|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
21830-LEXP0001**

INSURED NAME: The Well Hamilton o/a The Well Restauant & Bar

INSURED ADDRESS: 487 Church Sreet

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** | 11/17/2022 |
| **to:** | 11/17/2023 |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$610.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

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**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

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* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
21833-LEXP0002**

INSURED NAME: 1307761 Ont Ltd. o/a Leopard's Lounge and Broil

INSURED ADDRESS: 25 Chatham Street

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** | 11/20/2022 |
| **to:** | 11/20/2023 |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$610.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

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**Making a Claim**

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**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
21834-LEXP0003**

INSURED NAME: Lee Brother's Limited o/a Cheetah's Of Windsor

INSURED ADDRESS: 86 Chatham Street

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** | 11/20/2022 |
| **to:** | 11/20/2023 |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$610.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
21875-LEXP0004**

INSURED NAME: Station on Jasper LP o/b 1765024 Alberta ltd.

INSURED ADDRESS: 10524 Jasper Avenue

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** | 11/25/2022 |
| **to:** | 11/25/2023 |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$610.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
21928-LEXP0005**

INSURED NAME: The Well Hamilton o/a The Well Hamilton

INSURED ADDRESS: 161 Wellington Street

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** | 12/2/2022 |
| **to:** | 12/2/2023 |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$390.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

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* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
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**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

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* 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 where obtaining consent would compromise the availability or accuracy of the information
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**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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Toll free number: 1-877-225-0446

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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**IMPORTANT INFORMATION**

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**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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:

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

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As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

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**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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

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When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
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* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

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* Investigating or preventing financial abuse
* For communication with the next to kin or authorized representative of an injured, ill or deceased individual
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* Witness statement necessary to assess, process or settle insurance claims
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There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

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**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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Attention: Complaints Officer

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

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

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

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**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

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Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

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Québec: (418) 525-0337

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* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

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* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

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**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

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* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
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There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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:

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

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**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

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When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

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* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

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**We** will not use **Your** personal information for marketing purposes and **We** will not sell **Your** personal information to other parties.

**How We use Your information**

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* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

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* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
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There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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Lloyd’s Underwriters

Attention: Complaints Officer

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

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**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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:

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

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As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

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**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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

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When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
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* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

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* Investigating or preventing financial abuse
* For communication with the next to kin or authorized representative of an injured, ill or deceased individual
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* Witness statement necessary to assess, process or settle insurance claims
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There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

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**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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Attention: Complaints Officer

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

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

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

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**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

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Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

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Québec: (418) 525-0337

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* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

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* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

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**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

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* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
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There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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:

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

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**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

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When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

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* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

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**We** will not use **Your** personal information for marketing purposes and **We** will not sell **Your** personal information to other parties.

**How We use Your information**

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* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

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* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
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There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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Lloyd’s Underwriters

Attention: Complaints Officer

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

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**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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:

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

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As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

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**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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

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When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
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* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

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* Investigating or preventing financial abuse
* For communication with the next to kin or authorized representative of an injured, ill or deceased individual
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* Witness statement necessary to assess, process or settle insurance claims
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There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

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**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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Attention: Complaints Officer

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

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

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

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**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

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05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

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**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.

|  |  |
| --- | --- |
|  | COMMERCIAL LEGAL EXPENSES INSURANCE  Effected with certain Lloyd’s Underwriters through  Lloyd’s Approved Coverholder (“the **Coverholder**”):  Jones DesLauriers Insurance Management Inc.  2375 Skymark Avenue  Mississauga, Ontario, Canada, L4W 4Y6 |

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**.

**DECLARATIONS**

**POLICYNO:  
-**

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

|  |  |
| --- | --- |
| **from:** |  |
| **to:** |  |
|  | (both days at 12:01 a.m. Standard Time at the Address of the Insured). |

PREMIUM :$.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

PER OCCURRENCE LIMIT: $100,000.00

**GENERAL AGGREGATE LIMIT: $250,000.00**

**DEDUCTIBLE: $500.00**

This **Policy** consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

|  |
| --- |
| IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates at Lloyd’s whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B6083172200368** (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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.  NOTICE  Any notice to the **Underwriters** may be validly given to the Coverholder.  **In witness whereof** this **Policy** has been signed asauthorized by the **Underwriters**, by **Jones DesLauriers Insurance Management Inc.**  **Per ………………………………………………………………………** |

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

In the event of an occurrence likely to result in a claim under this **Policy**, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D

15 April 2022

**COMMERCIAL LEGAL PROTECTION POLICY**

Please read this **Policy** carefully and ensure that **You** understand its terms including, but not limited to: the cover being provided; the conditions relating to the cover; and the exclusions to cover.

**IMPORTANT INFORMATION**

The following information in this section does not change the terms and conditions set out in this **Policy** itself but highlights important benefits **You** are entitled to.

**Making a Claim**

As soon as **You** are aware of any situation that might result in a claim **You** must report it immediately at **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**.

