONS** of the Professional Liability Coverage Section:

This Coverage Section does not apply to, and no coverage will be available under this Coverage Section for, **Loss** from any **Claim**:

SECURITIES EXCLUSION

Based Upon any actual or alleged:

- (1) recommendation relating to, or offer, sale, purchase, trading or valuation of, securities, other than mutual funds or guaranteed investment certificates; or
- (2) activities as an underwriter, broker or dealer as those terms are used in the Ontario Securities Act or any similar federal, provincial or territorial legislation in Canada, or the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940 or any state "blue sky" securities law in the United States of America, including any rules, regulations or amendments under any of the foregoing.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Policy 5E82269D4
Professional Liability

Liberalization Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

1. Except as provided under paragraph 2. below and notwithstanding any contrary provisions in this Policy, if the coverage provided under the Professional Liability Coverage Section of this Policy is more restrictive than the coverage provided under the expiring policy issued by AXIS Reinsurance Company (Canadian Branch) of which this Policy is a direct replacement, the latter coverage shall take precedence.
2. This liberalization coverage does not apply to:
 - (1) amendments made to this Policy that are required by law;
 - (2) amendments made to this Policy at the request of the **"Insured"**;
 - (3) amendments made to this Policy as a result of mid term changes offered by the Insurer and accepted by the **"Insured"**;
 - (4) any Limits of Liability stated in this Policy; or
 - (5) any Deductible amounts stated in this Policy.
3. This liberalization coverage shall be applicable only to this Policy and shall not apply to any renewal of this Policy. The coverage provided in this liberalization endorsement shall be null and void effective on the earlier of:
 - (1) the expiration date of this Policy stated in the Declarations Page; or
 - (2) the effective date of termination of this Policy for any reason;

provided, that paragraphs (1) and (2) shall not apply if an **"Extended Reporting Period"** is purchased, in which event the coverage provided in this liberalization endorsement shall be null and void upon expiry of such **"Extended Reporting Period"**.

Words and phrases that appear in bold and/or in quotation marks are defined within this endorsement or in the applicable Definitions section of this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.