

CYBER CLAIMS IMPORTANT INFORMATION

Cyber Claims Response

Frank Cowan Company has partnered with Crawford & Company to assist you in event of a cyber- incident (a breach or potential breach). Crawford & Company recognize the specialist nature of a cyber-breach and have created a unique and comprehensive solution bringing together the expertise of Crawford combined with leading specialists required to expertly handle your claim.

Important Information When You Experience a Cyber Claim

In the event of a Cyber breach or potential breach, please ensure you follow these simple but very important steps:

1. Breach Response:

The moment you become aware of a cyber-incident that may give rise to a claim, potential claim, or an event that may give rise to privacy notification costs contact Crawford & Company:

Phone: 1-844-660-4903

Crawford & Company's dedicated breach operations team is ready to assist you with all aspects of a breach response. An Incident Manager will immediately be assigned to assist you and co-ordinate any services that may be required including:

- I.T. Forensics
- Legal Expertise
- Public Relations Firms
- Cyber Extortion Concerns
- Public and Regulatory Notifications (Including Call Centres)

2. Policy Reporting Requirement for Cyber Risk Insurance Coverage: As a Condition of the Policy you must report to the Insurer in writing any Claim, Potential Claim or Events involving Privacy Notification Costs immediately.

Insurer – XL Catlin Syndicate 2003

Address: 20 Gracechurch Street,
London, EC3V 0BG
Email: XLLM.Canada@xlcatlin.com
Website: xlcatlin.com

Important

Crawford & Company is **NOT your** Insurer. They are there to assist you in dealing with emergency cyber breach response procedures only. Coverage under your insurance policy may or may not apply. **You MUST contact the Insurer immediately** with full details of any cyber incident or potential claim. Your Insurer will determine whether coverage applies.



**CYBER
POLICY DECLARATIONS**

Policy Number: CL00037

Replaces Number: RENEWAL

Process Date: March 21, 2019

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 and Endorsements of this Policy.

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

ALGOMA INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

Policy Period:

From MARCH 31, 2019

To MARCH 31, 2020

at 12:01 a.m. Standard Time at the Named Insured's postal address shown on this Certificate

Insured's Operations

MEDICAL CLINIC

Schedule of Coverage

(Insurance is provided, subject to the Declarations, Terms, Conditions of the Policy and its Form(s), only for the coverage for which specific Form(s) are attached and for which a specific Limit or Amount of Insurance is shown hereunder.)

Refer to attached if applicable

Minimum retained premium for this policy is (\$)	270	Total	
		(\$) Premium	1,800

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

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.

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


President

Authorized Representative

Cancellation/Non-acceptance of this Policy

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

ALGOMA INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

If you no longer require this Policy, please complete and return the portion below otherwise leave blank. We strongly recommend that you review this with your Broker to ensure that you fully understand the impact of this decision.

Cancellation Agreement

I/we agree as the undersigned Insured named in this policy CL00037 and renewal certificates (if any), hereby acknowledge the cancellation thereof _____ At 12:01 a.m. standard time and agree that all coverages and liability of
Day/Month/Year

Frank Cowan Company Limited and The Insurer(s) with respect to all accidents, losses or damage occurring on and after the date of cancellation is hereby terminated.

X

Signature (only required if cancelling the Policy)

Policy No. CL00037

Effective Date MARCH 31, 2019

SCHEDULE OF COVERAGE

Cyber

Retroactive Date May 14, 2015

Form-Edition	Coverage Description	Deductible/ Waiting Period	(\$) Limit of Insurance	(\$) Premium
CWGX3439-1117	Cyber Risk Insurance Coverage	\$ 2,500	1,000,000 Each Claim 1,000,000 Aggregate	1,800
	Media Content Services Liability	\$ 2,500	Included	
	Network Security Liability	\$ 2,500	Included	
	Privacy Liability	\$ 2,500	Included	
	Extortion Threat	\$ 2,500	Included	
	Sub-Limits of Insurance (part of and not in addition to Policy Aggregate above)			
	Privacy Notification Costs	\$ 2,500	50,000 Aggregate	
	Regulatory Proceedings	\$ 2,500	500,000 Aggregate	
	Crisis Management Expense	\$ 2,500	50,000 Aggregate	
	Business Interruption	24 Hours	500,000 Aggregate	
GNGX408-0117	Lloyd's Additional Conditions			
Total				1,800

Subscription Form

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 thereof 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 Coverage 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

Insurers	Participation (%)	(\$ Premium
XL Catlin Syndicate 2003 under Contract Number B1100049400319000	100.00	1,800
Total	100	1,800

CYBER RISK INSURANCE COVERAGE

This is a claims made and reported policy. This policy applies only to those claims that are first made against the Insured and reported in writing to the Insurer during the Policy Period. Claims expenses are within and reduce the Limit of Insurance. Please review this Policy carefully.

This Policy contains provisions that may limit the amount payable.

Words and phrases that appear in quotation marks have special meanings that are defined Refer to Definitions Section.

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 agrees with the "Named Insured" as follows:

I. INSURING AGREEMENTS

Provided always that the subject act or omission was committed on or subsequent to the "retroactive date" specified in the Declarations and that prior to the inception date of this policy no "Insured" had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a "claim", then the "Insurer" agrees as follows:

(a) Media Content Services Liability Coverage

The "Insurer" will pay on behalf of the "Insured" all sums in excess of the deductible that the "Insured" becomes legally obligated to pay as "damages" and "claim expenses" as a result of a "claim" first made against the "Insured" and reported in writing to the "Insurer" during the "policy period" up to the sublimit shown in the Declarations, for actual or alleged "personal injury", by reason of an act, error or omission in the performance of "media communications", by the "Insured" or by someone for whom the "Insured" is legally responsible, including liability "assumed under contract" .

