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 Sault Ste. Marie, ON P6A 2B3  
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Thessalon Office  
 201A Main St., P.O. Box 550  
 Thessalon, ON P0R 1L0  
 Tel: (705) 842-3240

<b>Account</b>	027864
<b>Policy</b>	CP80727B
<b>Invoice</b>	0875802
<b>Date</b>	2018/03/22
<b>Page</b>	1

**Algoma Nurse Practitioner LED**  
**443 Northern Avenue**  
**Sault Ste Marie, ON P6A 5L3**

<b>Account Executive</b>
Ryan Bentley CAIB CIP CRM

<b>Account Representative</b>
Tracey Paolucci CAIB

# Invoice

Algoma Nurse Practitioner LED Clinic

<b>Insured's Name</b>	<b>Policy Number</b>	<b>Policy Period</b>
Algoma Nurse Practitioner LED Clinic	CP80727B	2018/03/31 - 2019/03/31

Transaction Type	Effective	Company	Description	Amount
Renew policy	2018/03/31	Frank Cowan Company L...	Errors & Omissions	644.00
Renew policy	2018/03/31		Provincial Tax, ON	51.52

Account Balance : \$12,511.48

Errors & Omissions \neo

E-TRANSFER PAYMENTS ARE NOW AVAILABLE! (for Canadian institutions only)

**PLEASE MAKE YOUR CHEQUES PAYABLE TO ALGOMA INSURANCE BROKERS LIMITED**

YOUR PREMIUM IS DUE ON THE EFFECTIVE DATE OF POLICY.  
 ALL BALANCE OUTSTANDING FOR 30 DAYS OR MORE SHALL CARRY A SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM).

<b>Invoice Total</b>
695.52

**Thank You**

<b>Invoice Number</b>	<b>Date</b>
0875802	2018/03/22

## ERRORS AND OMISSIONS LIABILITY POLICY

**This is a CLAIMS MADE policy and is limited to claims first made against the Insured during the policy period.**

Replacing Policy No. RENEWAL

Policy No. CP80727B

### DECLARATIONS

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms, Riders and Endorsements of this Policy.

Broker ALGOMA INSURANCE BROKERS LIMITED Address SAULT STE MARIE, ON

Item 1. Name and Address of Insured  
ALGOMA NURSE PRACTITIONER - LED CLINIC  
443 NORTHERN AVENUE  
SAULT STE MARIE, ON P6A 5L3

Item 2. Policy Period: From MARCH 31, 2018 To MARCH 31, 2019  
at 12:01 a.m. Standard Time at the address of the Insured

Item 3. The Insured's operations are  
MEDICAL CLINIC

Item 4. Limit of Insurance \$ 10,000,000

Item 5. Retro Date October 28, 2010

Item 6. Deductible and Reimbursement \$ 2,500

Item 7. The premium for this policy is \$ 644

Item 8. The minimum retained premium for this policy is \$ 97

**The policy contains a clause that may limit the amount payable.**

**FORMS ATTACHED TO AND FORMING PART OF POLICY No. CP80727B**

<b>NAME</b>	<b>FORM No.</b>
Errors and Omissions Liability (Professional Services)	CWGX3398-0716
Deductible Endorsement	CNGX3423-0113
Lloyd's Additional Conditions	GNGX408-0117

## THE INSURERS

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted therefor or added thereto by endorsement, the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly agree, each for the proportion set against its name in the List of Subscribing Companies, that if the insurance described in The Schedule of Coverages of this policy is provided by the terms of this policy and endorsements attached hereto, while the policy is in force, the Insurers will indemnify the Insured against the loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

## SUBSCRIBING COMPANIES

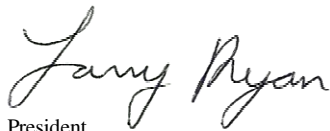
Name of Insurer	Proportion of Indemnity	Premium
The Guarantee Company of North America	57.5%	\$ 370
Underwriters at Lloyd's under Contract Number B1100049400118000	22.5	145
Temple Insurance Company	20	129
	<b>TOTALS</b>	
	100%	\$ 644

In witness whereof the Insurers have duly authorized the Frank Cowan Company Limited to execute and sign this policy on their behalf for the proportions of indemnity so stated above.

