

## NON-OWNED AUTOMOBILE POLICY DECLARATIONS

Policy Number: CP80727C

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 (\$)13

Total (\$) Premium

85

## 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 NOJ 1V0

Authorized Representative

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### 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 Insure the cancellation thereof	ed named in this policy CP80727C and renewal certificates (if any), hereby acknowledge At 12:01 a.m. standard time and agree that all coverages and liability of
Day/Mo	onth/Year
Frank Cowan Company Limited and the date of cancellation is hereby terr	The Insurer(s) with respect to all accidents, losses or damage occurring on and after minated.
	X
	Signature (only required if cancelling the Policy)

Effective Date MARCH 31, 2019

## **SCHEDULE OF COVERAGE**

#### **Non-Owned Automobile**

Form-Edition	Coverage Description	Deductible	(\$) Limit of Insurance	(\$) Premium
CWGX3033-0514	Non-Owned Automobile Liability		10,000,000	85
	Ninety Day Termination Endorsement		Included	
	S.E.F. No. 96 Contractual Liability		Included	
	S.E.F. No. 99 Excluding Long Term Leased Vehicle		Included	
CNGX3027-0114	S.E.F. No. 94 Legal Liability - All Perils	500	50,000	
CNGX3320-0114	O.E.F. 98B Reduction of Coverage - Leased Vehicles		Included	
GNGX408-0117	Lloyd's Additional Conditions			
			Total	85

#### **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
The Guarantee Company of North America	59.25	50
Underwriters at Lloyd's under Contract Number B1100049400119000	20.75	18
Temple Insurance Company	20.00	17
Total	100	85

# NON-OWNED AUTOMOBILE LIABILITY FORM Including S.E.F. No. 96 and S.E.F. No. 99

This policy provides occurrence 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 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 "Insured" as follows:

#### **INSURING AGREEMENT THIRD PARTY LIABILITY**

To indemnify the "Insured" against the liability imposed by law upon the "Insured" for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the "Insured", and resulting from bodily injury to or the death of any person or damage to property of others not in the care, custody or control of the "Insured":

Provided always the Insurer shall not be liable under this form:

- for any liability which arises from the use or operation of any automobile while personally driven by the "Insured" if the "Insured" is an Individual; or
- 2. \*for any liability imposed upon any person "Insured" by this form;
  - (a) by any worker's compensation law; or
  - (b) by any law for bodily injury to or the death of the "Insured" while engaged in the business of the "Named Insured"; or
- 3. for any liability assumed by any "Insured" under this form voluntarily under any contract or agreement; or
- 4. for loss or damage to property carried in or upon an automobile personally driven by any "Insured" under this form or to any property owned or rented by, or in the care, custody or control of any such person; or
- for any amount in excess of the limit of insurance shown in the "declarations" and expenditures provided for in the Additional Agreements of this form, subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

\*Not applicable in the Province of Ontario

#### ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this form, the Insurer further agrees:

- upon receipt of notice of loss or damage caused to persons or property to serve any "Insured" under this form by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting "claims", as may be deemed expedient by the Insurer; and
- 2. to defend in the name and on behalf of any "Insured" under this form and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3. to pay all costs taxed against any "Insured" under this form in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- 4. in case the injury be to a person, reimburse any "Insured" under form for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5. be liable up to the minimum limit(s) prescribed for that Province or Territory of Canada in which the accident occurred, if that limit(s) is higher than the limit of insurance shown in the "declarations"; and
- 6. not set up any defense to a "claim" that might not be set up if the form were a motor vehicle liability policy issued in the Province or Territory of Canada in which the accident occurred.

#### AGREEMENTS OF INSURED

Where indemnity is provided by this form, every "Insured" under this form

- by the acceptance of this form, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any Province or Territory of Canada in which action is brought against the "Insured" arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
- shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this form.