(b) Network Security Liability Coverage

The "Insurer" will pay on behalf of the "Insured" all sums in excess of the deductible that the "Insured" becomes legally obligated to pay as "damages" and "claim expenses" as a result of a "claim" first made against the "Insured" and reported in writing to the "Insurer" during the "policy period" up to the sublimit shown in the Declarations, by reason of an act, error or omission by the "Insured" in providing or managing the security of the "Insured's" own "computer system" that either (i) causes a "network breach", or (ii) prevents a third party who is authorized to do so from gaining access to a "computer system".

(c) Privacy Liability Coverage

1. the "Insurer" will pay on behalf of the "Insured" all sums in excess of the deductible that the "Insured" becomes legally obligated to pay as "damages" and "claim expenses" as a result of a "claim" first made against the "Insured" and reported in writing to the "Insurer" during the "policy period" up to the sublimit shown in the Declarations by reason of a "privacy wrongful act" committed by the "Insured" (or their "service provider") in the "Insured's" capacity as such.
2. the "Insurer" will pay "privacy notification costs", in excess of the deductible that the "Named Insured" incurs with the "Insurer's" prior written consent resulting from the "Named Insured's" legal obligation to comply with a "breach notification law" due to the "Named Insured's" (or its "service provider") failure to prevent "unauthorized access", to the extent such "unauthorized access" (i) results in a "data breach" from a "computer system", and (ii) occurred and was reported in writing to the "Insurer" during the "policy period", up to the sublimit shown in the Declarations.
3. the "Insurer" will pay on behalf of the "Named Insured" all sums in excess of the deductible that the "Named Insured" becomes legally obligated to pay as "regulatory fines" and "claim expenses" as a result of a "regulatory proceeding" first made against the "Named Insured" and reported to the "Insurer" during the "policy period" up to the sublimit shown in the Declarations resulting from a violation of a privacy law by reason of a "privacy wrongful act" by the "Named Insured" committed in the Named Insured's capacity as such, but only to the sublimit, if purchased, stated in the Declarations.

II. FIRST PARTY INSURING AGREEMENTS

(a) Extortion Threat

The "Insurer" will indemnify the "Named Insured" all sums incurred in excess of the deductible and with the "Insurer's" prior written consent for "extortion damages" as a result of an "extortion threat" first made against an "Insured" in its capacity as such and reported to the "Insurer" during the "policy period" up to the sublimit shown in the Declarations by a person other than an "Insured" or any person acting or proceeding with the knowledge and consent of, at the direction or request of, or with the assistance of an "Insured".

(b) Crisis Management Expense

The "Insurer" will indemnify the "Named Insured" all sums incurred in excess of the deductible and with the "Insurer's" prior written consent up to the sublimit shown in the Declarations for the cost of public relations consultants, public relations, forensics and/or crisis management consultants for the purpose of averting or reducing damage to the "Named Insured's" reputation provided that the "claim" results from a "network breach" to the "Named Insured's" computer system" (including its "service provider") or a "privacy wrongful act".

(c) Business Interruption

The "Insurer" will indemnify the "Named Insured" all sums in excess of the time deductible up to the sublimit shown in the Declarations for the reduction in business income the "Named Insured" sustains during the "period of restoration" of an actual interruption of the use of the "computer system" of the "Named Insured" provided the "claim" results from a "network breach" to the "Named Insured's" "computer system".

III. DEFENSE AND SETTLEMENT

(a) Defense

The "Insurer" has the right and duty to defend any "claim" against the "Insured" seeking "damages" payable under the terms of this policy, even if any of the allegations of the "claim" are groundless, false or fraudulent. Defense counsel may be designated by the "Insurer" or, at the "Insurer's" option, by the "Insured" with the "Insurer's" written consent and subject to the "Insurer's" guidelines.

(b) Settlement

The "Insurer" will have the right and duty to make, with the written consent of the "Named Insured", any settlement of a "claim" under this policy. If the "Named Insured" refuses to consent to a settlement within the policy's applicable Limit of Insurance that is recommended by the "Insurer" and acceptable to the claimant, then the "Insurer's" Limit of Insurance under this policy will be reduced to the amount of "damages" for which the "claim" could have been settled plus all "claim expenses" incurred up to the time the "Insurer" made its recommendation and fifty percent (50%) of "claims expenses" in excess of the recommended settlement, the total of which will not exceed the Limit of Insurance specified in the Declarations.

IV. LIMIT OF INSURANCE AND DEDUCTIBLE

(a) Limit of Insurance – "Each Claim"

Subject to Paragraph (c) below, the "Insurer's" Limit of Insurance for "damages" and "claim expenses" for each "claim" first made and reported in writing to the "Insurer" during the "policy period" will not exceed the amount shown in the Declarations for "Each Claim".

(b) Limit of Insurance – "Policy Aggregate"

The "Insurer's" Limit of Insurance for "damages" and "claim expenses" for all "claims" first made and reported in writing to the "Insurer" during the "policy period" and for all "privacy notification costs" payable under Insuring Agreement I.(c) 2., all "regulatory fines" payable under Insuring Agreement I (c) 3., all "extortion damages" payable under Insuring Agreement II (a) all crisis management expenses payable under Insuring Agreement II (b) and all reduction in business income payable under Insuring Agreement II (c) will not exceed the aggregate amount shown in the Declarations as the "Policy Aggregate," subject to the relevant sublimit(s) specified in the Declarations following sublimits which are part of and not in addition to the "Policy Aggregate".

(c) Exhaustion of Limits

The "Insurer" is not obligated to pay any "damages", "claim expenses", or "privacy notification costs" or to defend or continue to defend any "claim" after the applicable Limit of Insurance has been exhausted by the payment of "damages", "claim expenses", or "privacy notification costs" or any combination thereof; or after the "Insurer" has deposited the remaining available Limit of Insurance into a court of competent jurisdiction or tendered the remaining available Limit of Insurance to the "Named Insured" or, if applicable, to the excess insurer(s) of the "Named Insured".

