

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

DECLARATIONS

POLICY NO ("UMR"): B1284 CO251348A

NAME OF CANADIAN INTERMEDIARY: BMS Canada Risk Services Ltd.

MASTER POLICYHOLDER: Canadian Society of Healthcare-Systems Pharmacy

MASTER POLICYHOLDER ADDRESS: 30 Concourse Gate, Unit 27, Ottawa, Ontario K2E 7V7, Canada

BUSINESS DESCRIPTION: The provision of professional services in relation to the objectives and purpose of a Pharmacist or Pharmacy Technician.

PERIOD OF INSURANCE: July 1 2025 to July 1 2026 12:01 a.m. standard time at the postal address of the **Insured**.

EFFECTIVE From the coverage inception date on the **Insured's** individual certificate, to the expiration of the policy period.

Extended Reporting Period From July 1 2026 to July 1 2033

PREMIUM: Section 1: Medical Malpractice Liability ("Claims Made"):

Professional Liability Limit	Pharmacist	Pharmacy Technician	Pharmacy Technician Student or Resident
CAD2M per claim / CAD4M aggregate	CAD115.00	CAD75.00	CAD50.00
CAD3M per claim / CAD4M aggregate	CAD180.00	CAD120.00	CAD75.00
CAD5M per claim / CAD5M aggregate	CAD280.00	CAD170.00	CAD120.00

Section 2: Commercial General Liability ("Losses Occurring")

- A) CAD170.00
- B) CAD220.00
- C) CAD250.00
- D) CAD340.00

TAXES PAYABLE: CDN as per individual certificate

LIMIT OF LIABILITY:	<p><u>Section 1: Medical Malpractice Liability ("Claims Made"):</u></p> <p>A) CAD2,000,000 for any one claim and CAD4,000,000 in the annual aggregate per member.</p> <p>B) CAD3,000,000 for any one claim and CAD4,000,000 in the annual aggregate per member.</p> <p>C) CAD5,000,000 for any one claim and CAD5,000,000 in the annual aggregate per member.</p> <p><u>Section 2: Commercial General Liability ("Losses Occurring")</u></p> <p>A) CAD1,000,000 per occurrence and CAD1,000,000 in the annual aggregate per member.</p> <p>B) CAD2,000,000 per occurrence and CAD2,000,000 in the annual aggregate per member.</p> <p>C) CAD3,000,000 per occurrence and CAD3,000,000 in the annual aggregate per member.</p> <p>D) CAD5,000,000 per occurrence and CAD5,000,000 in the annual aggregate per member.</p>
SUB-LIMITS OF LIABILITY:	<p><u>Section 1:</u></p> <p>Loss of Documents CAD 50,000 each and every claim and in the aggregate, per member.</p> <p><u>Section 2:</u></p> <p>Tenants Legal Liability CAD 500,000 any one Occurrence and in the aggregate per member.</p> <p>Medical Payments CAD 25,000 per person and in the aggregate per member.</p>
DEDUCTIBLE:	CAD Nil
CLAIM JURISDICTION:	<p>Section 1 Canada only</p> <p>Section 2 Canada only</p>
TERRITORIAL LIMITS:	<p>Section 1 Worldwide – excluding USA and its protectorates. But worldwide in respect of Good Samaritan Acts</p> <p>Section 2 Canada and USA and its protectorates</p>
RETROACTIVE DATE:	Unlimited (applicable to Section 1 only)

**LAW & JURISDICTION FOR
POLICY DISPUTES:**

Province detailed above within Insured Address

ENDORSEMENTS:

Section 1 Specific Extensions

Good Samaritan Acts

Abuse

CAD150,000 each and every **claim** and in the aggregate, per member.

Breach of Confidentiality

CAD50,000 each and every **claim** and in the aggregate, per member.

Coroner's Inquest

CAD200,000 each and every **claim** and in the aggregate, per member.

Court Attendance Costs

CAD1,000 per day, up to a maximum of CAD100,000 per policy period, per member.

Criminal Defence Costs

CAD150,000 each and every **claim** and in the aggregate, per member.

Defamation

CAD50,000 each and every **claim** and in the aggregate, per member.

Disciplinary Review or Proceedings

CAD200,000 each and every **claim** and in the aggregate, per member.

Extended reporting period

Punitive or Exemplary Damages

Sexual Abuse Therapy and Counselling Fund

CAD20,000 each and every **claim** and in the aggregate, per member.

Section 2 Specific extensions

None

General Extensions (applicable to both Sections)

USA Jurisdiction Extension: *Included in respect of Section 2*

Out of Country Cover

Spousal and Domestic Partner Liability
Student cover

**THESE POLICY ENDORSEMENTS MAY HAVE SUBLIMITS APPLIED WHICH ARE STIPULATED
WITHIN THE DECLARATIONS ABOVE**

IMPORTANT: **SECTION 1 OF THIS POLICY ("MEDICAL MALPRACTICE LIABILITY")
OPERATES ON A 'CLAIMS MADE AND NOTIFIED' BASIS.**

**THIS MEANS THAT THE POLICY COVERS CLAIMS THAT ARE MADE
AGAINST AN INSURED AND NOTIFIED TO THE INSURER WITHIN THE
PERIOD OF INSURANCE.**

**IN ADDITION, IT IS AGREED THAT WHEREVER THE TERM "INDEMNIFY"
APPEARS WITHIN THE POLICY, IT SHALL BE DEEMED TO READ "PAY
ON BEHALF OF".**

PREMIUM PAYMENT

DATE: 90 days from Effective Dates specified above

NAME OF

LONDON BROKER: BMS Group

CLAIM NOTIFICATION

TO: **International Program Group**
 By phone: 1-888-204-4726
 Emergency Claims Service: 1-866-358-0992
 By email: Incomingipg@ipgclaims.com

SECURITY: 100% Certain Lloyd's Underwriters

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to within the said delegated authority agreement.

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

NOTICE

Any notice to the Underwriters may be validly given to: BMS Canada Risk Services Ltd., 979 Bank Street, Suite 200, Ottawa, ON K1S 5K5, Canada, cshp.insurance@bmsgroup.com.

In witness whereof this policy has been signed in London, United Kingdom as authorized by the Underwriters, by Consortium 4985 led by MCI Syndicate 1902 at Lloyd's:

Dated in London:

Per

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

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

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

SECTION 1 –MEDICAL MALPRACTICE LIABILITY INSURANCE (CLAIMS MADE)

INSURING AGREEMENTS

PART I

The **Insurer** agrees to pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as compensatory damages in respect of any **Claim** first made by a third party against the **Insured** and notified to the **Insurer** during the **Period of Insurance** (in accordance with General Condition 6) which arises out of:

- (1) **Bodily Injury; and/or**
- (2) **Loss of Documents**

and resulting from an **Occurrence** happening after the **Retroactive date** (stipulated in **Declarations**) in connection with the **Business** and caused by actual or alleged **Malpractice**.

PART II - SUPPLEMENTARY INSURING AGREEMENTS

For all claims covered by this **Policy**, the **Insurer** further agrees to:

- (1) defend in the name of the and on behalf of the **Insured** and at the cost of the **Insurer**, any civil action which may be brought against the **Insured** on account of such **Bodily Injury**, or **Loss of Documents**, but the **Insurer** shall have the right to make such investigation, negotiation and settlement of any of any claim as may be deemed to be expedient by the **Insurer**;
- (2) pay all premiums on bonds to release attachments for an amount not in excess of the remaining **Limits of Liability** of this **Policy** and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
- (3) pay all costs taxed against the **Insured** in any civil action defended by the **Insurer** and any interest accruing after entry of the judgment (or in those jurisdictions where interest accrues from the date of action, from the date of such action) upon that part of the judgment which is within the **Insurer's Limit of Liability**.
- (4) pay all reasonable expenses incurred by the **Insured** at the **Insurer's** request in assisting the **Insurer** in the investigation or defence of any claim or suit, including actual loss of earnings because of time off from work for a maximum amount of One Hundred Dollars (CAD1,000) per person per day but CAD 100,000 in the annual aggregate.

The amounts so incurred shall be payable in addition to the **Limits of Liability**.

PART III - LIMITS OF LIABILITY

Regardless of the number of (1) **Insureds** under this **Policy** (2) persons or organizations who sustain **Bodily Injury** or **Loss of Documents**, or (3) claims made or suits brought on account of the **Bodily Injury** or **Loss of Documents**, the **Insurer's** liability is limited as follows:

(1) Limits of Liability

The **Limit of Liability** stated in the Declarations as applicable to any one **Claim** is the total limit of the **Insurer's** liability for all Insuring Agreements combined for all compensatory damages and costs awarded and assessed against the **Insured** in respect of claims covered under this **Policy** arising out of **Bodily Injury** or **Loss of Documents** as a result of any one **Claim**.

In addition to the above provision, the **Limit of Liability** stated in the **Declarations** as "Aggregate" is the total limit of the **Insurer's** liability for the **Period of Insurance** under all Insuring Agreements combined for all compensatory damages and costs awarded and assessed against the **Insured** in respect of claims covered under this **Policy**.

(2) Sub-Limits of Liability

Notwithstanding anything contained within "(1) Limits of Liability" above the **Insurer's** liability is further limited as follows:

(a) **Loss of Documents**

Where the **Policy** provides coverage for **Loss of Documents** the **Limit of Liability** stated in the **Declarations** as applicable to **Loss of Documents** any one **Claim** is the limit of the **Insurer's** liability for all compensatory damages and costs awarded and assessed against the **Insured** in respect of claims covered under this **Policy** for **Loss of Documents** as a result of any one **Occurrence** and in the aggregate.

(3) Deductible

- (a) The **Insurer's** obligation to make any payments under this **Policy** applies only to amounts in excess of the **Deductible** amount stated in the **Declarations**
- (b) The **Deductible** amount shall be applied to any amounts paid as compensatory damages or Supplementary Insuring Agreements in regard to any one **Claim**
- (c) The **Limit of Liability** applicable to Each **Claim** will be reduced by the amount of such **Deductible**. The Aggregate limit shall not be reduced by the application of such **Deductible** amount.
- (d) The **Insurer** may pay any part or all of the **Deductible** amount to effect settlement of any **Claim** or suit and, upon notification of the action taken, the **Insured** shall promptly reimburse the **Insurer** for such part of the **Deductible** amount as has been paid by the **Insurer**.

PART IV - POLICY LIMITATION

This **Policy** applies only to **Bodily Injury** or **Loss of Documents**, which arises out of the **Business** of the **Insured** (as stipulated within **Declarations** and as advised to the **Insurer**).

PART V – SECTION 1 SPECIFIC EXCLUSIONS

This **Policy** Section does not cover liability:

- (1) arising (whether forming part of a claims series or otherwise):
 - (a) from a **Claim** first made, threatened or intimated against the **Insured** prior to the **Period of Insurance**;
 - (b) directly or indirectly arising out of, or in any way involving any fact or **Circumstance**:
 - (i) of which written notice has been given under any previous policy (whether such policy was provided by the **Insurer** or not) including any notice given to a Medical Defence Organisation (or Medical Protective Association) ; or
 - (ii) of which the **Insured** first became aware prior to the **Period of Insurance** or which the **Insured** knew or ought reasonably to have known may give rise to **Bodily Injury** or **Loss of Documents**; or
 - (iii) disclosed on the latest **Proposal** made to the **Insurer** or any other previous proposal released to the **Insurer** or other insurers or Medical Defence Organisations or Medical Protective Associations.
- (2) arising from **Malpractice** committed or alleged to have been committed prior to the Retroactive Date in the **Declarations**.