February 23, 2018

Dated at Princeton, Ontario

Frank Cowan Company Limited  
75 Main Street North  
Princeton, ON N0J 1V0



President

Authorized Representative

# ERRORS AND OMISSIONS LIABILITY

**This policy provides claims made coverage. Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.**

Throughout this policy the words "Named Insured" refer to the "Named Insured" shown in the "declarations", and any other person or organization qualifying as the "Named Insured" under this policy. The word "Insurer" refers to the Company or Companies providing this policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application" and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the "Insurer" and the "Insured" agree as follows:

## SECTION I - COVERAGES

### 1. Insuring Agreement

- (a) The "Insurer" will pay on behalf of the "Insured" all sums which the "Insured" shall become legally obligated to pay as "Compensatory Damages" resulting from "claims" for "wrongful acts" first made during the "Policy Period" against the "Insured" and reported to the "Insurer" in accordance with Paragraph 6. Duties In The Event Of A Claim of Section IV - Conditions.
  - (i) The amount the "Insurer" will pay for "Compensatory Damages" resulting from all "claims" is limited as described in Section III - Limit of Insurance;
- (b) This insurance applies only if:
  - (i) the "Wrongful Act" occurred on or after the "Retroactive Date" and before the end of the "policy period"; and
  - (ii) a "claim" to pay "Compensatory Damages" resulting from the "Wrongful Act" first made against any "Insured" in accordance with Paragraph (c) below, during the "Policy Period" or any extended reporting period the "Insurer" provides under Section V - Extended Reporting Period.
- (c) A "claim" by a person or organization seeking "Compensatory Damages" resulting from the "Wrongful Act" will be deemed to have been made when notice of such "claim" is received by any "Insured" or by the "Insurer", whichever comes first.

### 2. Exclusions

This insurance does not apply to:

- (a) any "claim" based on, arising out of, or in any way involving any fact, circumstance or situation:
  - (i) which has been the subject of any written notice given under any policy of which this policy is a direct or indirect renewal or replacement;
  - (ii) alleged in any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding pending against any "Insured" on or prior to the "Inception Date" of the original policy or derived from the same or essentially the same facts as alleged in such pending or prior litigation;
- (b) for liability of others assumed by any "Insured" under any written, oral, express or implied contract or agreement except to the extent that such "Insured" would have been liable in the absence of such contract or agreement;
- (c) any "claim" arising out of the insolvency or bankruptcy of the "Insured";
- (d) the ownership, maintenance or use of watercraft, aircraft or "automobiles";
- (e) any fraudulent, dishonest, criminal act or willful act, error or omission committed by any "Insured";
- (f) express or implied warranties or guarantees; cost estimates being exceeded; estimates of profit or return on capital;
- (g) the "Insured's" participation in a former professional partnership or company unless specifically endorsed hereon;
- (h)
  - (i) false arrest, detention or imprisonment;
  - (ii) malicious prosecution;
  - (iii) libel, slander or defamation of character;
  - (iv) humiliation;
  - (v) discrimination;
  - (vi) wrongful entry or eviction or invasion of any right of privacy;
  - (vii) wrongful dismissal;
- (i) bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, damage to or destruction of any property, including the loss of use thereof;
- (j) failure to effect or maintain any insurance or bond;

- (k) the gaining in fact of any personal profit, gain or advantage to which the "Insured" is not legally entitled, or out of any disputes involving the "Insured's" fees, commissions or charges;
- (l) any breach of fiduciary duty, responsibility or obligation in connection with any employee "benefit plan" or "employment practices wrongful act";
- (m) any error, omission or negligent act expected or intended from the standpoint of any "Insured";
- (n) any fines or penalties imposed by law or other matters which may be deemed uninsurable under the law of the jurisdiction pursuant to which this policy shall be construed;
- (o) any "claims" brought by any employee or former employee arising out of the contract of employment with the "Insured" or any sub-contractors who at any time were associated with the "Insured" and alleging breach thereof;
- (p) any "claims" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;
- (q) any "claims" which results directly or indirectly from computer viruses, the failure to prevent unauthorized use of, or access to any "computer", or the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data;
- (r) any "claims" arising directly or indirectly, in whole or in part for:
  - (i) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
  - (ii) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (i) above; or
  - (iii) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (i) or (ii) above.

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.