**You** will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which **You** incur before **We** give consent will not be covered.

**Lloyd’s Underwriters’ Policyholders’ Complaints Protocol**

**Underwriters** strive 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 they 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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY**

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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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec Insureds:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If **You** have a complaint specifically about **Underwriters’** complaints handling procedures, **You** may contact the FCAC.

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION (LSW1543D)**

**Who We are**

**We** are the Lloyd's Underwriter(s) identified in the Table attached to Agreement No. **B6083172200368** insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information **We** collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

**What personal information We collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

* Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
* Policy information (policy number, policy amounts, policy terms)
* Claim information (claim number, information relating to a potential or existing claim)
* Payment information (credit card details, bank account details, credit score)
* Other information related to **Your** insurance cover or a claim only for legitimate business purposes

**We** also collect personal information about **You** when **You** visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online 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.

**How We use Your information**

By purchasing insurance from **Underwriters**, **You** provide **Us** with **Your** explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to **Your** understanding of the nature, purpose and consequences of the collection, use or disclosure of **Your** personal information.

Information is generally collected, used, disclosed and stored in order to provide **You** with the insurance products that **You** have requested, including to:

* Identify **You** and provide **You** with insurance cover
* Communicate with **You** and **Underwriters’** policyholders
* Calculate, collect or refund premiums
* Underwrite insurance policies and facilitate insurance policy administration
* Evaluate and process claims
* Detect and prevent fraud, carry out anti-money laundering and sanctions checks
* Investigate and prosecute fraud
* Meet **Our** regulatory and other legal obligations
* Enforce terms or exercise rights under the insurance policy
* Analyze insurance risk and business results
* Improve **Our** services and offerings
* Provide general client care
* Defend or prosecute legal claims
* Renew **Your** insurance policy
* Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, **We** may share **Your** personal information with other third parties that **We** have engaged to provide services on **Our** behalf, or who otherwise assist **Us** in providing **You** with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

**We** will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. **We** will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using **Your** Personal Information solely to provide **Underwriters** with the specific service for which they were engaged, and for no other purpose. **You** can obtain more information about **Our** policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting **Us** as described below, under the section “How to Contact Us”.

Some of these entities may be located outside Canada, therefore **Your** information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in **Your** province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

**We** may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of **Our** assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of **Underwriters** or **Our** business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

**We** may also share **Your** Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where **We** are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

**Authority to collect, use and disclose personal information**

When **You** share information with **Us** for particular purposes, such as providing **You** with insurance, **You** give **Us** explicit consent to collect, use and disclose **Your** information for those purposes. Canadian law also authorizes **Us** to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

* 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 where obtaining consent would compromise the availability or accuracy of the information
* Witness statement necessary to assess, process or settle insurance claims
* Information that is produced in the course of an individual’s employment, business or profession

There may be situations where **We** need **Your** additional consent to collect, use, and disclose information about **You**. In those situations, **We** will ask **You** for consent separately. **You** do not have to give **Your** consent and, subject to legal and contractual restrictions, **You** can withdraw **Your** consent to **Us** collecting, using and disclosing **Your** information at any time. However, withdrawing **Your** consent may affect **Our** ability to provide **You** with insurance cover or other services.

**Retention and security**

**We** retain personal information for as long as necessary to provide **You** with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When **Your** Personal Information is no longer required, **We** will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

**We** use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although **We** will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of **Your** information.

**How to access Your personal information**

Subject to certain exceptions provided by applicable law, **You** have the right to access **Your** personal information, request corrections about **Your** personal information if **You** identify any inaccuracies, and request that **We** delete **Your** information. If **You** would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about **Underwriters’** policies and practices, answer questions about the collection, use, disclosure or storage of personal information by **Underwriters** and their service providers located outside Canada, as well as discuss any complaints **You** may have regarding the collection, use and disclosure of **Your** personal information.

**Changes**

**We** may amend this Privacy notice from time to time as **Our** business evolves, in response to legal developments, as new technologies become available, or as **We** introduce new features, products or services.

When **We** make changes to wording of this Privacy notice **We** will revise the “last updated” date at the bottom of this Privacy notice. **You** should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes **We** will, as appropriate prominently post these changes to our Site or notify registered Users directly.

**How to contact Us**

Further information about **Underwriters’** personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from **Your** broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

05/19

LSW1543D

**COMMERCIAL LEGAL PROTECTION POLICY WORDING**

1. **INSURING AGREEMENT**

## **We** will indemnify **You** (up to the applicable **Policy Limits** and minus the **Excess**)under the **Heads of Cover** listed at clause 3 below, subject always to the full terms of this **Policy**.

# **DEFINITIONS**

## For the purposes of this **Policy**, the following terms shall have the respective meanings set out below when they appear in bold in this **Policy** regardless of whether they appear before or after the place in this **Policy** where they are defined. Grammatical variations of such terms shall have corresponding meanings.