It being further understood that where a) no retroactive date is specified in the **Declarations**; or b) "Unlimited" is specified in the **Declarations** coverage shall apply (subject to all other **Policy** terms, conditions and exclusions) irrespective of when the **Malpractice** was committed or alleged to have been committed.
- (3) occurring in the course of the **Business** as stipulated in the **Declarations** except this exclusion shall not apply to **Malpractice** in the course of such **Business**.
- (4) directly or indirectly arising out of, or in any way involving goods or the **Insured's Products** sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by the **Insured** or by any consultant, sub-contractor or agent of the **Insured**
- (5) brought about by or contributed to by seepage, **Pollution**, or contamination.
- (6) the cost of removing, nullifying or cleaning-up **Pollutants**
- (7) arising out of or from any **Claim** brought in or under any jurisdiction outside of the **Claim Jurisdiction** (as stipulated in the **Declarations**) including any enforcement action or transfer proceedings.
- (8) directly or indirectly caused by or contributed to by or arising from

- (a) ionizing radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

it being understood that **Malpractice** arising from the use of medical isotopes in the course of treatment or diagnosis of a patient is not excluded.

- (9) the ownership, possession, maintenance or use by or on behalf of the **Insured** of any

- (a) motor vehicle or trailer
- (b) aircraft or other aerial device or satellite
- (c) waterborne vessel or craft
- (d) hovercraft

other than **Malpractice** committed in the course of treating patients while transporting to a hospital, clinic or medical establishment.

- (10) arising out of coverages specified under Section 2 of this **Policy**

PART VI – SECTION 1 SPECIFIC CONDITIONS

(1) ~~At all material times after the retroactive date stated in the **Declarations** and throughout the **Period of Insurance** the **Insured** shall ensure that:~~

- ~~(a) all **Registered Medical Practitioners** shall maintain an up to date license approved by the appropriate body responsible for such licensing in the domicile of practice. Such license should be appropriate to the level of practice provided by such **Registered Medical Practitioner**;~~
- ~~(b) such **Registered Medical Practitioners** shall maintain membership of a Medical Defence Organisation and that category of membership is applicable to all services offered or provided on behalf of the **Insured** in the relevant domicile of practice to which this **Policy** applies; or~~
- ~~(c) are otherwise fully insured for their own **Malpractice**, professional errors, omissions, or negligence. This should be confirmed in the form of a valid certificate of insurance held on file by the **Insured**.~~

~~_____ For the sole purposes of this condition "fully insured" is deemed to mean:~~

~~_____ (a) Indemnity is in place with the Canadian Medical Protective Association;~~
~~or~~

~~_____ (b) Indemnity is in place with an insurer with the following criteria fully met:~~

- ~~(i) Cover at least as broad as the minimum professional liability / medical malpractice insurance requirements of the relevant Regulatory Medical College, Institute or Association; and~~
- ~~(ii) A limit equal to or greater than CAD 5,000,000 any one claim and in the aggregate with a reputable insurer (Standard & Poors credit rating no less than BBB); and~~
- ~~(iii) Such cover, as far as is reasonably practicable to ensure, includes the period after such **Registered Medical Practitioner** stops working for the **Insured** (the "run-off" exposure) for a period of at least 6 years.~~

~~**"Registered Medical Practitioner"** means a doctor or dentist who is licensed and maintains registration with the relevant Medical Registration Board (s) or appropriate professional body(s) in the relevant domicile of practice to which this **Policy** applies.~~

(2) Any tool or implement used or intended for use in the performance of the **Business** and which is intended to be in contact with bodily fluid or penetrate tissue shall be:

- (a) handled, used applied and stored in accordance with the manufacturers and suppliers instructions; and

- (b) where approved by the manufacturers and suppliers and the Government Medical and Health Department or other applicable licensing and registration body for re-use, sterilised prior to re-use:
 - (i) using only sterilised apparatus specifically approved by the manufacturer and supplier and in accordance with instructions, recommendations, or rules of such manufacturer/supplier; and
 - (ii) in accordance with the Government Medical and Health Department guidelines or equivalent body.

PART VII – SECTION 1 SPECIFIC EXTENSIONS

(1) GOOD SAMARITAN ACTS

The **Insurer** will indemnify the **Insured** against **Claims** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising from the rendering of or failure to render first aid and assistance in an emergency situation or accident, except when such **Insured** is engaged in a professional capacity by another person or entity.

SECTION 2 – COMMERCIAL GENERAL LIABILITY INSURANCE

INSURING AGREEMENTS

The **Insurer** agrees to pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay (including liability assumed by the **Insured** under an **Insured Contract** as defined herein) as compensatory damages which arises out of the **Insured's Business** in respect of:

- A. **Bodily Injury** Liability
- B. **Personal Injury** Liability;
- C. **Property Damage** Liability;
- D. ~~**Forest Fire Fighting Expense** Liability;~~
- E. Third Party **First Aid Liability**;
- F. **Tenants' Legal Liability**;
- G. **Advertising Injury** Liability;

and resulting from an **Occurrence** happening during the **Period of Insurance**, anywhere within the Territories as shown under **Declarations (Policy Territory)**. It being understood and agreed that in respect of United States of America Jurisdiction (if applicable) the additional conditions/exclusions contained in the USA Jurisdiction Extension shall apply.

PART II - SUPPLEMENTARY INSURING AGREEMENTS

For all claims covered by this **Policy**, the **Insurer** further agrees to:

- (1) defend in the name of the and on behalf of the **Insured** and at the cost of the **Insurer**, any civil action which may be brought against the **Insured** but the **Insurer** shall have the right to make such investigation, negotiation and settlement of any of any **Claim** as may be deemed to be expedient by the **Insurer**;
- (2) pay all premiums on bonds to release attachments for an amount not in excess of the remaining **Limits of Liability** of this **Policy** and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
- (3) pay all costs taxed against the **Insured** in any civil action defended by the **Insurer** and any interest accruing before or after entry of the judgment upon that part of the judgment which is within the **Insurer's Limits of Liability**.
- (4) pay all reasonable expenses incurred by the **Insured** at the **Insurer's** request in assisting the **Insurer** in the investigation or defence of any **Claim** or suit, including actual loss of earnings because of time off from work for a maximum amount of Five Hundred Dollars (CAD500) per person per day.

The amounts so incurred, except costs awarded and assessed against the **Insured** in any civil action defended by the **Insurer**, are payable in addition to the remaining **Limits of Liability** (subject always to the United States of America Special Conditions Clause included in this **Policy**).

Provided that if a payment exceeding the **Insurer's Limits of Liability** (as detailed below within "PART III - LIMITS OF LIABILITY") is required to dispose of any claim and when the claim in question is one for which **Insurers** are required to pay any amounts detailed within "PART II - SUPPLEMENTARY INSURING AGREEMENTS" in addition to this **Policy's Limits of Liability**, the liability of the **Insurer** to pay such amounts shall be limited to the same proportion that this **Policy's Limits of Liability** bears to the total amount required to be paid to dispose of the claim.

PART III - LIMITS OF LIABILITY

- (1) The **Insurer's** liability hereunder shall not exceed the sum stated in the **Declarations**. It is agreed that the **Limit of Liability** stated above applies collectively to the following:

Coverage A – **Bodily Injury** Liability

Coverage B - **Personal Injury** Liability;

Coverage C - **Property Damage** Liability;

~~Coverage D – **Forest Fire Fighting Expense** Liability;~~

Coverage E - Third Party **First Aid Liability**;

Coverage F - **Tenants' Legal Liability**

Coverage G – **Advertising Injury** Liability.

Notwithstanding the foregoing, **Insurers' Limits of Liability** shall not exceed the amount stated in the **Declarations** in the aggregate during the **Period of Insurance** separately in respect of **Products** liability / **Completed Operations Liability** combined.

The liability of the **Insurer** under this Section for any one **Occurrence** or all **Occurrences** consequent upon one source or original cause shall not exceed the **Limit of Liability** in the **Declarations**. In respect of liability arising out of **Pollution**, the **Limit of Liability** represents the total amount of the **Insurer's** liability during the **Period of Insurance**.

An **Occurrence** or **Occurrences** consequent upon one source or original cause shall be deemed to be one **Occurrence** regardless of the number of persons or organisations who sustain **Bodily Injury, Property Damage, Nuisance or Personal Injury**. All such **Occurrences** shall be deemed to have happened on the day of the first **Occurrence**.

In respect of liability arising from the above Coverages (other than where specified within specific coverages herein or in respect of liability arising from the **Insured's Products**) the phrase "consequent upon one source or original cause" as used in this Section of the **Policy** shall be defined as: arising from the same event, condition, defect or hazard, or failure to warn.

In respect of liability arising from the **Insured's Products** the phrase "consequent upon one source or original cause" as used in this Section of the **Policy** shall be defined as: arising from an identifiable design, error or defect in the **Insured's Product** or the failure to warn of the same potential hazard by the **Insured** which results in similar **Bodily Injury** or **Property Damage**.

- (2) Sub-Limits of Liability

Notwithstanding anything contained within PART III (1) above or elsewhere in this **Policy** (including within Endorsements) the **Insurer's** liability is further limited as follows:

- (a) **Tenants Legal Liability**

Where the **Policy** provides coverage for **Tenants Legal Liability** the **Limits of Liability** stated in the **Declarations** as applicable to **Tenants Legal Liability** any one **Occurrence** is the limit of the **Insurer's** liability for all compensatory damages and costs awarded and assessed against the **Insured** in respect of claims covered under this **Policy** for **Tenants Legal Liability** as a result of any one **Occurrence**.

(b) **Medical Payments**

Under the heading of **Medical Payments** the **Limits of Liability** stated in the **Declarations** as applicable to "each person" is the limit of the **Insurer's** liability for all coverage for **Medical Payments** as defined for any one person in any one **Occurrence**. The **Limits of Liability** stated in the **Declarations** as applicable to "each accident" is, subject to the above provision respecting "each person", the total limit of the **Insurer's** liability for all coverage for **Medical Payments** for claims by two or more persons in any one **Occurrence**.

~~(c) **Forest Fire Fighting Expense**~~

~~Under the heading of **Forest Fire Fighting Expense** the **Limits of Liability** stated in the **Declarations** as applicable to "each accident" is the total limit of the **Insurer's** liability for all claims by one or more persons or organizations in any one **Occurrence**.~~

~~The **Insurer's** liability for all claims in any one calendar year shall be limited to an aggregate amount equal to the Sub-limit for this Insuring agreement.~~

~~The Sub-limits of Liability stipulated herein are included in, and not in addition to the amount indicated within **Declarations** under **Limits of Liability**.~~

(3) **Deductible**

- (a) The **Insurer's** obligation to make any payments under this **Policy** applies only to amounts in excess of the Deductible amount stated in the **Declarations**.
- (b) The Deductible amount shall be applied to any amounts paid as compensatory damages or Supplementary Insuring Agreements in regard to any one **Occurrence** or each accident.
- (c) The **Limit of Liability** applicable to Each **Occurrence** or each accident will be reduced by the amount of such Deductible. The Aggregate limit shall not be reduced by the application of such Deductible amount.
- (d) The **Insurer** may pay any part or all of the Deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **Insured** shall promptly reimburse the **Insurer** for such part of the Deductible amount as has been paid by the **Insurer**.

PART IV - POLICY LIMITATION

This **Policy** applies only to **Bodily Injury** Liability, **Personal Injury** Liability, **Property Damage** Liability, Third Party **First Aid Liability**, **Tenants' Legal Liability**, and **Advertising Injury** Liability which arises out of the operations of the **Insured** (as stipulated within **Declarations** or as advised to the **Insurer**).

PART V – SECTION 2 SPECIFIC EXCLUSIONS

This Section does not cover liability arising out of:

- (1) (a) **Bodily Injury, Property Damage, Nuisance, Personal Injury**, financial loss, loss of use of property directly or indirectly arising out of the discharge, dispersal, release, or escape of **Pollutants**;
- (b) the cost of removing, nullifying or cleaning up **Pollutants**;
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge dispersal, release or escape of **Pollutants**.