- (s) any "claims" arising directly or indirectly, in whole or in part for:
  - (i) liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
  - (ii) 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 Insurance;
  - (iii) "Nuclear Energy Hazard" arising from:
    - (1) the ownership, maintenance, operation or use of a "Nuclear Facility" by or on behalf of an "Insured";
    - (2) 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";
    - (3) 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 useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an "Insured".

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

- (t) any "claims" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;
- (u) any "claims" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;
- (v) any "claims" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.

## SECTION II - DEFENCE, SETTLEMENT AND COOPERATION

1. The "Insurer" shall have the right and duty to defend any "claim" covered by this policy, even if any of the allegations are groundless, false or fraudulent.

"Defence expenses" incurred by the "Insurer", or by the "Insureds" with the written consent of the "Insurer", are in addition to the Limit of Insurance. Payment by the "Insurer" of "defence expenses" shall not reduce the Limit of Insurance. The "Insurer's" right and duty to defend ends when the Limit of Insurance has been exhausted as a result of the payment of "claims".

The "Insureds" agree not to settle or offer to settle any "claim", incur any "defence expenses" or otherwise assume any contractual obligation or admit any liability with respect to any "claim" without the "Insurer's" prior written consent, which shall not be unreasonably withheld. The "Insurer" shall not be liable for (and any applicable retention shall not be depleted or exhausted by) any settlement, "defence expenses", assumed obligation or admission to which the "Insurer" has not consented.

The "Insureds" agree to provide the "Insurer" with all information, assistance and cooperation which the "Insurer" reasonably requests and agree that in the event of a "claim" the "Insureds" will do nothing that shall prejudice the "Insurer's" position or its potential or actual rights of recovery. The "Insurer" may make any investigation it deems necessary.

## SECTION III - LIMIT OF INSURANCE

1. The Limit of Insurance shown in the "declarations" and the rules below determine the maximum the "Insurer" will pay regardless of the number of:

- (a) "Insureds";
- (b) "Claims" first made;
- (c) Persons or organizations making "claims".

2. The Limit of Insurance shown in the "declarations" is the maximum amount the "Insurer" will pay for all "Compensatory Damages" arising from all "claims" made against the "Insured" during the "policy period".
3. All "claims" arising out of the "Wrongful Act" shall be deemed one "claim", and such "claim" shall be deemed to be first made on the date the earliest of such "claims" is first made against any "Insured", regardless of whether such date is before or during the "policy period".
4. The limit of this policy applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the "Policy Period" shown in the "declarations", unless the "Policy Period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

5. **Deductible and Reimbursement Agreement**

- (a) For the purposes of this Deductible and Reimbursement Agreement only:

A claim means an event, circumstance, accident, incident, demand, proceeding or lawsuit which may trigger coverage under any one or more of the Insuring Agreements;

Expenditures means money spent by the "Insurer" in response to a claim and includes, but is not limited to, investigation expenses, indemnity payments, settlements paid, "defence expenses".

- (b) Whether or not any indemnity is paid under any of the Insuring Agreements, the "Named Insured" agrees that with respect to each and every claim, the "Named Insured" will reimburse the "Insurer's" expenditures up to the amount of the applicable deductible as shown in the "declarations", upon request by the "Insurer".

## SECTION IV - CONDITIONS

1. **Authorized Agent**

Frank Cowan Company Limited is the authorized agent of the "Insurer" for the purpose of any notice required to be given to the "Insurer" or by the "Insurer" under the terms and conditions of this policy.

2. **Bankruptcy**

Bankruptcy or insolvency of the "Insured" or of the "Insured's" estate will not relieve the "Insurer" of its obligations under this policy.

3. **Canadian Currency Clause**

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian Currency.

4. **Changes**

This policy contains all the agreements between the "Insured" and the "Insurer" concerning the insurance afforded. The first "Named Insured" shown in the "declarations" is authorized to make changes in the terms of this policy with the consent of the "Insurer". This policy's terms can be amended or waived only by endorsement or amendment issued by the "Insurer" and made a part of this policy. Any changes agreed to between the "Named Insured" and the "Insurer" are binding upon any and all "Insureds".

5. **Coverage Territory**

This policy extends to "wrongful acts" taking place or "claims" made anywhere in the world.

