



ENCON Group Inc.
500 – 1400 Blair Place
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Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.encon.ca

Policy

Errors and Omissions Insurance for Associations

POLICY NUMBER:	SRD526879	REPLACING POLICY:	SRD508746
CLIENT NUMBER:	114639	BROKER:	RUBAN INSURANCE BROKERS INC

DECLARATIONS

- SPONSORING ENTITY: THE CANADIAN ASSOCIATION FOR SPIRITUAL CARE (CASC);
L'ASSOCIATION CANADIENNE DE SOINS SPIRITUELS (ACSS);
AS PER INDIVIDUAL CERTIFICATE
 - SPONSORING ENTITY'S
Address: 27-1267 DORVAL DR
OAKVILLE ON L6M 3Z4
 - Policy Period: from 01 June 2019 to 01 June 2020
at 00:01 local time at the address
shown above without tacit renewal
 - Limits of Liability: \$ as per Individual Certificate
 - Deductible: \$ as per Individual Certificate
 - Premium: \$ as per Individual Certificate
- * All amounts shown in Canadian dollars
- Retroactive Date: As per Individual Certificate
 - These Declarations provide the INSURED with coverage under the policy wording (AS35E-SRD-16-CAN/QUE) which is attached hereto.
 - Endorsements forming part of this policy at issuance: 1 to 10
 - INSURERS:

Aviva Insurance Company of Canada	25.0%
Temple Insurance Company	25.0%
Everest Insurance Company of Canada	20.0%
Arch Insurance Canada Ltd.	15.0%
XL Reinsurance America Inc.	15.0%

It is agreed that the above INSURERS are binding themselves, severally and not jointly, each in its layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

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

INSURANCE MANAGER: ENCON Group Inc.
 500-1400 Blair Place
 Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this policy of insurance.

Dated: 25 March 2019



David G. Cook, President
Authorized Representative

Policy

Errors and Omissions Insurance for Associations

This is a claims-made and reported policy. Please read the entire policy carefully.

Terms in capital letters have special meaning. Please refer to the definitions section of this policy (Part I).

Part I – Definitions

As used in this policy, the following words or expressions shall mean:

1. **Bodily Injury**

Bodily injury, physical injury, sickness, disease, mental anguish, mental suffering or shock, including death resulting from any of these at any time.

2. **Claim**

Any written or oral allegations received by the INSURED resulting from an error, omission or negligent act in the rendering of INSURED SERVICES.

3. **Damages**

Compensatory DAMAGES, including all pre-judgment and post-judgment interest.

4. **Fissionable Substance**

Any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

5. **Insurance Manager**

The insurance administrator under this policy, who is duly authorized to issue this policy as well as to issue and receive notices under this policy for and on behalf of the INSURERS, and whose name and address appear in the Declarations. The INSURANCE MANAGER is not a party to this contract of insurance.

6. **Insured**

- (a) INSURED MEMBERS;
- (b) any present or former employee of the INSURED MEMBER while acting within the scope of their duties for the INSURED MEMBER.

7. **Insured Member**

All members of the SPONSORING ENTITY, as mentioned in the Declarations who presently subscribe to this insurance contract.

8. **Insured Services**

Those services as defined in Endorsement No. 1.

9. **Insurers**

The insurance companies whose names appear in the Declarations. It is agreed that such INSURERS are binding themselves severally and not jointly, each in its own layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

10. **Loss**

One or more CLAIMS resulting from the same or related error, omission or negligent act in the rendering of INSURED SERVICES, regardless of the number of suits, claimants or INSUREDS. Such CLAIMS will be considered first reported within the policy period in which the earliest CLAIM was reported and subject to that single limit of liability.

11. **Nuclear Energy Hazard**

The radioactive, toxic, explosive or other hazardous properties of RADIOACTIVE MATERIAL.

12. **Nuclear Facility**

- (a) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium, uranium, or any one or more of them;
- (b) any equipment or device designed or used for:
 - (i) separating the isotopes of plutonium, thorium, uranium, or any one or more of them;

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

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

13. Pollution

Emission, release, discharge, dispersal, escape or disposal of smoke, gases, vapours, soot, fumes, acids, alkalis, toxic substances, waste materials, irritants, contaminants or pollutants into or upon land or any water of any description no matter where located or how contained, or into any drainage or sewage system, or into the atmosphere.

14. Radioactive Material

Uranium, thorium, plutonium, neptunium, their respective derivatives and other compounds, radioactive isotopes of other elements and any other substances that the Canadian Nuclear Safety Commission may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

15. Sponsoring Entity

The SPONSORING ENTITY named in the Declarations.

Part II – Insuring Agreements

1. General Agreements

In consideration of the premium indicated in the Declarations, and in reliance upon the attachments to and the statements made in the application form, and subject to the terms, conditions and limitations contained in this policy, the INSURERS agree:

- (a) to pay on behalf of the INSURED all sums which the INSURED shall become legally obligated to pay as DAMAGES because of a CLAIM first made and reported to the INSURANCE MANAGER during the policy period resulting from an error, omission or negligent act in the rendering of INSURED SERVICES by the INSURED:

- (i) during the policy period; or
- (ii) before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER, but after the retroactive date (if one is shown in the Declarations), provided that on the effective date of this policy the INSURED did not know of the CLAIM or of the circumstance that could reasonably have given rise to the CLAIM;
- (b) to pay on behalf of the SPONSORING ENTITY all sums which the SPONSORING ENTITY shall become legally obligated to pay as DAMAGES because of its vicarious liability for the acts of the INSURED and provided a CLAIM and any action instituted in respect of the CLAIM is brought against the SPONSORING ENTITY and the INSURED.