Notwithstanding the foregoing, this **Policy** covers liability otherwise excluded under paragraphs 1(a) and 1(b) above which:

- (i) is caused by a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, and
 - (ii) is indemnified in not more than one annual **Period of Insurance**.
- (2) the ownership, possession, maintenance or use by or on behalf of the **Insured** of any motor vehicle or trailer for which compulsory insurance is required by legislation, other than liability:
 - (a) arising from the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

- (3) liability for which compulsory insurance is required by legislation governing the use of any motor vehicle or trailer.
- (4) the ownership, possession, maintenance or use by or on behalf of the **Insured** of any
 - (a) aircraft or other aerial device or satellite;
 - (b) waterborne vessel or craft (other than watercraft not exceeding fifteen metres in length and only whilst on inland waterways);

- (c) hovercraft.
- (5) damage to property owned, leased or hired or under hire purchase or on loan to the **Insured** or otherwise in the **Insured's** care, custody or control other than:
 - (a) in premises (or the contents thereof) temporarily occupied by the **Insured** for work therein, or other property temporarily in the **Insured's** possession for work thereon (but no indemnity is granted for damage to that part of the property on which the **Insured** is working and which arises out of such work);
 - (b) **Employees'** and visitors' clothing and personal effects;
 - (c) premises tenanted by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement.
- (7) arising from any **Occurrence** or series of **Occurrences** which is / are recovered by a policy of insurance preceding this **Policy**.
- (8) arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **Insured** for a fee
- (9) for pure financial loss not consequent upon to **Bodily Injury, Personal Injury, Property Damage, Third Party First Aid Liability, Tenants' Legal Liability, Advertising Injury, Nuisance**.
- (10) ~~arising out of or from a **Clinical Trial** other than where such exposures are declared to and agreed by Insurers~~
- (11) any **Product** or part thereof which with the **Insured's** knowledge is intended to be incorporated into the structure, machinery or controls of any aircraft or other aerial device or satellite.
- (12) any **Product** that is not
 - (a) licensed in accordance with legislation or regulations relating to licensing of medicines, drugs, cosmetics, dietary supplements or medical devices in the country in which the **Product** is sold; or
 - (b) approved for marketing by the applicable regulatory body in the country in which the **Product** is sold where prior approval is required by legislation or regulations; or
 - (c) exempt from any requirement for a license or marketing authorisation in the country in which the **Product** is sold.
- (13) ~~any **Product** causing or failing to cure or alleviate any condition directly or indirectly caused by or associated with:~~
 - ~~(a) Hepatitis; or~~

- ~~(b) Human Immunodeficiency Syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named; or~~
- ~~(c) Bovine Spongiform Encephalopathy (BSE), Transmissible Spongiform Encephalopathy (TSE) Creutzfeldt-Jakob Disease (CJD) variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD).~~

(14) damage to the **Insured's Product(s)** or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom.

(15) the production, sale or provision of the following (or any derivatives thereof):

- ~~_____ (a) Alosetron Hydrochloride~~
- ~~_____ (b) Antipsychotics~~
- ~~_____ (c) Aprotinin (Bovine Pancreatic Trypsin Inhibitor)~~
- ~~_____ (d) Canthaxanthin~~
- ~~_____ (e) Cerivastatin and/or any other Statins and/or Fibrates~~
- ~~_____ (f) Cisapride~~
- ~~_____ (g) Contraceptives (including Birth Control Pills), Fertility Drugs and products specifically _____ designed and marketed for use during and in connection with pregnancy~~
- ~~_____ (h) Cox-2 Inhibitors~~
- ~~_____ (i) Danthron~~
- ~~_____ (j) Debendox~~
- ~~_____ (k) Dicyclomine (when given to children under 4 years of age)~~
- ~~_____ (l) Diethylstilbestrol (DES)~~
- ~~_____ (m) Dioxins~~
- ~~_____ (n) Doxazosin~~
- ~~_____ (o) Drugs used to treat Erectile Dysfunction~~
- ~~_____ (p) Ephedrine (but this exclusion shall not apply to cough and/or cold medications sold over the _____ counter)~~
- ~~_____ (q) Fenfluramine (whether individually or in combination with Phentermine)~~
- ~~_____ (r) Germanium~~
- ~~_____ (s) Hormone Replacement Therapies (HRT's)~~
- ~~_____ (t) Leflunomide~~
- ~~_____ (u) Methylphenidate~~
- ~~_____ (v) Monoclonal Antibodies~~
- ~~_____ (w) Metoclopramide~~
- ~~_____ (x) Nefazodone~~
- ~~_____ (y) Phenylpropanolamine (PPA)~~
- ~~_____ (z) Primodos / Amenorone Forte~~
- ~~_____ (aa) Selective Serotonin Reuptake Inhibitors and Serotonin Norepinephrine Reuptake Inhibitors~~
- ~~_____ (ab) Skin Whitening or Lightening Agents~~
- ~~_____ (ac) Tacrolimus~~
- ~~_____ (ad) Thalidomide~~
- ~~_____ (ae) Thimerosal and/or Thiomersal~~
- ~~_____ (af) Thiazolidinediones~~

- _____ (ag) ~~Tretinoin (retinoic acid or its salts)~~
- _____ (ah) ~~Vigabatrin~~
- _____ (ai) ~~Talcum Powder~~
- _____ (aj) ~~Valproate~~
- _____ (ak) ~~Docetaxel~~

- (16) for costs incurred by the **Insured** or others in the repair, reconditioning, modification or replacement of any **Product** or part thereof and / or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement.
- (17) for costs incurred by the **Insured** or others arising out of the recall of any **Product** or part thereof.
- (18) ~~from the non-performance or inadequacy of the **Insured's Product** to cure, alleviate, prevent, monitor, detect, eliminate or retard any illness, malady, condition or syndrome.~~
- (19) arising from the application of Laser, Intense Pulse Light or Light Heat Energy to clients or patients
- (20) arising out of coverages specified under Section 1 of this **Policy**.

PART VI – SECTION 2 SPECIFIC EXTENSIONS

None

PART VII – SECTION 2 SPECIFIC CONDITIONS

(1) RIGHTS OF RECOURSE TO MANUFACTURERS / SUPPLIERS CONDITION

It is a condition precedent to liability of **Insurers** that the **Insured** shall maintain rights of recourse against drug and medical device suppliers / manufacturers and such supplier / manufacturer has adequate liability insurance in place in the event of a loss.

GENERAL EXCLUSIONS

This **Policy** does not cover liability arising from or out of:

- (1) **Personal Injury** and/or **Bodily Injury** sustained by any **Employee** of the **Insured** when liability is imposed upon or assumed by or on behalf of the **Insured** under any Worker's Compensation Statute or similar statute that is in effect.
- (2) the ownership, maintenance, use or operation by or on behalf of an **Insured** of any
 - (a) **Automobile;**
 - (b) any motorized snow vehicle or its trailers,
 - (c) any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for an such contest or activity; or
 - (d) any vehicle which, if it were to be insured, would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use of or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment

Notwithstanding the above it is agreed that this exclusion shall not apply to Section 2 Specific extensions 3 & 4 if applicable.

- (3) the ownership, maintenance, use, operation, loading or unloading by or on behalf of an **Insured** of any waterborne vessel or craft (other than watercraft not exceeding fifteen metres in length and only whilst on inland waterways) but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Insured**.
- (4) the ownership, maintenance, use, operation, loading or unloading by or on behalf of the **Insured** of any aircraft or air cushion vehicle;
- (5) the ownership, existence, use or operation by or on behalf of the **Insured** of any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto.
- (6) **Bodily Injury, Personal Injury, Advertising Injury, or Property Damage** caused intentionally by or at the direction of the **Insured**.

This exclusion shall not apply to any **Insured** who neither sanctioned nor was a party to the causing of such **Occurrence**, nor in any event where the **Occurrence** was caused solely in an attempt to prevent such injury to persons or damage to property.

- (7) any error or omission committed or alleged to have been committed by or on behalf of the **Insured** or any person employed by the **Insured** in the provision of **Professional Services** in connection with the **Business** except this exclusion shall not apply in respect of first aid administered at the scene of an accident by an adequately trained person or persons or **Malpractice** under Section 1 of this **Policy**.
- (8) liability for **Personal Injury** assumed under any **Insured Contract** or agreement.

- (9) in respect of **Tenants Legal Liability** for **Property Damage** assumed by the **Insured** under a contractual undertaking with any landlord excepting liability for **Property Damage** for which in the absence of such undertaking the **Insured** would otherwise be liable.
- (10) **Bodily Injury** or **Personal Injury** which arises out of
- (a) any deliberate act in violation of any law or ordinance or penal statute; or
 - (b) any deliberate or wilful misconduct of the **Insured**; or
 - (c) any dishonest, fraudulent, or criminal act of the **Insured**; or
 - (d) any conduct of the **Insured** or **Employee** while under the influence of intoxicants or narcotics.
- (11) liability for **Personal Injury** which arises as a result of an offense directly or indirectly related to employment by the Insured.
- (12) arising out of or from or directly or indirectly caused by or contributed to by **War** or any act of **Terrorism**.
- (13) Nuclear Energy Liability; meaning
- (a) to liability imposed by or arising under the Nuclear Liability Act;
 - (b) to **Bodily Injury, Personal Injury** or **Property Damage** with respect to which an **Insured** under this policy is also insured under a contract of nuclear energy liability insurance (whether the **Insured** is unnamed in such contract and whether or not it is legally enforceable by the **Insured**) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability;
 - (c) to **Bodily Injury, Personal Injury** or **Property Damage** resulting directly or indirectly from the **Nuclear Energy Hazard** arising from:
 - (i) the ownership, maintenance, operation or use of a **Nuclear Facility** by or on behalf of an **Insured**; or
 - (ii) the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**; or
 - (iii) the possession, consumption, use, handling, disposal or transportation of **Fissionable Substances**, or of other **Radioactive Material** (except radioactive isotopes, away from a **Nuclear Facility**, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an **Insured**.
- (14) any loss, cost or expense arising out of any governmental direction or request that an **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.