(d) Deductible

1. The deductible amount shown in the Declarations is the "Insured's" obligation for each "claim" and applies to the payment of damages and "claim expenses". The deductible will be paid by the "Named Insured". The limits of insurance set forth in the Declarations are in addition to and in excess of the deductible.
2. The deductible amount stated in the Declarations applies separately to each event or series of related events giving rise to an obligation to incur "privacy notification costs" for "privacy liability". The deductible will be paid by the "Named Insured". The sublimit(s) set forth in the Declarations are part of and not in addition to the "Policy Aggregate" Limit of Insurance and in excess of the deductible stated.
3. The deductible amount stated in the Declarations applies separately to each event or series of related events giving rise to an obligation to incur "regulatory fines" and "claims expenses" for "privacy liability". The deductible will be paid by the "Named Insured". The sublimit(s) set forth in the Declarations are part of and not in addition to the "Policy Aggregate" Limit of Insurance and in excess of the deductible stated.

(e) Early Claim Resolution Incentive

If a "claim" (limited to third party claims under Insuring Agreement I (a), (b) and (c)) is resolved or concluded, with the consent of the "Named Insured" and the "Insurer", as reflected in a settlement agreement, order, dismissal, or judgment, within one (1) year following the date that the "claim" is reported in writing to the "Insurer", the "Named Insured" will be reimbursed or credited fifty percent (50%) of the deductible, but not to exceed a maximum reimbursement of twenty five thousand dollars (\$25,000) per policy period for all such "claim's" resolved or concluded in accordance with this Paragraph (e).

(f) Multiple Insureds, Claims and Claimants

1. The Limits of Insurance shown in the Declarations is the maximum amount the "Insurer" will pay under this policy for "damages", "claim expenses" and "privacy notification costs", regardless of the number of "Insureds", "claims" made, claimants, or events giving rise to "privacy notification costs".
2. All "claims" arising from the same or a series of related, repeated or similar acts, errors or omissions or from any continuing acts, errors or omissions will be considered a single "claim" for purposes of this policy, irrespective of the number of claimants or "Insureds" involved in the "claim". All such "claims" shall be deemed to have been made at the time of the first such "claim".
3. All events giving rise to "privacy notification costs" arising out of a single act, error or omission or related, repeated or similar acts, errors or omissions will be considered a single event for purposes of this policy, irrespective of the number of claimants or "Insureds" involved in the event. All such events shall be deemed to have occurred and the resulting "claim" made at the time the "Insured" first became aware of the earliest of all such events.

(g) Supplementary Payments

Supplementary payments are not subject to the deductible and are in addition to the Limits of Insurance.

The "Insurer" will pay up to two hundred and fifty dollars (\$250) for loss of earnings to the "Insured" for each day or part of a day the "Insured" is in attendance, at the "Insurer's" request, at a trial, hearing or arbitration proceeding involving a "claim" against the "Insured". In no event shall the amount payable hereunder exceed five thousand dollars (\$5,000) per "policy period".

V. DEFINITIONS

- (a) **"Advertising"** means publicly disseminated material which promotes the service, business, or product of the "Named Insured" or a client of the "Named Insured", but only where such material was disseminated at the prior written request of the "Named Insured".
- (b) **"Assumed Under Contract"** means liability for "damages" for "personal injury" which the "Insured" is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the "Insured" prior to the occurrence of the "personal injury" for which indemnity is sought, and (ii) requires the "Insured" to indemnify for "personal injury" caused in whole or in part by the content of "media material" used in a "media communication".
- (c) **"Bodily Injury"** means physical injury, sickness or disease sustained by any person, including death resulting from any of these at any time. "Bodily injury" also means mental illness, mental anguish, or emotional distress, pain or suffering, or shock sustained by that person, whether or not resulting from physical injury, sickness, disease or death of any person. This exclusion shall not apply to any mental anguish, mental injury or emotional distress resulting directly from a "network breach" or "privacy wrongful act".
- (d) **"Breach Notification Law"** means any local, provincial, territorial, state, federal or foreign statute or regulation requiring the "Insured" to protect the confidentiality and/or security of "personally identifiable information".
- (e) **"Claim"** means:
1. a written demand received by an "Insured" for monetary damages, including the service of suit or initiation of arbitration proceedings;
 2. the initiation of a suit or arbitration proceeding against an "Insured" seeking injunctive relief; and
 3. with respect to coverage provided under Insuring Clause I. (c) 3. only the institution of a regulatory proceeding against the "Named Insured".
 4. with respect to coverage provided under Insuring Agreement II (a), an extortion threat.
 5. with respect to coverage provided under Insuring Agreement II (b), crisis management expenses.
 6. with respect to coverage provided under Insuring Agreement II (c), business interruption.
- (f) **"Claim Expenses"** means:
1. reasonable and necessary fees charged by attorneys designated by the "Insurer" or designated by the "Insured" with the "Insurer's" prior written consent;
 2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a "claim", if incurred by the Insurer or by the Insured with the Insurer's prior written consent; and
 3. premiums on appeal bonds, attachment bonds or similar bonds. However, the Insurer is not obligated to apply for or furnish any such bond.

In all cases, "claim expenses" does not mean a "regulatory fine".

"Claim expenses" will be paid first and will reduce the Limit of Insurance available to pay "damages". "Claim expenses" do not include fees, costs or expenses of employees or officers of the "Insurer", or salaries, loss of earnings or other remuneration by or to any "Insured".

- (g) **"Insurer"** means the Company or Companies named in the Declarations.
- (h) **"Computer System"** means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by and either owned by or leased to the Insured by written contract for such purposes.
- (i) **"Damages"** means any compensatory sum and shall include a judgment, award or settlement, provided any settlement is negotiated with the "Insurer's" written consent, and prejudgment or post judgment interest awarded against the "Insured" on that part of the judgment the "Insurer" offers to pay. If the "Insurer" makes an offer to pay the applicable limits of insurance, it will not pay any prejudgment interest based on that period of time after the offer. "Damages" does not include:
 - 1. the return or restitution of fees, expenses or costs for "media communication" performed or to be performed by the "Insured";
 - 2. fines, penalties, forfeitures, or sanctions;
 - 3. punitive or exemplary amounts;
 - 4. the multiplied portion of any multiplied awards;
 - 5. injunctive or declaratory relief;
 - 6. discounts, coupons, prizes, awards or other incentives offered to the "Insured's" customers or clients; or
 - 7. "regulatory fines"; provided, however, notwithstanding the foregoing, solely with respect to Insuring Agreement I. (c) 3., damages includes "regulatory fines".