## 6. Duties In The Event Of A Claim

As a condition precedent to coverage under this policy:

- (a) If any "claim" is received by any "Insured", the "Named Insured" must give written notice to the Authorized Agent as soon as practicable, but in no event more than thirty (30) days after the date of termination of the "Policy Period" (except for the application of any Extended Reporting Period coverage the "Named Insured" may purchase).
- (b) The "Named Insured" and any other involved "Insured" must:
  - (i) Immediately send to the "Insurer" copies of any demands, notices, summonses or legal papers received in connection with the "claim";
  - (ii) Authorize the "Insurer" to obtain records and other information;
  - (iii) Cooperate with the "Insurer" in the investigation, settlement or defence of the "claim";
  - (iv) Assist the "Insurer", upon the "Insurer's" request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of liability to which this insurance may also apply.
- (c) No "Insured" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than first aid, without the "Insurer's" consent.

## 7. Examination of The "Insured's" Books and Records

The "Insurer" may examine and audit the "Insured's" books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

## 8. Legal Action Against The "Insurer"

No person or organization has a right under this policy:

- (a) To join the "Insurer" as a party or otherwise bring the "Insurer" into a "claim" asking for "Compensatory Damages" from an "Insured";
- (b) To sue the "Insurer" on this policy unless all of its terms have been fully complied with. A person or organization may sue the "Insurer" to recover on an agreed settlement or on a final judgment against an "Insured" obtained after an actual trial; but the "Insurer" will not be liable for "Compensatory Damages" that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by the "Insurer", the "Insured" and the claimant or the claimant's legal representative. Every "claim" or proceeding against the "Insurer" shall be commenced within one (1) year next after the date of such judgment or agreed settlement and not afterwards. Any disputes between the "Insurer" and the "Named Insured" as to whether there is coverage under this policy must be brought in a Canadian Court.

## 9. Other Insurance

This policy shall be specifically excess of any other valid and collectible insurance (including but not limited to any insurance which is stated to be primary, contributory, excess, contingent or otherwise or under which there is a duty to defend), unless such other insurance is specifically stated to be in excess of this policy by reference in such other policy to the policy number of this policy. In no event shall this policy be construed to contribute ratably with any such other insurance. This policy shall not follow the terms of any other insurance.

## 10. Premiums

The first "Named Insured" shown in the "declarations":

- (a) is responsible for the payment of all premiums;
- (b) will be the payee for any return premiums the "Insurer" pays.

## 11. Representations

By accepting this policy, the "Insured" agrees:

- (a) the statements in the "declarations" are accurate and complete;
- (b) those statements are based upon representations the "Insured" made to the "Insurer";
- (c) the "Insurer" has issued this policy in reliance upon the "Insured's" representations.

## 12. Separation of Insureds, Cross Liability

Except with respect to the Limit of Insurance, and any rights or duties specifically assigned to the first "Named Insured", this insurance applies:

- (a) as if each "Named Insured" were the only "Named Insured";
- (b) separately to each "Insured" against whom any "claim" is made.

However this policy does not apply to any "claim" made by or on behalf of any "Named Insured", whether directly or derivatively, against any other "Insured".



### 13. **Subrogation:**

In the event of any payment under this policy, the "Insurer" shall be subrogated to all the "Insured's" rights of recovery against any person or organization other than an employee of the "Insured", 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 the loss to prejudice such rights.

### 14. **Termination**

- (a) The first "Named Insured" shown in the "declarations" may cancel this policy by mailing or delivering to the "Insurer" advance written notice of termination.
- (b) The "Insurer" may terminate this policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:
  - (i) Fifteen (15) days before the effective date of cancellation if the "Insurer" cancels for nonpayment of premium;
  - (ii) Ninety (90) days before the effective date of cancellation if the "Insurer" cancels for any other reason.

Except in Quebec, if notice is mailed, termination takes effect fifteen (15) or ninety (90) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect either fifteen (15) or ninety (90) days after receipt of the notice at the last known address of the first "Named Insured", depending upon the reason for termination.

- (c) The "Insurer" will mail or deliver notice to the first "Named Insured's" last mailing address known to the "Insurer".
- (d) The "Policy Period" will end on the date cancellation takes effect.
- (e) If this policy is cancelled, the "Insurer" will send the first "Named Insured" any premium refund due. If the "Insurer" cancels, the refund will be pro rata. If the first "Named Insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if the "Insurer" has not made or offered a refund.