- (15) any fines, penalties, aggravated damages, liquidated damages, multiple damages, punitive damages, or any other increase in damages resulting from multiplication of compensatory damages.
- (16) Asbestos Liability; meaning this **Policy** does not apply:
- (a) to liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or asbestos containing materials;
 - (b) to any obligation to defend any claim or suit against the **Insured** alleging liability resulting from (a) above nor to **Insurer's** liabilities for "Supplementary Insuring Agreements" arising therefrom.
- (17) **Bodily Injury, Personal Injury or Property Damage** or any cost or expense related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:
- (a) Any **Fungus/Fungi, Mold(s)**, mildew or yeast; or
 - (b) Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus/Fungi, Mold(s)**, mildew or yeast; or
 - (c) Any substance, vapour, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus/Fungi, Mould(s)**, mildew or yeast; or
 - (d) Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbours, nurtures or acts as a medium for any **Fungus/Fungi, Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom.
- regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **Bodily Injury, Personal Injury or Property Damage**, cost or expense.
- (18) **Advertising Injury**
- (a) caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Advertising Injury**;
 - (b) arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
 - (c) arising out of the oral or written publication of material whose first publication took place before the beginning of the **Period of Insurance**;
 - (d) arising out of a criminal act committed by or at the direction of the **Insured**;

- (e) for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the **Insured** would have in the absence of the contract or agreement;
- (f) arising out of the breach of contract, except an implied contract to use another's advertising idea in the **Insured's Advertisement**;
- (g) arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the **Insured's Advertisement**;
- (h) arising out of the wrong description of the price of goods, products or services stated in the **Insured's Advertisement**;
- (i) arising out of the infringement of patent, trademark, trade secret or other intellectual property rights;

however, this exclusion does not apply to infringement, in the **Insured's Advertisement**, of copyright, trade dress, or slogan;

- (j) committed by an **Insured** whose business is:
 - (i) advertising, broadcasting, publishing or telecasting;
 - (ii) designing or determining content of websites for others; or
 - (iii) an Internet search, access, content or service provider;

however for the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Insured** or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting;

- (k) arising out of an electronic chatroom or bulletin board the **Insured** hosts, own or over which the **Insured** exercises control;
- (l) arising out of the unauthorized use of another's name or product in the **Insured's** email address, domain name or metatag, or any other similar tactics to mislead another's potential customers;

(19) **Medical Payments** (as defined herein) for **Bodily Injury**:

- (i) to any **Insured**;
- (ii) to a person hired to perform work for or on behalf of any **Insured** or a tenant of any **Insured**;
- (iii) to a person injured on that part of the premises owned or rented by the **Insured** that the person normally occupies;

- (iv) to a person, whether or not an employee of any **Insured**, who at the time of injury is entitled to benefits under any Workers' Compensation or disability benefits law or similar law;
 - (v) to a person injured while taking part in sporting activities;
 - (vi) the payment of which is prohibited by law;
 - (vii) included within the **Completed Operations Hazard**;
 - (viii) excluded under Insuring Agreement (1).
- (22) **Property Damage** expected or intended from the standpoint of the **Insured**
- (23) erasure, destruction, corruption, misappropriation, misrepresentation of **Data** including any loss of use therefrom
- (24) erroneously creating, amending, entering, deleting or using **Data** including any loss of use therefrom
- (25) to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- (26) arising out of or from any **Claim** brought in or under any jurisdiction outside of the **Claim Jurisdiction** (as stipulated in the **Declarations**) including any enforcement action or transfer proceedings.
- (27) arising out of the deliberate, conscious or intentional disregard by the **Insured's** technical or administrative management of the need to take all reasonable steps to prevent **Occurrences** and **Claims**.
- (28) arising out of Financial Guarantee and Insolvency
- (29) **Tenants Legal Liability** arising from:
- a) **Property Damage** to any premises and building fixtures owned by the **Insured**;
 - b) liability for which the **Insured** is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to legal liability to pay compensation (including claimants' costs and expenses) that the **Insured** would have in the absence of the contract or agreement.
- ~~(30) **Forest Fire Fighting Expense** arising from:~~
- ~~(a) expenses, fines or penalties for which the **Insured** is liable by reason of failure to comply with any statute, permit, rule or regulation;~~

- ~~(b) liability assumed by the **Insured** under any contract or agreement, except liability of the **Insured** that would have existed in the absence of such contract or agreement;~~
- ~~(c) fire fighting expenses of others on behalf of the **Insured**.~~
- (31) arising out of passing off or infringement of patent, copyright, trade mark or trade name or other intellectual property rights, but this exclusion shall not apply to copyright infringement arising out of the **Insured's Advertisements**.
- (32) arising from an **Occurrence** outside the **Territorial Limits** (as stipulated in the **Declarations**) including any contract, or arising from the **Business** carried out from the **Insured's** own offices situated outside the **Territorial Limits**.
- (33) directly or indirectly arising out of, caused by, contributed to or resulting from any "Cyber Liability". For the avoidance of doubt "Cyber Liability" is deemed to mean but is not limited to, hacking, security breach, theft of electronic data.
- (34) **Property Damage** to that particular part of any property not on premises owned by or rented to the **Insured**:
- (a) upon which operations are being performed by or on behalf of the **Insured** at the time of the **Property Damage** thereto arising out of such operations; and
- (b) out of which any **Property Damage** arises;
- or
- (c) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **Insured**.
- (35) **Property Damage** to property which is being transported by or on behalf of the **Insured** by motor vehicle or otherwise.
- (36) loss of use of tangible property arising directly or indirectly from a delay in or lack of performance by or on behalf of the **Insured** with respect to any **Insured Contract** or agreement.
- ~~(37) arising directly or indirectly caused by or associated with a **Clinical Trial**.~~
- ~~(38) arising from domiciled risks in the United States of America its territories or possessions (such exclusion shall apply to consequential losses arising therefrom)~~
- (39) arising out of or relating directly or indirectly to liability assumed by the **Insured** under contract which goes beyond the duty to use such skill and care as is usual in the exercise of the **Insured's** activities stated in the **Proposal** or **Business** in the **Declarations**.
- (40) arising from any **Claim** brought by or behalf of:
- (a) the **Insured**;

- (b) any person directly appointed by and acting for or on behalf of the **Insured** unless such **Claim** emanates from a wholly independent third party claimant;
- (c) any parent or subsidiary company of the **Insured**;
- (d) any person or entity having an executive, financial or controlling interest and/or ownership (unless such financial ownership is less than 5%) in the **Insured**;
- (e) any entity where the **Insured** has accepted a financial interest, irrespective of the amount, in any entity in exchange for fees incurred.

(41) arising from:

- (a) the failure of any computer or other electronic processing device or of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
- (b) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevent or impairs its proper function or performance.

(42) arising from any trading losses or trading liabilities incurred by the **Insured** or any business managed by or carried on by or on behalf of the **Insured** or any liability relating directly or indirectly to the insolvency or bankruptcy of the **Insured**.

(43) arising directly or indirectly caused by or associated with

- (a) Human Immunodeficiency Syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named; or
- (b) Bovine Spongiform Encephalopathy (BSE), Transmissible Spongiform Encephalopathy (TSE) Creutzfeldt-Jakob Disease (CJD) variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD).

other than where **Malpractice** has been committed or alleged to have been committed in the course of treating patients with such conditions.

(44) for which the **Insured** may be held liable under any workers compensation, unemployment compensation, disability benefits law or any similar law.

(45) arising directly or indirectly out of or alleged to have arisen from any wrongful act of directors or officers of the **Insured** in the discharge or performance of their duties as such other than **Claims** for compensation (including and claimants costs and expenses) consequent upon **Bodily Injury**.

For the purpose of this exclusion wrongful act shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the

directors or officers in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being directors or officers of the **Insured**.

(46) arising out of:

- (a) a dispute between an employer / prospective employer and **Employee** / prospective **Employee** referred or capable of being referred to any Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal; or
- (b) a settlement or adjudication of or under the auspices of an Employment Tribunal; or
- (c) or from any **Employee**, former **Employee** or prospective **Employee** in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct; or
- (d) anything which is capable of being insured under a generally available employment practices liability insurance policy.

(47) liability for which compulsory insurance is required by legislation governing the use of any motor vehicle or trailer.

(48) for the amount of the **Deductible** as applicable and stated in the **Declarations**.

(49) which forms the subject of insurance by any other policy and this **Policy** shall not be drawn into contribution with such other insurance.

(50) arising out of or from or in any way connected with actual or attempted abuse (verbal or physical), molestation, sexual relations, sexual contact or intimacy, sexual harassment, or sexual exploitation.

GENERAL CONDITIONS

(1) NO AVOIDANCE

Any act or omission on the part of an **Insured** under this **Policy** shall not prejudice the rights or interests of any other **Insured**.

(2) CROSS LIABILITY AND SEVERABILITY OF INTERESTS

Coverage provided by this **Policy** applies individually to the interest of each **Insured** covered by this **Policy** and coverage shall apply in the same manner and to the same extent as though a separate **Policy** had been issued to each **Insured**. Any breach of a condition of this **Policy** by any **Insured** that would void coverage shall not affect coverage provided to any other **Insured** not party to such action. Nothing contained in the foregoing nor the inclusion herein of more than one **Insured** shall operate to increase the **Limits of Liability** stated in the **Declarations**.

(3) DISCHARGE OF LIABILITY

The **Insurer** may at any time pay to the **Insured** in connection with any **Claim** or **Occurrence** under this **Policy** to which any **Limits of Liability** apply the amount of such Limits (after deduction of any sums already paid) or any lesser amount for which claims resulting from such **Claim** or **Occurrence** can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of amounts applicable under "Supplementary Insuring Agreements" incurred prior to the date of such payment (unless the **Limit of Liability** are inclusive of such amounts).

Provided that if the **Insurer** exercises the above option and the amount required to dispose of any **Claim** or claims in connection with an **Occurrence** exceeds the **Limits of Liability** and such excess amount is insured either in whole or in part, with amounts applicable to "Supplementary Insuring Agreements" payable in addition to the **Limits of Liability** under this **Policy** then the **Insurer** will also contribute their proportion of subsequent amounts applicable to "Supplementary Insuring Agreements" incurred with their prior consent.

(4) PREMIUM AND ADJUSTMENT OF PREMIUMS

If any part of the Premium is based on estimates provided by the **Insured** the **Insured** shall keep an accurate record containing all relevant particulars and shall at any time allow the **Insurer** to inspect such record. The **Insured** shall within three months after the expiry of each **Period of Insurance** furnish such information as the **Insurer** may require. The premium shall then be adjusted and the difference paid by or allowed to the **Insured** subject to any Minimum Premium required. The **Insurer** reserves the right to request the **Insured** to supply an auditors certificate attesting to the accuracy of any information furnished to the **Insurer**.

(5) INSPECTION / AUDIT / MAINTENANCE OF RECORDS

The **Insured** shall permit the **Insurer** to inspect the **Insured's** property and operations and to examine and audit the **Insured's** books and records at any time during the **Period of Insurance**

(and any extension thereof and within one year after the termination of this policy), as far as they relate to the premium basis or the subject matter of this **Policy**. The **Insurer** assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

Furthermore, in respect of Section 1:

The **Insured** must use its best endeavours to:

- (a) maintain accurate descriptive records of all business services and equipment used in procedures which shall be available for inspection and use by the **Insurer** or their duly appointed representatives in so far as they are relevant to any **Claim**; and
- (b) retain the records referred to in (a) for a period of at least seven (7) years from the date of treatment and, in the case of a minor, for a period of at least seven (7) years after that minor attains majority; and
- (c) give to the **Insurer** or its duly appointed representatives such information including all medical records and nursing notes assistance, signed statements or depositions as the **Insurer** may require; and
- (d) assist in the defence of any **Claim** without charge to the **Insurer**.

(6) **INSURED'S DUTIES IN THE EVENT OF ACCIDENT, OCCURRENCE, CLAIM OR SUIT**

Section 1 (Claims Made)

The **Insured** shall give immediate written notice (but in any event no later than 45 days after the **Insured** first became aware of such **Claim**, or **Circumstance**) to the **Insurer** of any **Claim** first made against the **Insured** (or any specific event or **Circumstance** that in the opinion of the **Insured** may give rise to a **Claim** made against the **Insured**) and which forms the subject of indemnity under this **Policy**. Every **Claim**, writ, summons or process and all documents relating to the **Claim**, event or **Circumstance** shall be forwarded to the **Insurer** immediately they are received by the **Insured**.

All matters should be notified prior to expiry of the **Period of Insurance** within the timeframe stated herein unless the **Insured** is prevented from doing so by virtue of such matter coming to their attention immediately prior to the expiry of the **Period of Insurance**. In such cases the **Insurer** will allow the timeframe stated above in (1) to extend beyond expiry of the **Period of Insurance**, but only in respect of **Claims** made or first awareness of **Circumstance** happening during the period immediately prior to the expiry of the **Period of Insurance** and provided that such period shall not exceed a maximum of 45 days from the end of the **Period of Insurance**. Such extension will not operate to increase the **Insurer's Limit of Liability**.

Should the **Insured** notify the **Insurer** during the **Period of Insurance** of any specific event or **Circumstance** which the **Insurer** accepts may give rise to a **Claim** or **Claims** which form the subject of indemnity by this **Policy**, then acceptance of such notification means that the **Insurer**

will deal with such **Claim** or **Claims** as if they had first been made against the **Insured** during the **Period of Insurance**.