However, with respect to any "claim", it is understood and agreed that the insuring of punitive or exemplary damages is deemed permitted under the laws and public policy of the applicable jurisdiction.

The term "applicable jurisdiction" shall mean for the purposes of this policy that jurisdiction most favorable to the insurability of punitive or exemplary damages provided that the jurisdiction must be:

- a) where the punitive or exemplary damages were awarded or imposed;
 - b) where any act which forms the basis of the "claim" took place; or
 - c) where any "Insured" is incorporated, resides, or has its principal place of business.
- (j) **"Data Breach"** means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a "computer system", including but not limited to "personally identifiable information", charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.
 - (k) **"Extortion Damages"** means money paid by an "Insured" in its capacity as such and with the "Insurer's" prior written consent to a person reasonably believed to be making an "extortion threat" for the purpose of ending an "extortion threat" against the "Insured". "Extortion damages" shall include reasonable and necessary expense incurred by an "Insured" with the "Insurer's" prior written consent that directly relate to the "Insured's" efforts to investigate and/or end an "extortion threat".
 - (l) **"Extortion Threat"** means any credible act, error or omission which actually, potentially, or threatens to:
 - 1. hinder, restrict access to or corrupt an "Insured's" "computer system";
 - 2. introduce "malicious code" into an "Insured's" "computer system"; or
 - 3. disclose, disseminate, destroy, corrupt or use the confidential information of a third party taken from an "Insured's" "computer system" as a result of "unauthorized access" to such "computer system";
 - (m) **"Fissionable Substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
 - (n) **"Insured"** means the "Named Insured" and any of the persons or entities listed below:
 - 1. any "subsidiary" or "newly acquired subsidiary";
 - 2. any present or former partner, member, officer, director or employee of the "Named Insured", a "subsidiary" or a "newly acquired subsidiary", but only with the respect to acts, errors or omissions committed within the scope of such person's duties performed on behalf and for the benefit of the "Named Insured" or a "subsidiary" or "newly acquired subsidiary";
 - 3. any leased employee but only while acting under the direct supervision and exclusively at the direction and for the benefit of the "Named Insured";
 - 4. the estate, heirs, executors, administrators, assigns and legal representatives of an "Insured" in the event of such "Insured's" death, incapacity, insolvency or bankruptcy, but only to the extent that such "Insured" would have been provided coverage under this policy; and

5. the lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable provincial, territorial, state, federal or local law in Canada or the United States, of any "Insured", but solely by reason of any act, error or omission of an "Insured" other than such spouse or domestic partner.
- (o) **"Interrelated Act"** means any fact, circumstance, situation, transaction, act, error, omission, or event which is based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving or having as a common nexus any of the same or related or series of related facts, circumstances, situations, transactions, acts, errors, omissions or events.
- (p) **"Malicious Code"** means any unauthorized, corrupting, or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.
- (q) **"Media Communication"** means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of "media material" to the public over the internet by or on behalf of the "Named Insured".
- (r) **"Media Material"** means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form, including "advertising".
- (s) **"Named Insured"** means the persons or entities specified in the Declarations.
- (t) **"Network Breach"** means:
1. the alleged or actual "unauthorized access" to a "computer system" that results in:
 - a. the destruction, deletion or corruption of electronic data on a "computer system";
 - b. a "data breach" from a "computer system"; and
 - c. denial of service attacks against Internet sites or computers; and
 2. transmission of "malicious code" from a "computer system" to third party computers and systems.
A series of continuing "network breaches" or related, repeated, or similar "network breaches" shall be considered a single "network breach" and be deemed to have occurred at the time of the first such "network breach".
- (u) **"Newly Acquired Subsidiary"** means any entity newly formed or acquired by the "Named Insured" during the "policy period" in which the "Named Insured" has more than fifty percent (50%) of the legal or beneficial interest, but only upon the conditions that:
1. within sixty (60) days of such formation or acquisition, the "Named Insured" has provided the "Insurer" with full particulars of such newly acquired subsidiary and the "Insurer" has agreed in writing to insure such "newly acquired subsidiary", but the "Insurer" shall not be required to insure such "newly acquired subsidiary";
 2. the "Named Insured" has paid the additional premium, if any, charged by the "Insurer" and has agreed to any amendment of the provisions of this policy; and
 3. the "Insurer" will only provide coverage with respect to a "claim" when the act or omission is committed on or after the date such newly acquired subsidiary became a "newly acquired subsidiary" and prior to the date such "newly acquired subsidiary" ceased to be a "newly acquired subsidiary". An entity ceases to be a "newly acquired subsidiary" under this policy on the date during the "policy period" that the "Named Insured's" legal or beneficial interest in such entity becomes less than fifty percent (50%).
- (v) **"Nuclear Energy Hazard"** means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.
- (w) **"Nuclear Facility"** means:
1. 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;
 2. 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;
 3. 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;
 4. 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.
- (x) **"PCI-DSS"** means Payment Card Industry Data Security Standards.
- (y) **"Radioactive Material"** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