## **Aggregate Claims Limit** means the amount specified in the Declarations to this **Policy** being the maximum amount **We** will pay to **You** for any and all **Claims** during the **Policy Period**.

## **Any One Claim** means all **Claims** arising from the same originating cause, event or circumstances which will be treated as a single **Claim** for the purposes of this **Policy**.

## **Applicable Law** means, with respect to any **Person**, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such **Person**, property, transaction, event or matter and includes any interpretation, bulletins, circular letters, guidelines, instruments, provisions, and policy statements published or issued in respect of any such Law by any **Person** having jurisdiction over it, or charged with its administration or interpretation and also shall include (but not be limited to) any economic and trade sanctions, anti-bribery laws and personal data laws and regulations.

## **Appointed Professional** means any legal advisor, financial advisor or other professional advisor or third-party **Person** appointed by the **Claims Manager** to act on **Your** behalf.

## **Business Premises** means the premises from which **You** conduct and/or undertake **Your Core Business Activities**.

## **Claim** means a claim under this **Policy** related to a **Dispute** which is made and communicated in accordance with clause 5.3during the **Policy Period**.

## **Claim Amount** means the amount of indemnity being claimed by **You** from **Us** for a **Claim**.

## **Claims Manager** means IPG Claims (Canada) or such other **Person** as **We** may authorise from time to time to handle and administer **Claims** notified under this **Policy** on **Our** behalf.

## **Core Business Activities** means the principal areas or activities that **You** are founded on orare focused on and from which **You** derive a majority of **Your** turnover.

## **Court or Tribunal** means a court, tribunal or other statutory body of competent jurisdiction within Canada.

## **Coverholder** means Jones DesLauriers Insurance Management Inc..

## **CRA** means the Canada Revenue Agency.

## **Dispute** means any civil legal proceeding or action in a **Court** **or Tribunal** either commenced by **You** or commenced against **You** by an **Opponent**, or reasonable pre-action steps taken in anticipation of such civil legal proceeding, which relates to **Your Core Business Activities** andwhich fallswithin one of the **Heads of Cover**.

## **Employee** means any person in an employee relationship with **You** and who is currently on the **Your** payroll, and for whom **You** remit income tax, employment insurance premiums and Canada Pension Plan payments and have done so during all of, or a portion of, the **Policy Period.**

## **Excess** means the agreed amount specified in the Declarations to this **Policy** that **You** are required to pay towards a valid **Claim** in respect of each valid **Claim** before **We** are liable to pay to **You** the remaining amount of indemnity for such **Claim**, subject always to the **Policy Limits**.

## **GST** means Goods and Services Tax and including but not limited to, where relevant, Provincial Sales Tax (PST), Quebec Sales Tax (QST) and Harmonized Sales Tax (HST).

## **Heads of Cover** means the heads of cover listed in this **Policy** at clause 3 which **We** will indemnify **You** for in accordance with the terms of this **Policy**.

## **Opponent** means any third-party **Person** who **You** are engaged in a **Dispute** with.

## **Opponent’s Costs** means the legal fees and disbursements of an **Opponent** arising from a **Dispute** which are either:

### ordered by a **Court or Tribunal** to be paid by **You** to an **Opponent**; or

### agreed by the **Claims Manager** in a negotiated settlement with an **Opponent** as payable by **You** to an **Opponent**.

## **Person** means any individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organisation or other legal entity.

## **Policy** means the insurance contract entered into between **You** and **Us** which consists of this policy wording and the Declarations.

## **Policy Limits** means the maximum amounts **We** will pay under this **Policy**, as stated in the Declarations to this **Policy**, in respect of **Any One Claim** and **Aggregate Claims Limit**.

## **Policy Period** means the period for which this **Policy** is in force as specified in the Declarations to this **Policy**.

## **Relating To** means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## **Statutory Business Licence** means a licence granted to **You** by the Canadian government or a government authority which is utilised by **You** to conduct **Your Core Business Activities**.

## **Underwriters** means the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B6083172200368, each being an “**Underwriter**”.

## **Us/We/Our** means the **Underwriters**.

## **You/Your** means the commercial entity named as ‘Insured’ in the Declarations to this **Policy**.

## **Your Costs** means the reasonable legal and/or professional fees and disbursements an **Appointed Professional** incurs on **Your** behalf in the course of pursuing or defending a **Claim** which are payable by **You** to the **Appointed Professional**.

# **HEADS OF COVER**

## **Head of Cover: Debt Recovery**

### **We** will indemnify **You** for **Your Costs** arising from a **Dispute** with an **Opponent** where **You** are owed payment under an invoice which has not been settled despite the payment terms having expired.

### Any **Claim** in relation to clause 3.1.1 shall be subject to the following process:

### Stage 1:

#### **You** must log on to [●] / contact [●] and complete the template letter with the applicable details and send this letter to the debtor.