## **SECTION V - EXTENDED REPORTING PERIOD**

1. If the "Insurer" cancels or fails or refuses to renew this policy for any reason other than nonpayment of premium or if the "Named Insured" cancels or fails or refuses to renew this policy, the "Named Insured" will have the right to purchase an extension of the coverage provided under this policy with respect to any "claim" made during the Extended Reporting Period, but only with respect to any "claim" arising out of any "Wrongful Act" committed on or after the "Retroactive Date" and before the end of the final "policy period".
  - (a) The right to purchase the Extended Reporting Period will terminate unless written notice is received by the "Insurer", together with payment of the additional premium, prior to the effective date of non-renewal or cancellation of the policy.
  - (b) The premium for the Extended Reporting Period Endorsement will not exceed one-hundred percent (100%) of the annual premium for the policy to which the endorsement would be attached and will be fully earned when the endorsement takes effect.
  - (c) If the "Named Insured" purchases the Extended Reporting Period, the Extended Reporting Period Endorsement will be twelve (12) months, starting with the end of the final "policy period". The "Insurer" will issue the Extended Reporting Period Endorsement to the first "Named Insured" shown in the "declarations".
  - (d) The Extended Reporting Period Endorsement does not extend the "policy period", change the scope of coverage provided or reinstate or increase the Limit of Insurance. Once in effect, the Extended Reporting Period may not be cancelled. The Extended Reporting Period will be part of the immediate preceding "Policy Period" and a single Limit of Insurance will apply to such "Policy Period" including the Extended Reporting Period.

The offer by the "Insurer" of continued coverage under terms, conditions, limit of insurance or premiums different from those applicable to the expiring policy shall not constitute a refusal to renew.

## **SECTION VI - DEFINITIONS**

When used in this policy:

1. **"Application"** means: all signed applications, including materials and attachments prepared specifically for and submitted therewith, for this policy and for any similar policy in an uninterrupted series of policies issued by the "Insurer" of which this policy is a renewal or replacement.

All such applications, attachments and materials are deemed attached to and incorporated into this policy.
2. **"Automobiles"** means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
3. **"Benefit Plan"** means:
  - (a) any employee pension plan or employee welfare benefit plan which, at the "Inception Date" of the policy, is operated solely by the "Insured", or jointly by the "Insured" and a labour organization for the benefit of the employees of the "Insured";

- (b) any medical, dental, life and accident or employee profit sharing plan which, at the "Inception Date" of the policy, is sponsored by the "Insured", except any multi-employer plan;
  - (c) any "benefit plan" acquired or created during the "Policy Period" but only with respect to any "Wrongful Act" occurring subsequent to the date of such acquisition or creation.
4. **"Claim"** means:
    - (a) A written demand received by the "Insured" for "Compensatory Damages" arising out of a "wrongful act";
    - (b) A civil proceeding in which "Compensatory Damages" arising out of a "Wrongful Act" to which this insurance applies are claimed, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the "Insured" submits with the "Insurer's" consent.
  5. **"Compensatory Damages"** means damages due in payment for economic loss. "Compensatory Damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
  6. **"Computer"** means any computer or other electronic data processing device, equipment or system, any hardware, software program, instruction, data or component utilized therein or thereby, or any actual or intended function of or process performed by any of the foregoing.
  7. **"Declarations"** means the declarations page, including any associated schedules of coverage, applicable to this policy.
  8. **"Defence Expenses"** means necessary and reasonable costs, charges, fees (including but not limited to legal fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the directors, officers or employees of the "Insured") incurred in defending or investigating "claims" or assisting the "Insurer" in investigating or defending "claims" pursuant to the "Insurer's" written request, and the premium for appeal, attachment or similar bonds, but without any obligation to apply for or furnish any such bonds.
  9. **"Employment Practices Wrongful Act"** means any wrongful act committed or attempted by any one or more "Insureds" in their capacities as such against any past, present or prospective employee or volunteer in connection with any actual or alleged:
    - (a) wrongful dismissal, discharge or termination of employment;
    - (b) breach of any oral, written or implied employment contract or quasi-employment contract;
    - (c) wrongful demotion;
    - (d) employment-related misrepresentation;
    - (e) violation of employment discrimination laws (including sexual or other illegal workplace harassment);
    - (f) wrongful failure to employ, train or promote;
    - (g) wrongful discipline;
    - (h) wrongful deprivation of a career opportunity;
    - (i) failure to grant tenure or denial or deprivation of seniority;
    - (j) failure to adopt and enforce adequate workplace or employment policies and procedures;
    - (k) illegal retaliatory treatment;
    - (l) negligent supervision or evaluation;
    - (m) employment-related invasion of privacy;
    - (n) employment-related libel, slander, humiliation and defamation;
    - (o) employment-related wrongful infliction of emotional distress.
  10. **"Fissionable Substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
  11. **"Fungi"** includes, but is not limited to any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens, or pathogens.
  12. **"Inception Date"** means:
    - (a) the effective date of this policy;
    - (b) when this policy replaces, without interruption, similar coverage for a "Wrongful Act" issued through the Authorized Agent, the effective date of the first such coverage issued to the "Named Insured".
  13. **"Insured"** includes the "Named Insured", any present or former partner, executive officer, director, stockholder, employee, volunteer, or member of a duly constituted committee of the "Named Insured".  
In the event of their death, incompetency, insolvency or bankruptcy, their estate or appointed legal representative while acting within the scope of their duties as such is considered an "Insured".
  14. **"Nuclear Energy Hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "Radioactive Material".