#### **GENERAL PROVISIONS**

#### 1. "Additional Insured"

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every

- (a) Council. Commission or Committee Members of the "Named Insured":
- (b) Trustees, Board Members, Directors, Partners or Executive Officers created by the "Named Insured's" charter, constitution, by-laws or any other similar governing document;
- (c) Foster Parent and Kinship Care Provider. In no event shall the term Kinship Care Provider include Kinship Service Providers. Customary Care Providers are included in this definition only if caring for a child under the supervision of the "Named Insured" in formal customary care as evidenced by a Customary Care Agreement with the "Named Insured":
- (d) Employees or volunteers:

who, with the consent of the owner thereof, personally drives:

- (i) in the business of the "Named Insured" as shown in the "declarations", any automobile not owned in whole or in part by or licensed in the name of (a) the "Named Insured", or (b) such "Additional Insured", or (c) any person or persons residing in the same dwelling premises as the "Named Insured" or such "Additional Insured", or
- (ii) any automobile hired or leased in the name of the "Named Insured" except an automobile owned in whole or in part or licensed in the name of such "Additional Insured".

#### 2. Coverage Territory

The insurance afforded under this form applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

#### 3. Two or More Automobiles

When two or more automobiles are insured hereunder the terms of this form shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects third party liability Limit of Insurance as shown on the "declarations".

#### **DEFINITIONS**

When used in this endorsement:

#### "Additional Insured" means:

- (a) Council, Commission or Committee Members of the "Named Insured";
- (b) Trustees, Board Members, Directors, Partners or Executive Officers created by the "Named Insured's" charter, constitution, by-laws or any other similar governing document;
- (c) Foster Parent and Kinship Care Provider. In no event shall the term Kinship Care Provider include Kinship Service Providers. Customary Care Providers are included in this definition only if caring for a child under the supervision of the "Named Insured" in formal customary care as evidenced by a Customary Care Agreement with the "Named Insured";
- (d) Employees or volunteers.

### 2. "Another Object" includes

- (a) a vehicle to which the automobile is attached; and
- (b) the surface of the ground and any object therein or thereon.
- 3. "Automobiles Operated Under Contract" means automobiles operated in the business of the "Named Insured" as shown in the "declarations" where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".
- 4. "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.

- 5. **"Claim"** means a civil proceeding or demand in which compensatory damages, 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.
- 6. "Declarations" means the "declarations" page, including any associated schedules of coverage, applicable to this policy.
- 7. "Hired Automobiles" means automobiles hired or leased from others with or without drivers, used under the control of the "Named Insured" in the business as shown in the "declarations" but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".
- 8. "Insured" means the "Named Insured" and any "Additional Insured".

#### STATUTORY CONDITIONS

The insurance provided under this coverage is subject to the Standard Non-Owned Automobile Policy the Automobile Statutory Conditions approved by the Superintendent of Insurance for the Province in which this policy is issued and available upon request from the Insurer.

#### **FURTHER CONDITIONS**

The coverage provided by this form is subject to the following endorsements:

#### NINETY DAY TERMINATION ENDORSEMENT

It is understood and agreed that Automobile Statutory Conditions - Termination clause is amended to read as follows:

- 1. This contract may be terminated,
  - (a) by the Insurer giving to the "Insured" ninety days' notice of termination by registered mail;
  - (b) by the "Insured" at any time on request.
- 2. Where this contract is terminated by the Insurer,
  - (a) the Insurer shall refund the excess of premium actually paid by the "Insured" over the pro rata premium for the
    expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum
    retained premium specified; and
  - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.
- 3. Where this contract is terminated by the "Insured", the Insurer shall refund as soon as practicable the excess of premium actually paid by the "Insured" over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5. The Ninety days mentioned in clause (a) of sub-condition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

#### **CONTRACTUAL LIABILITY ENDORSEMENT - S.E.F. NO. 96**

It is understood and agreed that Item 3. of INSURING AGREEMENT - THIRD PARTY LIABILITY of this form is amended to read as follows:

3. for any liability assumed by any person insured by this form voluntarily under any contract or agreement other than those stated below:

All written contracts entered into by the "Insured".