#### If on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter **You** have not received payment, **You** can move to stage 2.

### Stage 2:

#### **You** must notify the **Claims Manager** of the amount due via claims notification details provided.

#### An **Appointed Professional** will then send a letter on **Your** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

#### If payment is still not forthcoming, the recovery will become a **Claim** under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

### **We** will not indemnify **You** under this **Head of Cover** for any debt sum of less than $2,500 (two thousand five hundred Canadian dollars) for the initial pre-court proceedings stage (clause 3.1.2.1 and clause 3.1.2.3 above) and such amount shall rise to any debt sum of less than $1,000 (one thousand Canadian dollars) if the matter becomes a claim under clause 3.2.1 (**Head of Cover**: Contractual Disputes).

## **Head of Cover: Contractual Disputes**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** between **You** and **Your** **Opponent** in respect of an alleged breach, whether by **You** or by **Your** **Opponent**, of the terms of a written contract entered into by **You** and **Your** **Opponent** for the supply of goods and/or services.

### Any **Claim** in relation to clause 3.2.1 shall be subject to the following conditions:

#### The **Claim Amount** must be greater than either:

##### $1,000 (one thousand Canadian dollars); or

##### the applicable small claims threshold stipulated by the **Court or Tribunal** in which proceedings relating to the **Dispute** are to be commenced.

#### The **Claim Amount** must not exceed a maximum of 75% (seventy-five percent) of the total amount in **Dispute**.

#### Written notice of the **Dispute** must have been served by/on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### A **Dispute** which relates to any contract other than for the supply of goods and/or services.

#### A **Claim** where the conditions in clause 3.2.2 have not been met or otherwise waived by **Us** in **Our** sole discretion.

#### A **Dispute** which relates to any contract entered into by **You** in respect of which coverage under any other **Head of Cover** in this **Policy** is applicable and therefore indemnity shall be provided in accordance with the terms of that **Head of Cover**, subject to the terms of that **Head of Cover**.

#### A **Dispute** which relates solely to non-payment where **You** or an **Opponent** has failed to pay in a timely manner in accordance with the terms of the relevant contract save for where **You** have completed the debt recovery process outlined in clause 3.1 (Head of Cover: Debt Recovery).

#### A **Dispute** in which an allegation is made that **You** have breached a professional obligation or duty.

#### A **Dispute** arising from a contract:

##### for employment;

##### for the provision of insurance, securities, credit or guarantees;

##### **Relating To** a motor vehicle;

##### **Relating To** the occupation of property including leases, tenancy agreements or a licence to occupy;

##### **Relating To** the sale or purchase of real property.

## **Head of Cover: Employment Disputes**

### **We** will indemnify **You** against **You Costs** and **Your Opponent’s Costs** arising from a **Dispute** made or brought against **You** by an **Employee** arising out of their contract of employment with **You** or an alleged breach of their statutory rights under employment or human rights legislation insofar as it relates to their employment.

### Any **Claim** in relation to clause 3.3.1 shall be subject to **You** having obtained the advice of the Legal Information Service as to the procedure to be adopted and **You** following and acting on that advice with due diligence:

#### prior to carrying out any disciplinary procedure or taking any disciplinary action, such action being specifically authorized by the Legal Information Service;

#### prior to the dismissal of an **Employee,** such dismissal being specifically authorized by the Legal Information Service;

#### prior to instituting an individual lay-off or a lay-off programme the terms, procedure and application of such action being specifically authorized by the Legal Information Service;

#### upon notification formally or informally express or implied of a complaint of sexual and/or racial and/or disability discrimination and/or other unlawful discrimination;

#### prior to altering the terms and conditions of employment of an **Employee** (other than in respect of increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested to do so by the **Employee**,such alteration or refusal of alteration being specifically authorized by the Legal Information Service;

#### on becoming aware of any cause event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following an **Employee** walking out with or without written notice.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### any business transfer or purported business transfer;

#### any collective agreement covering a group of **Employees** who are represented by a union;

#### any law or duty relating to the rights of **Employees** to engage in, or abstain from engaging in, union activities;

#### the duty to notify, meet, discuss, consult or bargain with any **Employee** or representative, including collective bargaining agreements;

#### claims arising from strikes, work stoppages, boycotts, picketing, lockouts or other industrial action;

#### a **Dispute** arising during the ninety (90) days following the inception of this **Policy**.

## **Head of Cover: Legal Defence**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in defending a **Dispute Relating To**:

#### a police investigation or prosecution for an alleged criminal offence;

#### a civil action against a trustee **of** a pension fund set up for the benefit of your **Employees**;

#### a civil action for compensations alleging a failure to comply with relevant protection of privacy legislation;

#### a Notice or Production, Notice of Violation or allegation of breach of Federal Anti-Spam Legislation;

#### an investigation or prosecution against **You** under applicable occupational health and safety legislation.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### any **Dispute Relating To** theownership, use or operation of a motor vehicle, e-scooter or electric bicycle;

#### any offence alleging a refusal to comply with a request by a designated person carrying out their duties and functions under Federal Anti-Spam Legislation;

#### any offence alleging the obstruction or hinderance, or that a person knowingly made a false or misleading statement or provided false or misleading information to, a designated person who is carrying out their duties and functions under the Federal Anti-Spam Legislation.