- (z) **"Period of Restoration"** means the time period that begins on the specific date the actual interruption of the use of the "Named Insured's" "computer system" starts and ends on the specific date that the actual interruption of the use of the "computer system" ends. In no event, however, shall the period of restoration mean a time period to exceed sixty (60) days.
- (aa) **"Personally Identifiable Information"** means:
1. personal information as defined in the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA) as amended, and in equivalent provincial and territorial legislation, concerning the individual;
 2. personal health information as defined in PIPEDA, the *Personal Health Information Protection Act, 2004* (Ontario) and equivalent legislation in other provinces and territories, concerning the individual;
 3. the individual's social insurance number, driver's license, identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers (PINs) that allows access to the individual's financial account information; or
 4. other personal information about the individual that is protected under any local, provincial, territorial, state, federal or foreign statute or regulation.
- Provided, however, "personally identifiable information" does not mean information that is lawfully available to the public, including information from any local, provincial, territorial, state, federal or foreign governmental entity or body.
- (bb) **"Personal Injury"** means injury other than "bodily injury" to a third-party arising out of one or more of the following offenses by reason of an "Insured's" act, error or omission in the performance of or negligence regarding the content of any "media communication":
1. false arrest, detention or imprisonment;
 2. libel, slander, or other defamatory or disparaging statement or materials;
 3. oral or written publication of material that violates an individual's right of privacy;
 4. wrongful entry or eviction, or other invasion of the right of private occupancy;
 5. plagiarism, piracy or misappropriation of ideas or style of doing business; and
 6. infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name.
- (cc) **"Policy Period"** means the period of time from the effective date shown in the Declarations to the earliest of the date of termination, expiration or cancellation of this policy.
- (dd) **"Pollutants"** means any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the Canadian Environmental Assessment Agency, the United States Environmental Protection Agency or any federal, provincial, territorial, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. "Pollutants" shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, noise, dust, fibers, germs, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.
- (ee) **"Privacy Notification Costs"** means reasonable and necessary:
1. costs to hire a security expert to determine the existence and cause of any theft or "unauthorized access" to or disclosure of "personally identifiable information";
 2. costs to notify consumers under a "breach notification law"; and
 3. fees incurred to determine the actions necessary to comply with a "breach notification law".
 4. credit monitoring services of the affected consumers if required by "breach notification law".
- "Privacy notification costs" will be paid first and will reduce the Limit of Insurance available to pay "damages". "Privacy notification costs" does not mean fees, costs or expenses of employees or officers of the "Insurer", or salaries, loss of earnings, overhead, or any other remuneration by, to or of any "Insured". "Privacy notification costs" also does not mean any fees, costs or expenses related to public relations management.
- (ff) **"Privacy Policy"** means written documents that set forth the "Insured's" policies, standards, practices and procedures for the acquisition, obtaining, collection, use, disclosure, sharing, transmission, dissemination, correction, access to or supplementation of "personally identifiable information".
- (gg) **"Privacy Wrongful Act"** means:
1. the theft or unintentional disclosure or mishandling of "personally identifiable information" that is in the care, custody, or control of the "Insured" or its "service provider"; or
 2. the "Insured's" unintentional failure to timely disclose a "network breach" in violation of any "breach notification law".
 3. solely with respect to Insuring Agreement I. (c) 2., "privacy wrongful act" also means the "Insured's" unintentional failure to comply with that part of a "privacy policy" that expressly:

- a. requires notification to a person of the "Insured's" obtaining, acquisition, compilation or use of their "personally identifiable information";
 - b. requires the "Insured" to disclose "personally identifiable information" or correct incomplete or inaccurate "personally identifiable information" after a proper request has been made by an authorized person;
 - c. requires the "Insured" to prevent the loss of "personally identifiable information";
 - d. prohibits, prevents, restricts, or limits the improper or intrusive obtaining, acquisition, compilation or use of "personally identifiable information"; and
 - e. allows a person to opt-in or opt-out of the "Insured's" obtaining, acquisition, compilation or use of their "personally identifiable information".
- (hh) **"Property Damage"** means:
- 1. physical injury to tangible property, including all resulting loss of use of that property; and
 - 2. loss of use of tangible property that is not physically injured, damaged, lost, or destroyed. However, "property damage" does not mean loss of use of "media material".
- (ii) **"Regulatory Fines"** means any civil fine or civil monetary penalty imposed in a "regulatory proceeding" payable by the "Insured" to the government entity bringing such "regulatory proceeding" in such entity's regulatory or official capacity.
- (jj) **"Regulatory Proceeding"** means a request for information, civil investigative demand, suit, civil investigation, or civil proceeding commenced by the service of a complaint or similar pleading by or on behalf of any local, provincial, territorial, state, federal or foreign governmental entity in such entity's regulatory or official capacity which may reasonably be expected to give rise to a "claim" covered by this policy.
- (kk) **"Retroactive Date"** means the date shown in the Declarations, on or after which an act or omission must have been committed for coverage under this policy to apply.
- (ll) **"Security"** means hardware, software or firmware whose function or purpose is to mitigate loss from or prevent "unauthorized access", unauthorized use, receipt or transmission of a malicious code or denial of service attack of the organization's computer system. Security includes without limitation, firewalls, filters, computer virus protection software, intrusion detection, the electronic use of passwords or similar identification of authorized users. Security also includes specific written policies and procedures intended to directly prevent theft of a password or access code by non-electronic means.
- (mm) **"Service Provider"** means a third party service provider that provides infrastructure services, hardware resources, platform services, data storage services or software services contained in a remote location through a public or private network to an "Insured" pursuant to a service level agreement. This would not include a "shared network service agreement" except for coverage under 1c.
- (nn) **"Shared Network Service Agreement"** means an agreement imposed upon the "Insured" by a government authority to utilize a shared network and services for the purpose of sharing data between similar entities under an imposed contract.
- (oo) **"Subsidiary"** means any entity of which the "Named Insured" owns, either legally or beneficially, more than a fifty percent (50%) interest in such entity. On the date during the "policy period" that the "Named Insured's" legal or beneficial ownership interest in such entity becomes less than fifty percent (50%), such entity will cease to be a subsidiary under this policy. In such event, coverage will be provided under this policy, but only with respect to acts or omissions committed prior to such date in accordance with all other terms and conditions of this policy. No coverage will be afforded under this policy with respect to "claims" made against an Insured based on any act or omission that was committed on or subsequent to such date.
- (pp) **"Unauthorized Access"** means the use of or access to a "computer system" by a person unauthorized by the Insured to do so or the authorized use of or access to a "computer system" in a manner not authorized by the "Insured".