Section 2 (Losses Occurring)

- (a) In the event of an **Occurrence**, written notice containing particulars sufficient to identify the **Insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given promptly by or for the **Insured** to the **Insurer** or any of its authorized agents.
- (b) If **Claim** is made or suit is brought against the **Insured**, the **Insured** shall immediately forward to the **Insurer** every writ, letter, document or advice received by him or his representative.
- (c) If the **Insurer** is not so notified, as in clause (a) or (b) above, such that the **Insurer's** position is prejudiced, then no coverage is provided by this **Policy** for such accident, **Occurrence**, **Claim** or suit.
- (d) The **Insured** shall co-operate with the **Insurer** and, upon the **Insurer's** request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of losses with respect to which insurance is afforded under this **Policy**; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for the first aid to others at the time of accident.
- (e) Notwithstanding the aforementioned, any late notice or absence of notice is cause of forfeiture of the rights of the **Insured**, if the **Insurer** thereby sustains prejudice.

(7) **ACTION AGAINST INSURER**

No action shall lie against the **Insurer** under any Insuring Agreement or Supplementary Insuring Agreement of this **Policy** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this **Policy**, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Insurer**. Every action or proceeding against the **Insurer** shall be commenced within 2 years next after the date of such judgment or written agreement and not afterwards. If this **Policy** is governed by the laws of Quebec, every action or proceeding against the **Insurer** shall be commenced within 3 years from the time the right of action arises. Nothing contained in this **Policy** shall give any person or organization any right to join the **Insurer** as a co-defendant in any action against the **Insured** to determine the **Insured's** liability.

(8) **BANKRUPTCY**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Insurer** of any of its obligations hereunder.

(9) **SUBROGATION**

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to all the **Insured's** right of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after loss to prejudice such rights. However, the **Insurer** shall have no right of subrogation against any **Insured** under this **Policy**.

(10) **OTHER INSURANCE**

The insurance afforded by this **Policy** is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **Insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amounts of the **Insurer's** liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the **Insurer** shall not be liable under this **Policy** for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares:

If all of such other valid and collectible insurance provides for contribution by equal shares, this **Insurer** shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits:

If any of such other insurance does not provide for contribution by equal shares, this **Insurer** shall not be liable for a greater proportion of such loss than the applicable **Limit of Liability** under this **Policy** for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Please note that in respect of **Claims** also involving a **Registered Medical Practitioner** nothing in this clause shall operate to override Section 1 Specific Condition 1 which shall take precedence in all **Claims** or liability in respect of such Section of this **Policy**.

(11) **CHANGES**

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

(12) **ASSIGNMENT**

Assignment of interest under this **Policy** shall not bind the **Insurer** until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the **Period of Insurance**, this **Policy**, unless cancelled shall, if written notice be given to the **Insurer** within 60 days, after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured except in the Province of Quebec where no notice is required.

(13) **SOLE AGENT**

For the purpose of negotiating changes under this **Policy** or for cancellation of this **Policy** and for payment of the premium the Insured first named in the Declarations (hereinafter called "the First Named Insured") shall be deemed the sole agent of each Insured.

(14) **NOTICE**

Any written notice to the **Insurer** may be delivered at or sent by registered mail to the agent through whom this **Policy** was issued. Written notice may be given to the Named Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the **Insurer**; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada. Notice to the First Named Insured shall constitute notice to all **Insureds**.

(15) **CANCELLATION / TERMINATION**

This **Policy** is non-cancellable by either the Named Insured or the **Insurer** except as follows:

The **Insurer** may cancel this **Policy**:

- a) for non-payment of premium by providing not less than fifteen (15) days written notice by registered mail to the Named Insured. Payment of the premium due within such notification period shall cause the notice of cancellation to be rescinded;
- b) in the event of the bankruptcy or insolvency of the Named Insured.

The Named **Insured** or the **Insurer** may cancel this **Policy** in the event of:

- a) Material change in risk which is within the control and knowledge of the Named **Insured**. The Named **Insured** shall promptly notify the **Insurer** of such material change in risk, ;
- b) Bankruptcy or insolvency of the **Insurer**.

If this **Policy** is cancelled by the **Insured**, the unearned portion of premium actually paid shall be returned on surrender of this **Policy**, the **Insurer** retaining the greater of the earned

premium calculated on the customary short rate basis, or the Minimum Premium indicated in the **Declarations** of this **Policy**.

If this **Policy** is cancelled by the **Insurer**, or because of termination or indefinite postponement of the **Insured Project**, the unearned portion of premium actually paid shall be returned upon cancellation of this **Policy**, the **Insurer** retaining the earned premium calculated on a pro-rata basis.

Except for non-payment of premium the **Insurer** shall provide thirty (30) days written notice of cancellation to the Named Insured.

(16) **DECLARATIONS**

By acceptance of this **Policy**, the Named Insured agrees that the statements in the **Declarations** are his agreements and representations, that this **Policy** is issued in reliance upon the truth of such representations and that this **Policy** embodies all agreements existing between himself and the **Insurer** or any of its agents relating to this insurance.

(17) **BANKRUPTCY**

Bankruptcy or insolvency of the **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

(18) **CANADIAN CURRENCY CLAUSE**

All **Limits of Liability**, premiums and other amounts as expressed in this **Policy** are in Canadian Currency unless otherwise stated on the **Policy**.

(19) **POLICY DISPUTES**

Any dispute concerning coverage under this **Policy** and/or the interpretation of the terms Conditions limitations and/or Exclusions contained herein is understood and agreed by both the **Insured** and the **Insurers** to be subject to the law and jurisdiction of a Canadian province or territory as determined by the relevant Insurance Act(s).

Where such Act does not stipulate the Law and Jurisdiction applicable, this **Policy** shall be subject to the Province detailed in the **Declarations**.

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Canadian province or territory as determined by the relevant Insurance Act(s) and to comply with all requirements necessary to give such court jurisdiction.

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction.

(20) **CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES (LSW 1565C)**

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for

insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

RIGHT TO BE INFORMED

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

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

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

RESPONSIBILITY TO ASK QUESTIONS AND SHARE INFORMATION

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

RIGHT TO COMPLAINT RESOLUTION

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

RESPONSIBILITY TO RESOLVE DISPUTES

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

RIGHT TO PROFESSIONAL SERVICE

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

RIGHT TO PRIVACY

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

(21) **NOTICE CONCERNING PERSONAL INFORMATION (LSW 1543E)**

Introduction:

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

Consent to Collection:

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

How we Collect Information:

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

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

Information is collected and stored for the following purposes:

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

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

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

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

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

Who we disclose your information to:

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

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

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

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

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

Use or disclosure without consent or further notification

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

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

Retention

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

Your rights

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

You have the following rights:

The right to access

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

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

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

The right to rectification

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

The right to be forgotten

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

example, there may be certain regulatory obligations which may prevent us from completing your request.

The right to data portability

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

The right to withdraw consent

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

How to access your information and/or contact us

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

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

(22) (RE)INSURERS LIABILITY CLAUSE (LMA 3333)

(RE) INSURERS LIABILITY SEVERAL NOT JOINT

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

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

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

of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

PROPORTION OF LIABILITY

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

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

- (23)** The Insured shall give immediate written notice to the Insurer (but in any event no later than 30 days) of any fact, event or circumstance which materially changes the information supplied to the Insurer at the time when the Policy was effected, and the Insurer may amend the terms of this Policy according to the materiality of such change. Any material alteration or change shall not be binding on the Insurer or the terms of this Policy until accepted as such by written confirmation from the Insurer. Material change is deemed to mean any increase in turnover, staff of more than 20% or any other change that materially affects the Insurer's exposure.

(24) ENGLISH LANGUAGE AGREEMENT CLAUSE (QUEBEC)

The insurer and the insured have specifically required that the present insurance policy and all related documents be drawn up in the English language.

L'assureur et l'assuré ont expressément exigé que la présente police d'assurance ainsi que tous les documents y afférent soient rédigés en langue anglaise.

GENERAL EXTENSIONS (APPLICABLE TO BOTH SECTIONS)

(1) CERTIFICATE HOLDERS ENDORSEMENT

The Insurance provided by this **Policy** is extended to include as an Additional **Insured** any holder of a Certificate of Insurance issued by the Canadian Intermediary, on behalf of the **Insured** named in the **Declarations**, but only with respect to liability arising out of the negligence of the **Insured**.

Furthermore, the Canadian Intermediary will endeavour to provide 30 days notice of cancellation of this **Policy** to any holder of a Certificate of Insurance issued by them on behalf of the **Insured** named in the **Declarations**.

This Extension does not apply to any Certificate holder domiciled in the United States of America.

(2) USA JURISDICTION EXTENSION

In the event of the **Declarations** stating that USA Jurisdiction is "Excluded" this **Policy** shall not apply to any **Claim**, judgement, award or settlement made within any country or territory which operates under the laws of the United States of America or to any order made anywhere in the world to enforce such **Claim**, judgement award or settlement either in whole or in part.

In the event of the **Declarations** stating that USA Jurisdiction is "Included" this **Policy** shall provide indemnity within any country or territory which operates under the laws of the United States of America or to any order made anywhere in the world to enforce such **Claim**, judgement award or settlement either in whole or in part subject to the following conditions, limitations and exclusions applying to such **Claim**:

- (a) This **Policy** does not include as an **Insured** or indemnify any **Insured** domiciled and/or registered in United States of America unless specifically agreed by the **Insurer** in writing and endorsed to this **Policy**;
- (b) A **Deductible** of CAD Nil each and every **Claim** including Supplementary payments (as stipulated under Section 1 Part II and Section 2 Part II respectively) shall apply;
- (c) A retroactive date of unlimited shall apply to all **Claims** falling under this extension in respect of Section 1 ("Claims Made) only;
- (d) The **Insurer** shall not be liable for fines, penalties, aggravated damages, liquidated damages, multiple damages, punitive damages, or any other increase in damages resulting from multiplication of compensatory damages;
- (e) The **Policy** does not cover any liability directly or indirectly caused by **Pollution** or the cost of removing, nullifying or cleaning up **Pollutants**;
- (f) The **Limit of Liability** stated in **Declarations** shall apply including Supplementary Payments (as stipulated under Section 1 Part II and Section 2 Part II).

GENERAL DEFINITIONS

The following words will have the same meaning attached each time they appear in this **Policy** in bold type face whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will include the feminine and the neuter and vice versa. References to 'a person' will be construed so as to include any individual, insurer, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements.

(1) **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about the **Insured Project** for the purpose of attracting customers or support. For the purposes of this definition:

- (a) notices that are published include material placed on the Internet or on similar electronic means of communication; and
- (b) regarding websites, only that part of a website that is about the **Insured Project** for the purposes of attracting customers or supporters is considered an Advertisement.

(2) **"Advertising Injury"** means injury, including consequential **Bodily Injury**, arising out of one or more of the following offences:

- (a) libel, slander or defamation
- (b) any infringement of copyright or of title or of slogan
- (c) piracy or unfair competition or idea misappropriation under an implied contract
- (d) any invasion of right of privacy

committed or alleged to have been committed in any **Advertisement** in connection with the **Business**.