## **Head of Cover: Property Disputes**

### **We** will indemnify **You** against **Your Costs** and **Your Opponent’s Costs** arising from a **Dispute** relating to:

#### the possession of real property **You** own, tenant or occupy;

#### nuisance or trespass to real property **You** own, tenant or occupy;

#### physical damage to real property **You** own, tenant or occupy;

#### a landlord or tenant and the obtaining and serving of eviction orders,

### Any **Claim** in relation to clause 3.5.1 shall be subject to:

#### **You** will suffer financial loss if **You** do not pursue or defend the **Dispute**;

#### **You** having correctly served any and all required statutory and/or contractual notices prior to bringing a **Claim**

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** **Relating To**:

#### mining, subsidence, heave or landslide;

#### a contract other than a lease or a license for the use of real property to which **You** are party;

#### non-payment or review of rent or service charges;

#### planning, building regulations or decisions, expropriation, compulsory purchase orders or other controls imposed by any governmental, quasi-governmental, public or local authority;

#### the renewal of a lease or other contract to use real property.

## **Head of Cover: Personal Injury**

### **We** will indemnify **You** and, at **Your** request, **Your** director, officer, partner or **Employee** for **Your Costs** and **Your Opponent’s Costs** in pursuing a **Dispute** following a specific or sudden accidentwhich causes physical injury or death.

### Any **Claim** in relation to clause 3.6.1 shall be subject to the following conditions:

#### The injured person must have **Your** agreement to make a **Claim** under this **Policy**;

#### the injury must have been sustained away from **Your Business Premises** and while engaged in **You Core Business** Activities.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### a **Dispute** with any provincial workers’ compensation board;

#### psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

#### any **Dispute Relating To** theuse or operation of a motor vehicle;

#### defending an injured person’s rights, other than in a counterclaim.

## **Head of Cover: Statutory Business Licence Protection**

### **We** will indemnify **You** for **Your Costs** and **Your Opponent’s Costs** incurred in seeking to protect **Your** rights under a **Statutory Business Licence** that is under threat of suspension, revocation or amendment, which, if not disputed, will have a material impact on **Your** ability to conduct **Your** **Core Business Activities**.

### Any **Claim** in relation to clause 3.7.1 shall be subject to the condition that the **Statutory Business Licence** that is the subject of the **Claim** must be utilised by **You** to generate at least 20% (twenty percent) of **Your** gross operatingincome.

### **We** will not indemnify **You** under this **Head of Cover** for any **Dispute** relating to a **Statutory Business Licence** which is:

#### suspended, revoked or amended as a result of a general industry wide or broader policy or action rather than for a reason particular to **You**;

#### a first application for or standard renewal of a **Statutory Business Licence** due to lapse of time; or

#### due to a suspension, revocation or amendment arising from a change in **Applicable Law**.

## **Head of Cover: Tax Audit**

### **We** will indemnify **You** for **Your Costs** in responding to an official audit or investigation by the **CRA** in respect of a required tax filing duly made by **You**.

### Any **Claim** in relation to clause 3.8.1 shall be subject to the following conditions:

#### Written notice of an audit by the **CRA** must have been served on **You** no earlier than 90 (ninety) calendar days following the inception of this **Policy**, evidence of which **You** shall promptly provide to **Us** upon written request.

#### In relation to the returns which are the subject of the audit or investigation by the **CRA**, **You** must have:

##### appointed a suitably qualified and licenced accountant or tax professional to file **Your** tax returns;

##### filed all returns and responded to all demands within the relevant statutory time limits; and

##### made all payments for due taxes and provided all necessary documentation to the **CRA** within the relevant time limits.

#### **You** must notify the **Claims Manager** as soon as possible if **You** are in receipt of a notice of audit and in any event no later than the date on which the final notice from the **CRA** notifying **You** of the end of an audit is received by **You** from the **CRA** as, from that date, the **Claim** will be deemed finalised and **Your Costs** will no longer be covered by this **Policy**.

### **We** will not indemnify **You** under this **Head of Cover** for:

#### routine responses to requests for information and other contacts with the **CRA** which do not amount to an audit in the above outlined circumstances.

#### costs which are not directly incurred in relation to the audit which is the subject of the **Claim**. If **Your** **Appointed Professional** conducts additional work outside of the scope of the **Claim**, costs will be apportioned as appropriate to ensure that only those costs directly incurred in relation to the audit are indemnified.

#### costs incurred as a result of an audit arising from a change in **Applicable Law** (including but not limited to the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)),which has retrospective effect.