VI. EXCLUSIONS

This policy does not apply to any "claim" with respect to:

(a) Deliberate Acts

Based upon or arising out of any dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission by an "Insured". The "Insurer" will provide the "Insured" with a defense of such "claim" and pay "claim expenses" for any such suit which is brought alleging such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy. This exclusion shall not apply to a dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission of an employee of the "Named Insured" or subsidiary or newly acquired subsidiary provided that:

- 1. There shall be no cover if such act or omission was committed by or in conjunction with, condoned or acquiesced by any director or officer of the "Named Insured" or subsidiary or newly acquired subsidiary or equivalent; and
- 2. No cover shall be provided to the employee who committed such act or omission.

Criminal proceedings are not covered under this policy regardless of the allegations made against the "Insured".

- (b) Personal Profit
Based upon or arising out of the gaining of any personal profit or advantage to which the Insured is not legally entitled.
- (c) Prior Acts
Based upon or arising out of:
1. any fact, circumstance, situation, transaction, act, error, omission, or event which, before the inception date of this policy, was the subject of any notice given under any other insurance policy; or
 2. any fact, circumstance, situation, transaction, act, error, omission, or event, whenever occurring, which, together with any fact, circumstance, situation, transaction, act, error, omission, or event which has been the subject of such notice, would constitute an "interrelated act".
- (d) Bodily injury / Property Damage
Based upon or arising out of "bodily injury" or "property damage".
- (e) Employment Practices
Based upon or arising out of discrimination, humiliation, harassment, or misconduct based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference or other classification. The "Insurer" will provide the "Insured" with a defense of such "claim" and pay "claim expenses" for any suit which is brought alleging such discrimination as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy.
- (f) Ownership
Based upon or arising out of "media content services" performed for or by, or created for or sold to, any business enterprise not named in the Declarations if on or after the date or time of the act or omission giving rise to such "claim":
1. any "Insured" controlled, owned, operated or managed such entity; or
 2. any "Insured" was an owner, partner, member, director, officer or employee of such entity.
- Control of or ownership in a business enterprise is presumed if any "Insured" owned or held ten percent (10%) or more of the equity and/or debt instruments of such enterprise.
- (g) Insured v. Insured
By or on behalf of an "Insured" under this policy against any other "Insured" hereunder; however, this exclusion shall not apply to a "claim" made by an employee of either the "Named Insured" or a "subsidiary" or "newly acquired subsidiary" otherwise covered under Insuring Agreement I.(c) 1.
- (h) ERISA/Securities
Based upon or arising out of:
1. the Employee Retirement Income Security Act of 1974;
 2. the Securities Act of 1933;
 3. the Securities Exchange Act of 1934;
 4. the Securities Act (Ontario);
 5. the Ontario Pension Benefits Act;
 6. the Pension Benefits Standards Act;
- or any rules, regulations or amendments issued in relation to such acts, or any similar provincial, territorial, state or federal statutes or regulations, including any "claim" based upon common law principles of liability.
- (i) Pollution
Based upon or arising out of, whether suddenly or over a long period of time, any:
1. actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of "pollutants" whether suddenly or over a period of time; or any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of "pollutants"; or
 2. injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any "pollutants".
- (j) Contract Liability
Based upon or arising out of any liability of others assumed by the "Insured" under any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise, unless such liability would have attached to the "Insured" even in the absence of such contract or agreement. However, solely with respect to Insuring Agreement I. (a)., this exclusion does not apply to liability "assumed under contract" .
- (k) Guarantees
Based upon or arising out of any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise:
1. for or relating to return on investment, cost savings, or profits;
 2. for or relating to time of delivery; or

3. which creates or requires compliance with an expressed or implied duty to exercise a degree of care or skill higher than applicable industry standards.

(l) Advertising

Based upon or arising out of:

1. fees, expenses, cost guarantees, cost representations, pricing guarantees, price representations, contract price, estimates of probable costs, or cost estimates actually or allegedly being exceeded;
2. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
3. inaccurate, inadequate, or incomplete description of the price of goods, products or services; or
4. the failure of goods, products or services to conform with any represented or implied quality or performance contained in "advertising".

(m) Product Recall – Media

Based upon or arising out of any loss, cost or expenses incurred or that may be incurred by the "Insured" or others for the:

1. reprinting, recall, withdrawal, removal or disposal of any "media material", including any media or products containing "media material".

(n) Business Practice

Based upon or arising out of any actual or alleged anti-trust violation, price fixing, monopolization, predatory pricing, price discrimination, restraint of trade, unfair competition, violation of consumer protection laws (except consumer privacy protection laws for "claims" involving a "privacy wrongful act"), false, deceptive or unfair trade practices, false, deceptive or misleading "advertising", or violation of the Competition Act, the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, the Canadian International Trade Tribunal Act, the Federal Trade Commission Act, or any other local, provincial, territorial, state, federal, or foreign law involving monopoly, price fixing, anti-trust, predatory pricing, price discrimination, unfair competition, false, deceptive or unfair trade practices, false, deceptive or misleading "advertising", consumer protection or restraint of trade.

(o) Patent and Trade Secret

Based upon or arising out of any actual or alleged infringement of patent or patent rights or misuse of patent or trade secret.

(p) Privacy

Based upon or arising out of:

1. telemarketing or the distribution of unsolicited email, direct mail, or facsimiles;
2. the unlawful collection of information by means of electronic "spiders", "spy bots", "spyware" or similar means, wire tapping or bugging, video camera, or radio frequency identification tags; or
3. the unlawful collection or acquisition of "personally identifiable information", or the failure to comply with a legal requirement to allow a person to opt-in or opt-out of the "Insured's" obtaining, acquisition, compilation or use of their "personally identifiable information".