15. **"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.
16. **"Policy Period"** means the period of time specified in the "declarations", subject to prior termination in accordance with Paragraph 14. Section IV - Conditions.
17. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. **"Radioactive Material"** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any Nuclear Liability Act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
19. **"Retroactive Date"** means the "Retroactive Date" shown in the "declarations".
20. **"Spores"** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".
21. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
22. **"Wrongful Act"** means any error, omission or negligent act arising out of professional services usual to the operation of the "Insured".

## **ERRORS AND OMISSIONS LIABILITY DEDUCTIBLE ENDORSEMENT**

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER ERRORS AND OMISSIONS LIABILITY FORM

In consideration of the premium, in reliance on the statements in the application, and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

**SECTION III - LIMIT OF INSURANCE, DEDUCTIBLE AND REIMBURSEMENT AGREEMENT** is hereby deleted and replaced with the following:

### **DEDUCTIBLE AGREEMENT**

- (a) For the purposes of this Deductible Agreement only:  
"Expenditures" means indemnity payments made by the Insurer in response to a "claim".
- (b) Except as otherwise specified in the Endorsements attached to this Policy, the Named Insured agrees that with respect to each and every "claim" to reimburse the Insurer's "expenditures" up to the amount of the applicable deductible as shown in the "declarations".
- (c) The Insurer may pay part or all of the deductible to effect settlement of any "claim" or suit and upon notification of the action taken the Named Insured shall promptly reimburse the Insurer for such part of the deductible as has been paid by the Insurer.

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

## LLOYD'S ADDITIONAL CONDITIONS

**LLOYD'S**

Lloyd's Approved Coverholder ("the Coverholder"):  
 Frank Cowan Company Limited  
 75 Main Street North, Princeton, Ontario N0J 1V0

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

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

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

**NOTICE**

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

**SEVERAL LIABILITY CLAUSE****PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

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

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

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

**INSURE IN CANADA A RISK**

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

## NOTICE CONCERNING PERSONAL INFORMATION

### How we use your information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her 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.

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

### What personal information we collect about you

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

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

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

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

### Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

### Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next to kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

### How to access your information and/or contact us

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through [info@lloyds.ca](mailto:info@lloyds.ca).

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## Code of Consumer Rights and Responsibilities

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

### Right to Be Informed

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

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

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

### Responsibility to Ask Questions and Share Information

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

### Right to Complaint Resolution

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

### Responsibility to Resolve Disputes

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

### Right to Professional Service

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

### Right to Privacy

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

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## 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:  
 1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6  
 Tel: 1-877-455-6937 - Fax: (514) 861-0470  
 E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446  
[www.giocanada.org](http://www.giocanada.org)

### **For Quebec clients:**

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

Toll Free: 1-877-525-0337  
 Québec: (418) 525-0337  
 Montréal: (514) 395-0311  
[www.lautorite.gc.ca](http://www.lautorite.gc.ca)

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

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

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9  
 Services in English: 1-866-461-FCAC (3222)  
 Services in French: 1-866-461-ACFC (2232)  
[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

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