(3) **"Automobile"** means any self-propelled land motor vehicle, trailers or semi-trailers while attached thereto or unattached (including its equipment mounted on or attached thereto) other than any of the following or their trailers, accessories and equipment:

- (a) vehicles of the crawler type (other than motorized snow vehicles);
- (b) tractors (other than road transport tractors designed to haul trailers or semi-trailers), road rollers, graders, scrapers, bulldozers, paving machines or concrete mixers (other than concrete mixers of the mix-in transit type);
- (c) other construction machinery or equipment mounted on wheels but not self-propelled and not attached to any self-propelled land motor vehicle;
- (d) self-propelled land motor vehicles used solely at the site of the **Insured Project**;

- (e) Machinery or equipment mounted on or attached to an Automobile when such machinery or equipment is at the site of the **Insured Project** and provided that the use or operation of such machinery or equipment is not insured or required to be insured elsewhere at the time, including, but not limited to, any motor vehicle liability policy.
- (3) **"Bodily Injury"** means bodily injury, sickness, disease, mental anguish, mental suffering or shock sustained by any person including death, the need for care or loss of services at any time resulting therefrom.
- (4) **"Business"** shall mean the activities of the **Insured** as stated in the **Declarations** and including:
 - (a) ownership, repair, maintenance and decoration of the **Insured's** own property and premises occupied by the Insured;
 - (b) provision and management of canteen, social sports, education and welfare organisations for the benefit of any **Employee** and first aid, fire, security and ambulance services;
 - (c) provision of nursery, creche or child care facilities where incidental to the business;
 - (d) the organisation of charitable events or similar fund raising activities;
 - (e) participation in exhibitions, trade fair and conferences;
 - (f) private work undertaken by any **Employee** for any director, partner or **Employee** of the **Insured** with the prior consent of the **Insured**;
 - (g) sponsorship of events, organisations, entities and individuals;
 - (h) employment of subcontractors for performance of work on behalf of the **Insured**.
- (5) **"Childbirth"** shall mean the act of birth involving all four stages from onset of labour up to and including 24 hours post delivery of baby.
- (6) **"Circumstance"** means any incident, occurrence, dispute, complaint, fact, matter, act or omission that it is likely to give rise to a **Claim**, including an intention or belief of a request for compensation.
- (7) **"Claim"** shall mean a written demand made against the **Insured** for money or services in respect of **Bodily Injury** or **Property Damage**.
- (8) **"Claim Jurisdiction"** shall mean the jurisdiction stipulated in the Declarations under which a claim by a third party must be brought for indemnity to be granted by the **Insurer**.
- (9) **"Clinical Trial"** means an investigation (including any healthy volunteer study) in human subjects intended to discover or verify the clinical, pharmacological and / or other pharmacodynamic effects of an **Investigational Product** and / or to identify any adverse

reactions to an **Investigational Product** and / or to study absorption, distribution, metabolism and excretion of an **Investigational Product**.

- (10) **"Combined Single Limit"** shall mean the amount stipulated in the **Declarations** which denotes the maximum the **Insurer** will pay by this **Policy** in the event that two sections, to which the combined single limit applies, provide coverage for an insured event.

- (11) **"Completed Operations Hazard"** means

liability arising out of operations, but only if **Personal Injury** or **Property Damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Insured**. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the **Insured** have been completed;
- (b) when all operations to be performed by or on behalf of the **Insured** at the site of the operations have been completed;
- (c) when the portion of the work out of which the **Personal Injury** or **Property Damage** arises has been put to its intended use by any persons or organisations other than another contractor or sub-contractor engaged in performing operations for the **Insured** as a part of the same project.

Operations which may require further service or maintenance work or correction, repair or replacement because of any defect or deficiency but which are otherwise complete, shall be deemed completed.

The Completed Operations Hazard shall not include:

- (a) Operations in connection with the pick up and delivery of property;
- (b) The existence of tools, uninstalled equipment or abandoned or unused materials.

- (12) **"Data"** means representations of information or concepts, in any form.

- (13) **"Declarations"** means the document titled **Declarations** that includes the name and address of the **Insured**, the premium and other variables to this standard policy (including endorsement clauses) and is incorporated in this **Policy** and accepted by the **Insured**. **Declarations** may be re-issued from time to time where each successor overrides the earlier document.

- (14) **"Deductible"** shall mean the first amount payable by the **Insured** in respect of each and every **Occurrence** or **Claim** as ascertained after the application of all other terms and conditions of this **Policy**. The **Deductible** will be applied to costs applicable under Part II Supplementary Insuring Agreements.

- (15) **"Employee"** shall mean

any person under a contract of employment or service or apprenticeship with the **Insured** while working under the control of the **Insured** on behalf of the **Insured**.

- (16) **"Employee Benefits Errors and Omissions Liability"** means all sums which the **Insured** shall become legally obligated to pay on account of any claim made against the **Insured** by any employee, former employee or beneficiary or legal representative thereof and caused by any negligent act, error or omission of the **Insured**, or any other person for whose acts the **Insured** is legally liable, in the administration of the **Insured's** Employee Benefits Programs as defined herein. Such claim does not have to occur during the **Period of Insurance** but has to be made against the **Insured** during the **Period of Insurance**.

The term "Employee Benefits Programs" shall mean Group Life Insurance, Group Accident or Health Insurance, Profit Sharing Plans, Pension Plans, Stock Option Plans, Employee Stock Subscription Plans, Workers' Compensation, Unemployment Insurance, Social Security and Disability Benefit and other similar programs.

The unqualified word "Administration" wherever used shall mean:

- (a) giving counsel to employees with respect to the Employee Benefit Programs;
 - (b) interpreting the Employee Benefit Programs;
 - (c) handling of records in connection with the employee Benefits Programs;
 - (d) effecting enrolment, termination or cancellation of any employee under the Employee Benefit Programs, provided all such acts are authorised by the **Insured**.
- (17) **"First Aid Liability"** shall mean **Bodily Injury**, or **Personal Injury** occurring during the **Period of Insurance** and arising out of:
- (a) the rendering of or failure to render emergency medical, or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (b) the furnishing or dispensing of drugs or medical supplies or appliances, at the premises and/or in connection with the operations of the **Insured**, but only in emergency situations.
- (18) **"Forest Fire Fighting Expense"** means all sums which the **Insured** shall become obligated to pay be reason of liability imposed upon the **Insured** under Law or Statute pursuant to the relevant provisions of the Forest and Prairie Protection Act of the Provinces of Canada but only in respect of the costs to others of controlling and/or extinguishing forest or prairie fires.
- (19) **"Fissionable Substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
- (20) **"Fungus/Fungi"** means any plants or organisms belonging to the major group fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.
- (21) **"Insured"** means not only the **Insured** as identified in the **Declarations** but also:

- (a) any Partner, Executive Officer, Director, Stockholder or Employee while acting on behalf of the **Insured**, any Employee authorised to act in the administration of the **Insured's** Benefits Programs;
- (b) any Person, Partnership, Firm, Corporation or Government entity in whose name the **Insured** has by agreement contracted to effect insurance provided that coverages of such Additional **Insureds** is restricted to apply solely to liability arising out of the **Insured's** obligations under such agreement. For the avoidance of doubt this does not include **Registered Medical Practitioners** (defined in Section 1 Specific Condition 1) who are not **Employees** of the Insured;
- (c) any of the **Insured's** social and recreation clubs for the employees of the **Insured** including any elected officer or member of such clubs while acting on behalf of the **Insured** or while acting on behalf of such social and recreation clubs;
- (d) participants of any Partnership or Joint Venture Agreement, but only where liability is assumed by the **Insured** under contract or agreement;
- (e) any volunteer in respect of any activities sponsored or arranged by and at the direction of or with the approval of the **Insured**;
- (f) any organisation newly acquired or formed, other than a partnership or joint venture, and over which ownership or majority interest is maintained.

(22) **"Insured Contract"** means

- (a) a sidetrack agreement;
- (b) any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (c) an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (d) an elevator maintenance agreement;
- (e) that part of any other contract or agreement pertaining the **Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Insured** assumes the "tort liability" of another party to pay for **Personal Injury** or **Property Damage** to a third person or organisation. "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph (e) does not include that part of any contract or agreement which indemnifies a railroad for **Personal Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

(23) **"Insurer"** means the party specified as Security in the **Declarations** and any other subscribing insurers.

- (24) **"Limit of Liability"** shall mean the amount stipulated in the **Declarations** which is the maximum amount of the **Insurer's** liability under this **Policy**.
- (25) **"Loss of Documents"** shall mean
- a. the unintentional destruction, damage, or loss of any record arising from the **Insured's** business (whether kept in paper, magnetic or electronic form, but excluding any records which have been received by e-mail unless they have been downloaded to the **Insured's** own files) belonging to the **Insured** or for which the **Insured** is legally responsible (but always excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities and the like) whilst in the custody of the **Insured**, in the ordinary course of the **Insured's Business**. However, the **Insured** will not be indemnified in relation to any such record kept in magnetic or electronic form unless such record is duplicated and the duplicate is stored at a separate address as a back-up.
 - b. Notwithstanding 16. a. no liability is provided by this **Policy** for any cyber liability.
- (26) **"Malpractice"** means any negligent act, negligent error, or negligent omission committed by the **Insured** arising out of the rendering of, or failure to render medical services in the conduct of the **Insured's Business**.
- (27) **"Medical Payment"** means all reasonable medical expense consequent upon **Personal Injury** incurred within one year from the date of an **Occurrence** which resulted in said **Personal Injury**, provided such **Personal Injury** arises out of
- (a) a condition at any premises rented or leased to the **Insured** in connection with the **Insured** or
 - (b) operations in connection with the **Insured**.
- (28) **"Mold(s)"** means, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produced moulds.
- (29) **"Nuclear Energy Hazard"** means the radioactive, toxic, explosive or other hazardous properties of radioactive material.
- (30) **"Nuclear Facility"** means:
- a) any apparatus designed or used to sustain nuclear fission, in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - b) any equipment or device designed or used for
 - (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them

- (ii) processing or utilizing spent fuel, or
- (iii) handling, processing or packaging waste
- c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

- (31) **"Nuisance"** shall mean nuisance, trespass or interference with any easement, right of air, light, water or way.
- (32) **"Obstetric and Maternity Services"** shall mean medical services involving the care of women, child or foetus during pregnancy (including but not limited to any prenatal scanning, diagnosis, mis-diagnosis, failure to diagnose, or treatment), **Childbirth**, and the postnatal period following delivery as well as services relating to miscarriage and therapeutic abortions.
- (33) **"Occurrence"** means an event, including continuous or repeated exposures to substantially the same general conditions, which result in **Bodily Injury, Personal Injury, Advertising Injury** and/or **Property Damage** neither expected nor intended from the standpoint of the Insured. All events of a series consequent upon or attributable to one source or original cause shall be deemed one **Occurrence**.
- (34) **"Period of Insurance"** means the period shown as such in the **Declarations**.
- (35) **"Personal Injury"** means injury other than **Bodily Injury** sustained by any person or organization arising out of an **Occurrence** (as defined herein) during the **Period of Insurance** in connection one or more of the following offences:
 - (a) false arrest, detention or imprisonment or malicious prosecution;
 - (b) the publication or utterance of libel or slander or of other defamatory or disparaging material or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of, or related to, advertising, broadcasting, or telecasting activities conducted by or on behalf of the **Insured**;
 - (c) wrongful entry or eviction; or other invasion of the right of private occupancy;
 - (d) humiliation or discrimination, except in such jurisdictions whereby legislation, court decisions, or administrative ruling such insurance is prohibited or held to violate the law or public policy.