(q) Governmental Action

Except with respect to Insuring Agreement I. (c) 3., brought by or on behalf of the Competition Bureau of Canada, the Canadian International Trade Tribunal, the Canadian Radio-Television and Telecommunications Commission, the Federal Trade Commission, the Federal Communications Commission, or any federal, provincial, territorial, state, local or foreign governmental entity, in such entity's regulatory or official capacity.

(r) Software Responsibility

Alleging or arising out of or in consequence of any of the following:

1. any failure of "security" occurring prior to the initial coverage date if the "Insured" knew or could have reasonably foreseen that such failure of "security" could give rise to a "claim" or loss;
2. any shortcoming in "security" that an "Insured" knew about prior to the initial effective date of coverage;
3. the "Insured's" failure to take steps to use, design, maintain or upgrade the "Insured's" "security"; or
4. arising out of the use, or lack of performance of, software:
 - (i) due to expiration, cancellation or withdrawal of such software;
 - (ii) that has not yet been released from its developmental state; or
 - (iii) that has not passed all test runs or proven successful in applicable daily operations.

(s) Act of God

Based upon or arising out of any actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

- (t) Recovery of Profits, Royalties and Fees
Based upon or arising out of:
1. accounting or recovery of profits, royalties, fees or other monies claimed to be due from an "Insured" or any "claim" brought by any such party against an "Insured" claiming excessive or unwarranted fees, compensation or charges of any kind made by an "Insured"; or
 2. licensing fees or royalties ordered, directed or agreed to be paid by an "Insured" pursuant to a judgment, arbitration award, settlement agreement or similar order for the continued use of a person or entity's copyright, title, slogan trademark, trade name, trade dress, service mark, service name or other intellectual property right.
- (u) PCI-DSS
Based upon or arising out of any PCI-DSS fines, penalties or assessments.
- (v) Forensic Costs
No forensic costs/expenses will be provided arising out of any "claim" arising out of a "network breach" or "privacy wrongful act" of a "service provider".
- (w) War and Civil War
Based upon or arising directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (x) Radio Active Contamination
Based upon or arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused
- (y) Nuclear Incident
1. Based upon or arising from liability imposed from any nuclear liability act, law or statute, or any law amendatory thereof; nor
 2. To "claims" with respect to which an "Insured" under this policy is also insured under a contract of nuclear energy liability insurance (whether the "Insured" is unnamed in such contract and whether or not it is legally enforceable by the "Insured") issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
 3. Based upon or arising directly or indirectly from the "nuclear energy hazard" arising from:
 - (i) the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an "Insured";
 - (ii) the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an "Insured".

VII. CONDITIONS

- (a) Reporting of Claims, Potential Claims and Events Giving Rise to Privacy Notification Costs
1. The "Insured", as a condition precedent to the obligations of the "Insurer" under this policy, will give written notice to the "Insurer" as soon as reasonably possible during the "policy period" of any "claim" made against the "Insured".
The "Insurer" further agrees that the "Insured" may have up to, but not to exceed, sixty (60) days after the policy expiration to report in writing to the "Insurer" a "claim" made against the "Insured" during the "policy period", if the reporting of such "claim" is as soon as reasonably possible.
 2. The "Insured", as a condition precedent to the obligations of the "Insurer" under this policy, will give written notice to the "Insurer" as soon as reasonably possible during the "policy period" of any event which might reasonably be expected to give rise to "privacy notification costs".
 3. If during the "policy period", any "Insured" becomes aware of any act or omission which may reasonably be expected to be the basis of a "claim" against any "Insured", including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the "Insured" responsible for any alleged act or omission and gives written notice to the "Insurer" with all available particulars, including:
 - a. the specific act or omission;
 - b. the dates and persons involved;
 - c. the identity of anticipated or possible claimants;
 - d. the circumstances by which the "Insured" first became aware of the possible "claim"; and
 - e. potential damages or injury;

then any "claim" that is subsequently made against the "Insured" arising out of such act or omission will be deemed to have been made on the date such written notice was received by the "Insurer".

4. If during the "policy period", the "Insured" gives written notice to the "Insurer" of an event which might reasonably be expected to give rise to "privacy notification costs", then any "claim" that is subsequently made against the "Insured" arising out of such event will be deemed to have been made on the date such written notice was received by the "Insurer".

(b) Assistance and Cooperation

1. The "Insured" will cooperate with the "Insurer" and upon the "Insurer's" request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a "claim" or payment of "privacy notification costs".
2. The "Insured" will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any "Insured" in connection with a "claim" or payment of "privacy notification costs".
3. The "Insured" will not, except at the "Insured's" own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the "Insurer".

(c) Action Against the Insurer

1. No action may be brought against the "Insurer" unless, as a condition precedent thereto:
 - a. The "Insured" has fully complied with all the terms of this policy; and
 - b. Other than with respect to coverage provided under Insuring Agreements I.(c) 2. and I.(c) 3., until the amount of the "Insured's" obligation to pay has been finally determined either by judgment against the "Insured" after actual trial and appeal or by written agreement of the "Insured", the claimant and the "Insurer".
2. Nothing contained in this policy will give any person or organization the right to join the "Insurer" as a defendant or co-defendant or other party in any action against the "Insured" to determine the "Insured's" liability.

(d) Bankruptcy

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

(e) Other Insurance

This policy is excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the "Insured", whether such other insurance or indemnification agreement is stated to be primary, contributory, excess, contingent, self-insured or otherwise.

(f) Subrogation

In the event of any payment for any "damages", "claim expenses" or "privacy notification costs" under this policy, the "Insurer" will be subrogated in the amount of such payment to all the "Insured's" rights of recovery against any person or organization. The "Insured" will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "Insured" will do nothing to prejudice such rights.

(g) Changes

Notice to any agent of the "Insurer" or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude the "Insurer" from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by the "Insurer" to form a part of this policy.