#### **EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT - S.E.F. NO. 99**

In consideration of the premium for which this form is issued, it is understood and agreed that "Hired Automobiles" as shown under the DEFINITIONS of this form is hereby amended to read as follows:

The term "hired automobiles" as used in this form means automobiles:

- (a) hired or leased from others with drivers; or
- (b) hired or leased by the "Named Insured" from others without drivers

for periods not exceeding thirty (30) days, used under the control of the "Named Insured" in the business as shown in the "declarations" but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".

### LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES S.E.F. 94 EXTENSION ENDORSEMENT

#### THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE NON-OWNED AUTOMOBILE FORM

Words and phrases that appear in quotation marks have special meaning. 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".

#### **INSURING AGREEMENT**

#### **Legal Liability For Damage To Hired Automobiles**

The insurer agrees to indemnify the "Insured" against the liability imposed by law upon the "Insured" or assumed by the "Insured" under any contract or agreement for loss or damage arising from the care, custody or control of "hired automobiles" as defined in such form and resulting from loss or damage thereto, caused solely by:

- Subsection 1. ALL PERILS from all perils;
- Subsection 2. COLLISION OR UPSET caused by collision with another object or by upset;
- Subsection 3. COMPREHENSIVE from any peril other than by collision with "another object" or by upset;
  Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this Subsection 3.
- **Subsection 4. SPECIFIED PERILS -** caused by fire, lightning, theft or attempt thereat, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

#### **DEDUCTIBLE AGREEMENT**

Each occurrence causing loss or damage covered under any subsection and shown on the "declarations" except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate "claim" in respect of the Insurer's liability and shall be limited to the amount of loss or damage in excess of the deductible amount, if any, stated in the applicable subsection hereof.

#### TWO OR MORE AUTOMOBILES

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this Insuring Agreement.

#### **EXCLUSIONS**

The Insurer shall not be liable:

- 1. for loss or damage to any automobile while personally driven by the "Insured" if the "Insured" is an individual; or
- 2. under any subsection hereof for loss or damage
  - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
  - (b) to any automobile while being used without the consent of the owner thereof, or
  - (c) caused directly or indirectly by contamination by radioactive material; or
  - (d) to contents of trailers or to rugs or robes; or
  - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
  - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - (g) for any amount in excess of the limit stated in the "declarations" and expenditures provided for in the ADDITIONAL AGREEMENTS of the form to which this endorsement is attached; or
- 3. under subsections 3. Comprehensive; 4. Specified Perils for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the "Insured", or by any employee of the "Insured" engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the form provides insurance under subsections 1. or 2.

#### **ADDITIONAL AGREEMENTS**

The insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the insured is legally liable.

THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

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

## REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES ENDORSEMENT (O.E.F. 98B)

#### THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE NON-OWNED AUTOMOBILE FORM

Words and phrases that appear in quotation marks have special meaning. 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 "Insured".

#### Purpose of this endorsement:

This endorsement alters the coverage provided by this Form with respect to "claims" in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased.

#### How the policy coverage is changed:

The Insurer also agrees to pay on behalf of any "Insured" who, in the business of the "Named Insured" as shown in the "declarations", leases an automobile for a period of not more than thirty (30) days in their own name, all sums which such "Insured" is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s). The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the "Insured".

Underlying coverage available to the "Insured" includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease and lessee are used as equivalent to rented, rent and renter.



	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 <a href="http://www.lloyds.com/common/privacy-and-cookies-statement">http://www.lloyds.com/common/privacy-and-cookies-statement</a>.

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 <a href="mailto:info@lloyds.ca">info@lloyds.ca</a>. 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:

<u>General Insurance OmbudService (GIO):</u> 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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