- (36) **"Policy"** means this document, the **Declarations** (including any **Declarations** issued in substitution), the **Proposal** and any endorsements attaching to this document or the **Declarations** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.
- (37) **"Policy Territory"** shall mean the territory stipulated in the **Declarations** in which an **Occurrence** must take place for indemnity to be granted by the **Insurer**.
- (38) **"Pollution"** means the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time.
- (39) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and **Waste**.
- (40) **"Product"** or **"Insured's Product(s)"** means:
- (a) any goods or products after it has left the custody or control of the **Insured** which have been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**, including all containers, packaging, warnings, instructions and other literature furnished in connection with such goods or products, but shall not mean food and drink supplied by or on behalf of the **Insured** primarily to the **Insured's Employees** as a staff benefit ("Food and Drink")
 - (b) licenses, research results and formulae granted to others whether for a fee or not by the **Insured** or on behalf of the **Insured** with the **Insured's** consent.
- (41) **"Professional Services"** means:
- (a) advice, design, consultancy, supervision, inspection, testing, research, training, research training, investigation, monitoring, planning, computer programming and/or electronic data processing services and also the preparation, approval or interpretation of maps, plans, opinions, reports, valuations, surveys, designs, specifications, measurements, readings, drawings, feasibility studies, data and/or formulae;
 - (b) professional activities being those activities undertaken by persons qualified or those activities which would normally be undertaken by persons qualified in law, medicine, accountancy, architecture, engineering, surveying, supervision of construction, project management, shipping and forwarding, insurance, environmental assessment or geology
- other than **Malpractice** covered under **Section 1** of this **Policy**.
- (42) **"Proposal"** means any information as identified on the **Declarations** supplied by or on behalf of the **Insured**, deemed to be a completed proposal form, application form, submission and medical questionnaire and other relevant or supplementary information that the **Insurer** may have received or require.

- (43) **"Property Damage"** means:
- (a) physical injury to or destruction of tangible property including the loss of use thereof resulting therefrom caused by an **Occurrence** during the **Period of Insurance**;
 - (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the **Period of Insurance**.
- (44) **"Radioactive Material"** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
- (45) **"Spore(s)"** means any dormant or reproductive body produced by or arising or emanating out of any **Fungus/Fungi**, mold(s), mildew, plants, organisms or micro organisms.
- (46) **"Tenants Legal Liability"** means liability for **Property Damage** to premises including building and fixtures permanently attached thereto, which are rented or leased specifically and exclusively for occupation
- a) in connection with the **Insured Project** (with respect to Section 1 of this **Policy**); and
 - b) in connection with the activities of the **Insured** (with respect to Section 2 of this **Policy**)
- (47) **"Territorial Limits"** means such countries as stated in the **Declarations** where the **Occurrence** must happen for indemnity to apply under this **Policy**.
- (48) **"Terrorism"** means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government (de jure or de facto) and/or to put the public in fear for such purposes.
- (49) **"War"** means a state of armed conflict between different countries or different groups within a country including but not limited to invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **Terrorism**.
- (50) **"Waste"** means materials to be recycled, reconditioned or reclaimed.

CYBER and DATA LIMITED EXCLUSION ENDORSEMENT

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident or a Cyber Act)

(for attachment to International Liability forms)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
 - 1.2 loss, damage, liability, claim, cost, fines or penalties or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
- 4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- 5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
 - 5.2 any ensuing physical damage to or destruction of third party property

resulting from or arising out of a **Cyber Incident** or a **Cyber Act**. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

Definitions

- 6 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and

including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

- 7 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 8 **Cyber Incident** means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 9 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5470
4 November 2020

Endorsement 1

The following is added to Section 1 specific extensions:

Abuse

Notwithstanding general exclusion 50, the **Insurer** agrees to cover the **Insured** for defence costs and expenses, but excluding salaries or loss of income, incurred by the **Insured** in defending **claims** made against the **Insured** for allegations of **abuse** arising from **practice of the profession** of the **Insured** or **malpractice** and where notice of such **claim** is first received by the **insured** during the **policy period**. The limit of indemnity for **abuse** is stated in the **Schedule**

The **insurer** shall not be required to indemnify the **insured** where the **insured** has perpetrated any act of **abuse** or where the **insured** has by any act or omission condoned or had knowledge of such act.

Breach of confidentiality

The **insurer** will cover the **insured** in respect of the **insured's** liability for any **claim** first made against **the insured** during the **policy period** for compensation arising from any unintentional breach of confidentiality including loss of documents or unintended disclosure of case files or patient files arising as a result of the **insured's business**, subject to the Cyber exclusion LMA 5470A.

The most **the insurer** will pay **the insured** under this section is stated in the **schedule**, however, this extension does not apply to any costs or expenses **the insured** incurs in replacing, reinstating, rectifying or erasing any personal data.

Coroners inquests

The **insurer** agrees to provide costs **the insured** incurs arising out of the representation at any Coroner's enquiry following the death of any patient of the **insured** and which **the insured** is legally required to attend arising out of the **insured's business** during the **policy period**.

The most **the insurer** will pay **the insured** under this section is stated in the **schedule**

Court attendance costs

The insurer agrees to cover all reasonable expenses incurred by **the insured** at the **insurer's** request to assist **the insured** in the investigation or defence of a **claim** or action, including actual loss of earnings up to \$1,000 per day to a maximum of \$100,000 per **policy period** as a result of time away from work. This includes court attendance costs **the insured** incurs when **the insured** is legally compelled to attend as a witness in a **claim** covered by this policy during the **policy period**.

Criminal defence costs cover

The insurer agrees to reimburse the **insured's** defence costs and expenses incurred with the **insurer's** prior written consent in defending criminal actions, suits or proceedings commenced against **the insured** during the **policy period** and notified to the **insurer** in writing, for penal offences in respect of charges, arising out of **practice of the insured's profession**. Such defence costs and expenses to be reimbursed following final, non-appealable decision or judgement. **The insurer** shall do so provided that **the insured** is not found guilty of any such charges by a Canadian Court. The most **the insurer** will pay **the insured** under this section is stated in the **schedule**.

Defamation

The insurer will cover **the insured** in respect of the **insured's** liability for any **claim** for compensation arising from unintentional defamation, libel or slander or for copyright or intellectual property infringement but only with respect to written papers, journals or articles relating to the practice of pharmacy or the delivery of seminars, training or speaking engagements relating to the practice of the **insured's business** and rendered by the **insured** but this cover shall apply only where, upon the insurer's reasonable request, **the insured** issues an apology or expression of regret. **The insurer** will not indemnify **the insured** in respect of any **claim** for defamation, libel or slander should **the insured** refuse such request by the **insurer**.

The most **the insurer** will pay **the insured** under this section is stated in the **schedule**.

Disciplinary review or proceedings

The insurer will cover **the insured** in respect of the **insured's** defence costs and expenses incurred with the **insurer's** prior written consent for disciplinary proceedings against **the insured** that are instituted and conducted before a legally constituted tribunal, board, board of inquiry, board of review, commission, committee or commissioner, including but not limited to a provincial regulatory body and human rights tribunal, which arise out of the **practice of the insured's profession**. The most **the insurer** will pay **the insured** under this section is stated in the **schedule**.

Punitive or exemplary damages

Notwithstanding the Fines and Penalties exclusion, **the insurer** agrees to indemnify **the insured** in respect of any **claim** made against **the insured** during the **policy period** for punitive or exemplary damages or for damages that are a multiple of compensatory damages which arise out of the **practice of the insured's profession**, provided always that any such **claim** made against **the insured** is in conjunction with a **claim** for compensatory damages.

The most **the insurer** will pay **the insured** under this section is the limit shown in the **schedule** and as the **limit of liability** and is applicable to any one **policy period**, however no indemnity shall be provided where such damages are deemed to be uninsurable as a matter of law in the jurisdiction in which such damages are awarded.

ENDORSEMENT 2

SEXUAL ABUSE THERAPY & COUNSELLING FUND

The following is added to Section 1 specific extensions:

Therapy and Counselling Expenses Coverage is added as follows:

1. The **insurer** agrees to pay **sexual abuse therapy and counselling expenses** incurred by a patient who has been sexually abused by the **insured** in the course of **practice of the Insured's profession** and who has gained **eligibility** for the funding provided under Section 85.7 of the Regulated Health Professions Act., 1991 in Ontario or similar provisions contained in provincial Acts or Regulations applicable to the **practice of the insured's profession** in Provinces or Territories other than Ontario including amendments thereto, provided however, that coverage provided herein shall apply only to **claims** which are first made during the **policy period**.

2. Amended Definitions

a) **Sums** shall mean the funding or professional fees paid to therapists or counsellors, as described and restricted by the provisions of Section 85.7 of the Regulated Health Professions Act., 1991 in Ontario or similar provisions contained in provincial Acts or Regulations applicable to the **business** of the **insured** in Provinces or Territories other than Ontario including amendments thereto.

b) **Rehabilitation** shall mean the therapy and/or counselling of a patient who has suffered **sexual abuse** at the hands of the **Insured**.

c) **Sexual abuse** shall mean, as defined in Subsection 1(3) of the Health Professions Procedural Code (Schedule 2 of the Act) in Ontario or similar provisions contained in provincial Acts or Regulations applicable to the practice of the **insured** in Provinces or Territories other than Ontario, and any amendments thereto including:

1. Sexual intercourse and other forms of physical sexual relations between the **insured** and the patient;
2. Touching, of a sexual nature, of the patient by the **insured**; or
3. Behaviour or remarks of a sexual nature by the **insured** towards the patient.

However, for the purposes of this Endorsement, sexual nature does not include touching, behaviour or remarks of a clinical nature appropriate to the **business** services rendered to the patient.

d) **Eligibility** shall mean access to the funding provided under Section 85.7 of the Regulated Health Professions Act., 1991 in Ontario or similar provisions contained in provincial Acts or Regulations applicable to the practice of the **insured** in Provinces or Territories other than Ontario, including amendments thereto, as determined by the Ontario College of Pharmacists or other provincial regulatory organization responsible for regulating the practice Pharmacy in Canada.

3. Additional Exclusions

No funding shall be provided by this endorsement arising from:

- a) any **claim**, complaint, or proceeding relating to **sexual abuse**, as defined above, unless:
 1. the **insured's** liability has been determined;
 2. the patient's funding **eligibility** has been established.

3. damages, fines, penalties, or legal costs levied against the **insured**, except amounts included within the definition of **sums** in clause 2(b) above.

4. disputes with respect to this Endorsement, including questions as to whether costs of amounts billed by therapists and/or counsellors are payable under this Endorsement.

b) any complaint or investigation of alleged **sexual abuse** which was instituted against the **insured** prior to the inception of this Endorsement, or from any complaint or allegation of **sexual abuse** known to the **insured** prior to the inception of this Endorsement and which the **insured** could reasonably have expected might result in an investigation being instituted.

c) any complaint or investigation of alleged **sexual abuse** which is instituted by the **insured** against another **member** insured by the **insurer**, or any complaint or investigation instituted by a provincial regulatory board against the **insured** under this policy; however, this exclusion will not apply to any such complaint or investigation which relates to **sexual abuse**, occurring in the course of a therapist-patient relationship between two **members** insured by the **insurer**.

4. Limits of Insurance

The **Insurer** will pay on behalf of the **insured** the professional fees of the therapist or counsellor chosen by a sexually abused patient who has been given funding eligibility under this Endorsement.

The most the **insurer** will pay the **insured** under this section is the limit shown in the **Schedule**.

This limit shall be reduced by the amount that the Ontario Health Insurance Plan or other similar health insurance plans in Provinces or Territories other than Ontario or another private Insurer is required to pay for the therapy or counselling of the patient during the **eligibility** for funding.

5. Notice under this Endorsement

It is a condition precedent to the funding provided under this Endorsement that written notice shall be forwarded by the **Insured** to International Program Group as per the claim notification in the **Schedule**, within ninety (90) days following receipt of official notice, that any investigative proceeding relating to the funding provided by this Endorsement shall take place. This written notice shall include such proof and other information as may be required by the **insurer** in support of the request for funding hereunder.

Failure by the **insured** to comply with this condition in respect of any one complaint or investigation relating to the provisions of this Endorsement shall not invalidate the **insured's** right to funding in respect of any other complaint or investigation relating to the provisions of this Endorsement. Except as otherwise provided in this Endorsement all terms and conditions of this policy shall remain unchanged.