(h) Cancellation

1. This policy may be cancelled by the "Named Insured" by returning it to the "Insurer". The "Named Insured" may also cancel this policy by giving written notice to the "Insurer" stating at what future date cancellation is to be effective.
2. This policy may be cancelled by the "Insurer" by mailing to the "Named Insured" listed in the Declarations at the address shown in Item (2) of the Declarations, written notice stating when not less than ninety (90) days thereafter (or fifteen (15) days for non-payment of premium) such cancellation will be effective. The notice of cancellation must be sent registered mail. The mailing of such notice will be sufficient proof of notice of cancellation. The effective date and time of cancellation stated in the written notice will be the end of the "policy period".
3. If the "Insurer" cancels this policy, the earned premium will be computed pro rata. If the "Named Insured" cancels this policy, the "Insurer" will retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions, including limits of Insurance, deductible or premium, shall not constitute a refusal to renew or a cancellation of this policy.

(i) Territory

This Insurance applies to "claims" made and acts, errors or omissions committed anywhere in the world providing that any suit is brought against the Insured within Canada, its territories and possessions.

(j) Named Insured Sole Agent

The "Named Insured" will be the sole agent and will act on behalf of all "Insureds" for the purpose of giving or receiving any notices, any amendments to or cancellation of this policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this policy, for the payment of the deductible and the exercising or declining to exercise any right under this policy including the purchase of an Extended Reporting Period.

(k) Entire Contract

By acceptance of this policy the "Insured" warrants that:

1. All of the information and statements provided to the "Insurer" by the "Insured", including but not limited to the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the "Insured";
2. This policy is issued in reliance upon the "Insured's" representations;
3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the "Insured" to the "Insurer" (all of which are attached hereto and deemed to be incorporated herein) embody all of the agreements existing between the "Insured" and the "Insurer" and shall constitute the entire contract between the "Insured" and the "Insurer"; and
4. Any material misrepresentation or concealment by the "Insured" or the "Insured's" agent will render the policy null and void and relieve the "Insurer" from all liability herein.

(l) Notices

Any notices required to be given by the "Insured" will be submitted in writing to the "Insurer" or its authorized representative at the address specified in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

(m) Assignment

No assignment of interest of the "Insured" under this policy is valid, unless the "Insurer's" written consent is endorsed hereon.

(n) Innocent Insured's

Whenever coverage under this policy would be excluded because of dishonest, fraudulent, criminal or malicious acts or omissions, the "Insurer" agrees that such insurance as would otherwise be afforded under this policy, will be applicable with respect to those "Insured's" who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each "Insured" must promptly comply with all provisions of this policy upon learning of any concealment.

(o) Choice of Law

Unless an applicable statute of a Canadian Province or Territory requires otherwise, all matters arising hereunder including questions related to the validity, interpretation, performance, and enforcement of this policy, shall be determined in accordance with the law of the Province of Ontario, notwithstanding Ontario's conflict of laws rules. In no event shall the law of any other jurisdiction outside of Canada apply.

(p) Jurisdiction and Venue

All disputes arising hereunder, including questions related to the validity, interpretation, performance, and enforcement of this policy, shall be submitted to the jurisdiction of the courts of the Province of Ontario, notwithstanding that the laws of another jurisdiction may govern the policy.

VIII. EXTENDED REPORTING PERIODS

Extended Reporting Period means the period of time after the end of the "policy period" for reporting "claims" to the "Insurer" that are first made against the "Insured", or events giving rise to "privacy notification costs" of which the "Insured" first becomes aware, during the applicable Extended Reporting Period, by reason of an act or omission which was committed prior to the end of the policy period and on or subsequent to the "retroactive date", and is otherwise covered by this policy.

(a) Automatic Extended Reporting Period

If this policy is cancelled or non-renewed by either the "Insurer" or by the "Named Insured", the "Insurer" will provide to the "Named Insured" an automatic, non-cancellable Extended Reporting Period starting at the termination of the "policy period" if the "Named Insured" has not obtained another policy of errors and omissions insurance within sixty (60) days of the termination of the "policy period". This automatic Extended Reporting Period will terminate after sixty (60) days.

(b) Optional Extended Reporting Period

1. If this policy is cancelled or non-renewed by either the "Insurer" or by the "Named Insured", then the "Named Insured" will have the right to purchase an optional Extended Reporting Period of one (1) or three (3) years. Such right must be exercised by the "Named Insured" within sixty (60) days of the termination of the "policy period" by providing:
 - a. written notice to the "Insurer"; and
 - b. with the written notice, the amount of additional premium described below.
2. The additional premium for the optional Extended Reporting Period will be:
 - a. for a one (1) year Extended Reporting Period, seventy five percent (75%) of the annual premium for the policy; or
 - b. for a three (3) year Extended Reporting Period, one hundred and fifty percent (150%) of the annual premium for the policy.
3. The first sixty (60) days of the optional Extended Reporting Period, if it is purchased, shall run concurrently with the automatic Extended Reporting Period.

(c) Extended Reporting Period Limits of Insurance

The Limit of Insurance of the "Insurer" for all "claims" reported during the automatic and optional Extended Reporting Periods will be part of and not in addition to the limits of insurance for the "policy period" set forth in the Declarations.

(d) Elimination of Right to Any Extended Reporting Period

There is no right to any Extended Reporting Period if the "Insurer" cancels or refuses to renew this policy due to:

1. Nonpayment of amounts due under this policy;
2. Noncompliance by the "Insured" with any of the terms and conditions of this policy; or
3. Any material misrepresentation or omission in the application or the supplementary information and statements provided by the "Insured" for this policy.

(e) Extended Reporting Period - Not a New Policy

The Extended Reporting Period will not be construed to be a new policy and any "claim" or event giving rise to "privacy notification costs" reported during such period will otherwise be governed by this policy.

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. 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.

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.

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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

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

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

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

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.gc.ca

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

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

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

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

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

www.fcac-acfc.gc.ca

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