#### costs incurred in relation to action taken by the Criminal Investigations Program of the **CRA** once an audit or investigation is transferred to that division.

#### costs in relation to tax avoidance schemes or other attempts to avoid due payment of tax or superannuation of any kind.

#### costs in relation to any investigation or audit following a failure to properly register for **GST**.

# **GENERAL EXCLUSIONS APPLICABLE TO ALL HEADS OF COVER**

## Cover is excluded under this **Policy** in respect of any **Claim**:

### arising from outside of Canada;

### arising from an appeal, unless otherwise agreed by the **Claims Manager**;

### arising from a **Dispute** between **You**, **Us**, the **Coverholder** and/or **Claims Manager**;

### arising from a **Dispute** between **You** and any parent, subsidiary or otherwise related entity (including but not limited to franchisor/franchisees) or any trust operated by **You**;

### where **You** have in place other insurance which indemnifies **You** for the same **Claim**, or where **You** are required by **Applicable Law** to have such a policy, whether one is in place or not;

### where **We** have suffered prejudice due to **Your** deliberate, intentional or reckless failure to take all reasonable steps to avoid a **Claim** arising;

### where **You** have acted with any criminal intent or have otherwise recklessly or through omission committed criminal act(s);

### where **You** have breached a term of this **Policy** in relation to that **Claim**;

### **Relating To** one of the following:

#### building work or construction;

#### franchise agreements;

#### planning laws or regulations;

#### intellectual property of any kind, including but not limited to patents, copyrights, trademarks, passing off, registered designs and similar;

#### a warranty or guarantee;

#### subsidence, land heave, land slip, mining or quarrying;

#### allegations of defamation of any kind or malicious falsehood;

#### judicial review;

#### any Provincial Worker’s Compensation Board or the Federal Workers’ Compensation Scheme.

## Notwithstanding any other provision, clause or term of this **Policy** and/or any endorsement thereof to the contrary, this **Policy** excludes and does not insure any **Claim**, loss, liability, damage, cost, fine, penalty, expense or other sum of any kind whatsoever **Relating To**, whether directly or indirectly and/or regardless of any other cause or event contributing concurrently or in any other sequence thereto, a **Communicable Disease** and/or any fear or threat (whether actual or perceived) thereof.

## For thepurposes of this clause, **Communicable Disease** means any infectious, communicable or contagious disease; and/or any other disease, or any mutation or variation thereof, which:

### can be caused by any substance or agent including, but not limited to, a virus, bacterium, parasite, microorganism or any other pathogen (whether living or not); and

### can be transmitted from organism to organism regardless of the method of transmission including, but not limited to, by direct or indirect airborne transmission; bodily fluid transmission; transmission from or to any surface or object, solid, liquid or gas.

## For the avoidance of doubt **Communicable Disease** includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.

## This **Policy** excludes cover for any fines, damages, compensation, taxes, penalties or interest which **You** are ordered to or agree to pay and no payment will be made by **Us** in respect thereof, unless **We** expressly agree in writing to provide cover and to make payment.

# **CLAIMS CONDITIONS**

## In the event of:

### a **Claim** arising under this **Policy**;or

### the receipt by **You** of notice from any **Person** of a specified and definite intention to make a **Claim** against **You**;or

### any cause, event, **Dispute** or circumstance which may give rise to a **Claim**,

## **You** must, as soon as practicable, give written notice to the **Claims Manager** to the following address: **legalexpense@ipgclaims.com**. If the matter is an emergency then **You** may report it by telephone at **416-933-3305**. Any delay in reporting the above by **You** may prejudice **Your** position under this **Policy** including but not limited to your right to receive a payment in respect of such **Claim** under this **Policy**.

## It is a condition to indemnity being provided under this **Policy** that **You** receive formal written confirmation from the **Claims Manager** that **Your Claim** is covered before **You** start incurring **Your Costs** or **Opponent’s Costs**. Any costs incurred by **You** before the **Claim** has formally been accepted by the **Claims Manager** are not covered under this **Policy**.

## Claims Made and Notified

### This is a “claims made” **Policy**, which means that **You** shall only be indemnified for **Claims** where:

#### **You** first become aware of the cause, event, **Dispute** or circumstance giving rise to the **Claim** during the **Policy Period**; and

#### **You** first notify the **Claim** to the **Claims Manager** during the **Policy Period**.

## Upon accepting the **Claim**, the **Claims Manager** will engage an **Appointed Professional** on **Your** behalf and will appoint any further professionals (for example legal counsel) as necessary and appropriate in its opinion throughout the course of the **Claim**.

## **You** must authorise and instruct the **Appointed Professional** and any further professionals to cooperate fully with and to comply promptly with the requests and directions of the **Claims Manager** at all times throughout the duration of the **Claim**.