For the purposes of this Endorsement 2 the following definitions shall apply:

Abuse shall mean:

Any direct or indirect act or failure to act that intentionally harms or injures a third party. For the purposes of this policy, **abuse** shall include any form of physical, sexual and psychological harm or **bodily injury** arising in the course of the **insured's business**.

Claim shall mean:

Any:

- a. written or verbal notice of demand for **compensation** made by a third party against the **insured**; or

b. writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third or similar party notice served upon the **insured** arising out of any actual or alleged breach of the **insured's business**.

Compensation shall mean:

All sums which the **insured** has a legal liability to pay as compensation, including the claimant's costs and expenses.

Domestic Partner shall mean:

Any person with whom the **insured** are co-habiting as a couple at the time of the **claim** and have been for a minimum period of 12 months, and with whom the **insured** shares financial responsibility.

A domestic partner cannot be a blood relation to the **insured**.

Practice of your profession shall mean:

Any role, whether remunerated or not, where the **insured** uses skills and knowledge to:

- (a) provide direct clinical care to a patient;
- (b) conduct a medical examination, provide a medical report or medical opinion at the request of a third party, or
- (c) provide education or conduct research, give a presentation or address, publish an article in a newspaper, newsletter or journal to the extent that it provides healthcare information or healthcare advice,
- (d) act in an administrative capacity in connection with the **business**.

Endorsement 3

The following is added to Section 1 specific extensions:

Extended reporting period

If **the insured** shall cancel or refuse to renew the **insured's** insurance and provided that the premium has been fully paid by the **insured**, **the insured** shall have the right to an extension of the coverage granted by this policy in respect of **claim(s)** or disciplinary review or proceedings first made against **the insured** during the seven (7) years after the termination of the **insured's** insurance, but only with respect to any **Occurrence** or act error or omission in the **practice of the insured's profession by the insured** after the retroactive date, if specified, and prior to such termination date (being the final date of **your policy period**).

Such seven (7) year period is hereinafter referred to as the Extended Reporting Period. This Extended Reporting Period does not apply to **claims** that are covered under any subsequent insurance purchased by the **insured**, or that would be covered but for exhaustion of the **limit of liability** applicable to such **claims**. There shall be no additional premium payable in respect of the Extended Reporting Period.

The Extended Reporting Period will be part of **your** immediately preceding **policy period** and a single aggregate **limit of liability** will apply to such **policy period**, including the Extended Reporting Period.

The Extended Reporting Period, once effected, is not cancellable by the **insured**. An Extended Reporting Period does not reinstate or increase the **limit of liability** or extend **the insured's policy period**.

General provisions in respect of Extended Reporting Period

An Extended Reporting Period only operates with respect to any **Occurrence** or act error or omission in the **practice of the insured's profession by the insured** after the retroactive date, if specified, and prior to the termination date (being the final date of **your policy period**). **Claims** that are first made and reported to the **insurer** during an Extended Reporting Period will be deemed to have been made on the last day of **the insured's policy period**.

The insurance afforded for **claims** first received during any Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the expiry of **the insured's policy period**.

For the purposes of this Endorsement 2 the following definitions shall apply:

Practice of your profession shall mean:

Any role, whether remunerated or not, where the **insured** uses skills and knowledge to:

- (a) provide direct clinical care to a patient;
- (b) conduct a medical examination, provide a medical report or medical opinion at the request of a third party, or
- (c) provide education or conduct research, give a presentation or address, publish an article in a newspaper, newsletter or journal to the extent that it provides healthcare information or healthcare advice,

(d) act in an administrative capacity in connection with the **business**.

Endorsement 4

The following is added to General extensions:

Out of country cover

Notwithstanding the **jurisdiction** shown on the **schedule**, **the insurer** agrees to extend cover when **the insured** performs its **business** outside of the **territorial limits** on a temporary basis up to a maximum of 90 days in any one **policy period**, however, there shall be cover only in respect of legal proceedings or investigations brought within Canada.

Spousal and Domestic Partner Liability

The insurer will cover **the insured** against all sums **the insured** shall become legally liable to pay as **compensation** for any **claim** made against the **insured's** lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction) or **domestic partner** arising solely out of his or her status as the **insured's** spouse or **domestic partner**, including a **claim** that seeks damages recoverable from marital community property, property jointly held by **the insured** and the spouse or **domestic partner**, or property transferred from **the insured** to the spouse or **domestic partner**: provided, however, that this extension shall not afford coverage for any **claim** for any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of trust or breach of duty of the spouse or **domestic partner**, but shall apply only to **claims** arising out of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of trust or breach of duty committed by the **insured** in the course of the **insured's business**.

Student cover

The insurer will cover **the insured** for any **claim** made against **the insured** during the **policy period**, arising from the **practice of the insured's profession** or **malpractice** performed by any pharmacy student but only where they were performing such **business** on the **insured's** behalf and under the **insured's** full supervision.

For the purposes of this Endorsement 4 the following definitions shall apply:

Practice of your profession shall mean:

Any role, whether remunerated or not, where the **insured** uses skills and knowledge to:

- (a) provide direct clinical care to a patient;
- (b) conduct a medical examination, provide a medical report or medical opinion at the request of a third party, or
- (c) provide education or conduct research, give a presentation or address, publish an article in a newspaper, newsletter or journal to the extent that it provides healthcare information or healthcare advice,
- (d) act in an administrative capacity in connection with the **business**.

Endorsement 5

COVID-19 / CORONAVIRUS CONDITION

It is hereby declared and agreed that it is a condition under this **Policy** that the:

- a) World Health Organization Guidelines / Advice / Regulations; and
- b) Insured's respective and applicable National and Provincial / Territorial Health Authority Guidelines / Advice / Regulations; and
- c) Insured's internal guidelines, policies and procedures;

are fully adhered to by the Insured (including sub-contractors, agency persons, and those acting at the direction of and/or on behalf of the Insured or whom constitute an Insured under this **Policy**) with respect to the control, restriction, isolation, treatment, assessment, management, prevention of:

- i) Coronavirus disease (COVID-19);
- ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- iii) any mutation or variation of SARS-CoV-2;

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

Endorsement 6

The **Insurer** shall not settle any **claims** without the **Insured's** consent. If, however, the **Insured** does not consent to any settlement recommended by the **Insurer** and shall elect to contest the **claims** or continue any legal proceedings in connection with such **claims**, then our liability for the **claims** shall not exceed the amount for which the **claims** could have been so settled with the **Insurer's** consent up to the date of such refusal.

Appeals

How to appeal

If the **Insured** is dissatisfied with any decision made in a **claim**, complaint or matter against the **Insured** by a court or other decision making body and wish to appeal against that decision, the **Insured** must seek the **Insurer's** consent to the appeal within seven (7) business days after the date of the decision, or such shorter period as may be reasonable having regard to the time limit for an appeal.

The application must be in writing and must fully set out the reasons for bringing an appeal. The **Insurer** will inform the **Insured** in writing if we consent to the appeal. If the **Insurer** does not consent to the bringing of an appeal, the **Insured** may conduct the appeal at their own expense.

If the **Insurer** wishes to appeal against any decision made in a **claim**, complaint or matter against the **Insured** by a court or other decision making body, the **Insured** must reasonably cooperate with the **Insurer** in the bringing of such an appeal.

Appeals without **Insurer's** consent

If the **Insured** appeals a decision in a **claim**, complaint or matter without the **Insured's** consent:

a) after the **Insurer** cease paying the defence costs and expenses, the **Insurer** will only pay the **Insured** thereafter for defence costs and expenses that the **Insured** has incurred if the **Insured** is successful in the appeal, and;

if the appeal is successful and the **Insured** is entitled to a refund of any money that the **Insurer** paid to the claimant, then the **Insurer** is entitled to recover that amount after deduction of the costs the **Insured** has incurred.

Endorsement 8

Regulatory Notifications

Where notification is required by the provincial regulatory college with specific reference to insurance coverage and it is incumbent on the **Insurer** to make such notification, the **Insurer** will notify the college if the policy is cancelled, expires or ceases to meet the requirements of the regulations. The policy continues in force in conformity with the regulations until such notice is received by the college.

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

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

Tel: 1-877-455-6937

E-mail: info@lloyds.ca

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

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

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

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

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

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

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

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

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

www.fcac-acfc.gc.ca

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SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

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

LMA5028B

15 April 2022

MASTER/GROUP POLICY GENERAL TERMS AND CONDITIONS

The Master/Group Policyholder ("Master Policyholder") shall comply with the terms and conditions below.

The Underwriters recognise that the Master Policyholder may appoint an Administrator to administer certain functions of the Master/Group Policy ("Master Policy"). Notwithstanding the above, it remains the Master Policyholder's responsibility to ensure compliance with the terms and conditions set out below.

RETENTION AND PROVISION OF RECORDS

- 1.1 The Master Policyholder shall establish and maintain complete records relating to all Covered Parties in connection with the Master Policy, including copies of all evidences of insurance, and retain such records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law and the Master Policyholder shall provide to the Underwriters upon request copies of such records or documentation, or any other information as the Underwriters may reasonably require from time to time, relating to the Covered Parties.

SECURITY OF DOCUMENTS

- 2.1 All documents evidencing cover and any electronic method of storing and/or producing documentation shall be kept secure at all times. If requested by the Underwriters, the Master Policyholder shall promptly return, delete or destroy all unused documents, including electronic documents, relating to the Master Policy and ensure that any issuance or production of such documents by the Master Policyholder thereafter ceases.

CLAIMS, COMPLAINTS OR PROCEEDINGS

- 3.1 If the Master Policyholder is made aware by a Covered Party of a claim or complaint that the Covered Party wishes to make under the Master Policy, the Master Policyholder shall promptly inform the Covered Party of the arrangements established by the Underwriters for the making of claims or complaints (as applicable) and shall promptly notify to the Underwriters full details of the claim or complaint (as applicable);
- 3.2 Where the Master Policyholder is aware of any legal or regulatory proceedings or actions commenced against Lloyd's, the Underwriters, the Master Policyholder, arising out of the operation of or in connection with the Master Policy, the Master Policyholder shall promptly provide the Underwriters with full details of the same.

COMPLIANCE WITH THE LAW AND FINANCIAL CRIME

- 4.1 Without prejudice to any of the rights or obligations otherwise specified in the Master Policy, the Master Policyholder shall comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the Covered Parties, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Master Policy comply with such laws where applicable;
- 4.2 The Master Policyholder shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

DATA PROTECTION

5.1 The Master Policyholder shall comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" shall include all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;

5.2 For the purposes of this Section 5:

"data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

"data processor" means the person who processes personal data on behalf of the data controller;

"data subject" means the identified or identifiable natural person to whom the personal data relates;

"personal data" means any information relating to the data subject;

"processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

COMMUNICATION WITH COVERED PARTIES

6.1 The Master Policyholder shall inform the Covered Parties of any changes to the Master Policy, which are relevant to the coverage provided to the Covered Parties, including cancellation or non-renewal of the Master Policy.

AUTOMATIC OR TACIT RENEWAL OF INSURANCES BOUND

7.1 The Master Policyholder must not take any steps which have the effect of committing the Underwriters to automatic or tacit renewal of any benefit provided to Covered Parties under the Master Policy unless otherwise agreed in writing in advance by the Underwriters.

PROMOTIONAL AND MARKETING MATERIAL

8.1 The Master Policyholder must agree with the Underwriters any specific marketing or promotional material to be used in relation to the Master Policy, including on any internet website, portal or similar online system.

LICENSING

9.1 The Master Policyholder shall ensure that it, and the appointed Administrator, maintain all necessary licences, authorisations, registrations and qualifications to perform its duties under the Master Policy.

LMA5239
19 October 2015

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180
01 November 2011