## **You** must comply promptly with all requests for information or other forms of assistance made by either the **Claims Manager** or **Appointed Professional** that are in **Your** power to provide in connection with the investigation, defence or settlement of any **Claim** or investigation of any circumstances which may give rise to a **Claim** in respect of which **You** seek indemnity under this **Policy** including but not limited to attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

## **You** must where possible take all reasonable and necessary steps to recover any costs paid by **Us** and recoverable by **You** and have these costs paid directly to **Us**.

## **You** must advise the **Claims Manager** in writing immediately if **You** receive an offer to settle or compromise a **Claim** and must not admit liability for, settle or make or promise any payment in respect of any **Claim**, circumstance or event which is likely to be the subject of indemnity under this **Policy** without the prior written approval of the **Claims Manager**.

## **We** can, at any time during the course of a **Claim**, pay to **You** an amount equal to the **Claims Manager’s** reasonable view of the value of the **Claim** in full and final settlement of the **Claim**.

## If **You** fail to accept the advice of the **Appointed Professional** to settle a **Claim**, **We** shall be permitted to refuse to indemnify **You** under this **Policy** from the date on which **You** refuse such advice.

## **We** will not make any payment under this **Policy** until such time as **You** have paid and exhausted the **Excess**.

## **We** shall be entitled, if **We** so desire, to take over and conduct in **Your** defence or settlement of any **Claim**, or to prosecute in **Your** name for **Our** benefit and at **Our** expense, any **Claim**.

# **REQUIREMENT FOR REASONABLE PROSPECTS OF SUCCESS**

## All **Claims** under this **Policy**, however arising,are subject to the following:

### the action taken by **You** in pursuing or defending the **Claim** must be reasonable and proportionate with regard to the costs to be expended, and there must not be a more appropriate manner in which to protect **Your** interests; and

### the **Dispute** must have a reasonable prospect of success by **You**. This means that in the opinion of the **Claims Manager** (considering the advice of the **Appointed Professional** if appointed) **You** have a better than 50% (fifty percent) chance of achieving a positive outcome in the **Dispute**.

### For the purposes of clause 6.1.2 above, a “positive outcome” means it is found that **Your** version of events are determined to be more likely to be true than those of **Your Opponent** and therefore the decision will go in **Your** favour.

## Having reasonable prospects of success is an ongoing requirement and if prospects fail to meet the above threshold at any point during the course of a **Claim**, indemnity under this **Policy** will be withdrawn. If **You** choose to continue the defence or pursuit of a case in those circumstances it will be at **Your** own cost, but should **You** ultimately achieve a positive outcome (as defined at clause 6.1.3 above) **We** will reimburse **You** for any reasonable costs or disbursements **You** fail to recover from **Your** **Opponent** within the **Policy Limits**.

## The **Claims Manager** will provide **You** with written reasons if it decides that the **Claim** does not meet the reasonable prospects of success requirement. If **You** disagree with the **Claims Manager** over whether a **Claim** has such prospects or not, **You** can either:

### at **Your** own expense seek an opinion from independent legal counsel. If this opinion changes the **Claims Manager’s** view (in its sole discretion), **We** will reimburse **You** for the cost of the opinion (subject to **Policy Limits**) and **Your Claim** shall be covered from that point subject to the terms and conditions of this **Policy**; or

### access **Our** Complaints process set forth above.

# **MISREPRESENTATION AND NON-DISCLOSURE**

## If **You**:

### fail to disclose any matter which **You** are under a duty to disclose by **Applicable Law** to **Us**; or

### make a misrepresentation to **Us** prior to the inception date of this **Policy**,

## to the extent such actions or inactions are:

#### fraudulent, without prejudice to the other rights **We** may have, however arising, under this **Policy**, **We** shall have the right to avoid this **Policy**;

#### non-fraudulent, if **We** would have entered into this **Policy** on different terms (including, but not limited to, the premium payable) having been aware of such actions or inactions, **Our** liability in respect of any **Claim** shall be reduced to what it would have been had the concealment, misrepresentation or non-disclosure not taken place.

# **FRAUD AND DISHONEST CONDUCT**

## If **You** make a fraudulent **Claim** under this **Policy**, **We:**

### are not liable to pay the **Claim**; and

### may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and

### may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

## If **We** exercise **Our** right under clause 8.1.3 above:

### **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

### **We** need not return any of the premiums paid.

# **CANCELLATION RIGHTS**

## **You** shall have the right to cancel this **Policy**:

### by the surrender of this **Policy** to **Us;** or

### by giving at least ten (10) calendar days’ advance written notice to **Us**, stating when thereafter such cancellation will be effective; or

### in the event that **We**:

#### cease underwriting or formally announce **Our** intentionto do so whether entirely or in a class of business which includes this **Policy**; or

#### are the subject of an order or resolution for winding up, enter into a run-off arrangement, are subject to a scheme of arrangement, appointment of administrators, provisional liquidators or announce an intention to take any of the foregoing actions; or

#### have authority to carry on insurance business withdrawn,

### by providing written notice of **Your** intent to cancel this **Policy**.

## **We** shall have the right to cancel this **Policy** by giving **You** at least three (3) days’ notice in writing of the date from which this **Policy** will be cancelled, where such notification may be delivered personally or posted to **You** at the address last notified to **Us**, in the following circumstances:

### in accordance with **Applicable Law**; or

### if **You** failed to comply with **Your** duty of disclosure in accordance with **Applicable Law**; or

### where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of this **Policy**; or

### where **You** have failed to comply with a provision of this **Policy**, including the term relating to payment of premium; or

### where **You** have made a fraudulent **Claim** under this **Policy** or under some other contract of insurance that provides cover during the same period of time that this **Policy** covers **You**;

### where an act or omission by **You** has the effect of altering the state or condition of the subject-matter of the contract or of allowing the state or condition of that subject-matter to alter.

## If **You** or **We** cancel this **Policy** **We** may deduct a proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of this **Policy** **We** incur and any government taxes or duties **We** cannot recover.

# **INSOLVENCY**

## If at any point during the **Policy Period** or duration of a **Claim** **You** file for bankruptcy; file a winding up petition; go into liquidation; enter any arrangement with creditors; or have a receiver or administrator appointed, **You** will not be entitled to any further indemnity under this **Policy** and **We** will immediately cease to provide any benefits under this **Policy** and **We** will refuse to make any further indemnity payment.

# **TERRORISM / WAR / CONTAMINATION EXCLUSION (SCOR based on NMA2918)**

## Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage cost or expense.

## For the purpose of this clause 11 an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear.

## This clause 11 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

## If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

## In the event any portion of this clause 11 is found to be invalid or unenforceable, the remainder shall remain in full force and effect to the maximum extend permitted by **Applicable Law**.

# **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION (NMA2962)**

# It is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly **Relating To** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

# **CYBER RISKS EXCLUSION (SCOR based on LMA5484)**

## This **Policy** does not cover **Your Costs** or **Your Opponent’s Costs** for, incurred as a result of, arising out of or **Relating To** a **Cyber Act** or **Cyber Incident**.

## For the purposes of this clause: -

## **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other **Person**.

## **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## **Cyber Incident** means:

* + 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
    2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. Any combination of clause 13.3.1and 13.3.2 above.

# **STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION**

## Notwithstanding anything contained herein to the contrary, this **Policy** excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly **Relating To** riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

# **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE (SCOR based on NMA 1622)**

## This Policy does not cover

## loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

## any legal liability of whatsoever nature

## directly or indirectly caused by or **Relating To**

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# **GENERAL CONDITIONS**

## Confidentiality

## **You** will not, without **Our** prior written consent, disclose the existence of this **Policy** to any **Person** or party outside **Your** organisation except insofar as is required in order to comply with the terms of this **Policy** or by **Applicable Law**.

## Subrogation

## In the event of any payment under this **Policy**, **We** will be subrogated to the extent of such payment to all **Your** rights of recovery. In such case **You** will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable **Us** effectively to bring suit in **Your** name.

## How **GST** Affects **Claim** Payments

## If **You** are registered for **GST** then **We** will not be liable to indemnify **You** for any element of **GST** which you are able to recover by claiming input tax credits.

## Sanction Limitation and Exclusion (SCOR based on LMA3100)

## **We** shall not be deemed to provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom, Australia or United States of America.

## Amendments

## Any amendment of a clause, condition, term or provision of this **Policy** must be set out in writing and signed by **You** and **Us**.

## Third Party Beneficiary Rights

## **We** and **You** do not intend to create in any other **Person** the status of a third-party beneficiary, and this **Policy** will not be construed so as to create such status.

## Assignment

### The provisions of this **Policy** shall inure to the benefit of and be binding upon **You** and neither this **Policy** nor any right, authority or obligation arising under it may be assigned, transferred or otherwise disposed of, in whole or in part, by **You** without **Our** prior written consent.

## Notices

## Any notice, including notice of termination or breach of this **Policy** or any statutory notice or any notice relating to **Applicable Law** required or permitted to be given to **Us** shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air-mail if overseas) to the **Coverholder** at the address set forth in the Declarations.

## Law and Jurisdiction

## This **Policy** will be governed by and interpreted pursuant to the laws of the Province where this **Policy** was issued and the federal laws of Canada. Any terms of this **Policy** which are in conflict with the statutes of the province where the **Policy** is issued are amended to conform to such statutes.

## Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Canada.

## Service of Suit Clause (Canada) (Action against Insurer) (SCOR Based on LM5028B)

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

## Waiver

## No provision of this **Policy** shall be deemed waived by a course of conduct. Any waiver must be in writing signed by **Us** and **You** and stating specifically that it was intended to modify this **Policy**. No waiver of any provision of this **Policy** shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

## Severability

## If any provision of this **Policy** is, for any reason, held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of this **Policy** shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by **Applicable Law**.