This policy of insurance, subject to its terms, conditions and limitations, applies to CLAIMS first made against the INSURED and reported to the INSURANCE MANAGER during the policy period.

2. Defence and Other Payments

With respect to the insurance afforded by the General Agreements of Part II of this policy, the INSURERS further agree:

- (a) that they shall have the right and duty to defend the INSURED in any suit first brought against the INSURED before a court of civil jurisdiction in Canada or the United States of America;
- (b) to pay any premium payable under guarantee bonds required to release attachments and any premium payable on appeal bonds but without any obligation to apply for or furnish any such bonds;
- (c) to pay the reasonable and necessary legal, adjusting, investigating or expert expenses incurred for the defence of CLAIMS for which coverage is provided by this policy;
- (d) to pay costs taxed against the INSURED following a judgment by a court of civil jurisdiction;
- (e) to reimburse INSUREDS for the reasonable expenses incurred by the INSURED to assist in the investigation and defence of the CLAIM at the request of the INSURANCE MANAGER. Such expenses shall include the amount paid in salaries up to a total of five hundred dollars (\$500) per day, paid to INSUREDS who, in lieu of work, attend at discoveries, mediation, trial, coroner's inquest or human rights tribunal as part of the defence of a CLAIM;
- (f) the INSURERS shall have no duty to defend a CLAIM which arises from demands or proceedings first brought against the INSURED outside Canada or the United States of America.

Where it is the duty of the INSURED to defend, the INSURED shall not select defence counsel

without the INSURANCE MANAGER'S written consent, which shall not be unreasonably withheld. The INSURERS shall have the right and shall be given the opportunity to effectively associate with the INSURED in the investigation, defence and settlement of any CLAIM for which coverage is provided under this policy. The payment of sums provided for in Item 2 of Part II shall be on a current basis.

3. The payment of the sums provided for in Item 2 of Part II is to be considered an integral part of the applicable limit of liability of the INSURERS as it erodes the limit of liability.

4. The INSURERS' obligation to defend any CLAIM ends once the available limit of liability is exhausted.

5. Territory

This policy applies to CLAIMS which give rise to demands or proceedings against the INSURED anywhere in the world.

Part III – Exclusions

The coverage afforded under this policy does not apply to:

1. Asbestos Liability Bodily Injury

CLAIMS for DAMAGES for BODILY INJURY which is actually or allegedly, in whole or in part, directly or indirectly, caused by, based upon or in any way involving asbestos or any material derived therefrom in whatever form or quantity.

This exclusion applies to such CLAIMS regardless of any other cause or event (whether insured or not) contributing concurrently or in any sequence to the occasioning of the BODILY INJURY.

2. Bankruptcy/Insolvency

CLAIMS resulting from the bankruptcy or insolvency of the INSURED MEMBER.

3. Care, Custody and Control

CLAIMS resulting from damage caused to property in the care, custody or control of the INSURED or property over which the INSURED is for any purpose exercising control.

4. Deliberate, Dishonest or Fraudulent Acts

CLAIMS resulting from deliberate, dishonest, criminal or fraudulent acts committed by the INSURED, unless it was done in order to protect persons or property, but this exclusion does not apply to any INSURED who is neither the author of nor an accomplice to the act.

5. Economic Return

CLAIMS resulting from representations, forecasts or estimates of profit, return on capital or economic return.

6. Fines, Penalties

CLAIMS resulting from any fines, penalties, punitive or exemplary damages.

7. Insured vs. Insured

CLAIMS initiated by one or more INSUREDS against any other INSURED.

8. Liability of Others

CLAIMS resulting from the liability of others assumed by the INSURED under a contract; however, this exclusion shall not apply to the INSURED'S legal liability for subconsultants contractually bound to the INSURED or for the INSURED'S liability for errors, omissions or negligent acts of the INSURED'S own employees.

9. Libel and Slander

CLAIMS resulting from DAMAGES resulting from:

(a) oral or written publication of material, declaration or interview by the media that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

(b) oral or written publication of material that violates a person's right of privacy.

10. Nuclear Energy

CLAIMS:

(a) resulting from any liability imposed by or arising under the Nuclear Liability Act; or

(b) with respect to which an INSURED under this policy is also insured under a contract of nuclear energy liability insurance (whether the INSURED is named in such contract or not and whether or not it is legally enforceable by the INSURED) issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability; or

(c) resulting directly or indirectly from the NUCLEAR ENERGY HAZARD arising from:

(i) the ownership, maintenance, operation or use of a NUCLEAR FACILITY by or on behalf of an INSURED;

(ii) the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY; and

(iii) the possession, consumption, use handling, disposal or transportation of FISSIONABLE SUBSTANCES, or of other RADIOACTIVE MATERIAL;

but this exclusion shall not be construed to apply in any commercial or medical radioactive isotopes.

11. Other Activities

CLAIMS resulting from the legal liability of the INSURED arising from the operation of any business enterprise, other than INSURED SERVICES.

12. Other Insurance

CLAIMS covered under another valid and collectible insurance policy. Any coverage provided by this policy shall be specifically excess of and shall not act in contribution with such other insurance policy.

13. Pollution

CLAIMS arising out of or attributable to POLLUTION.

14. Prior Knowledge

CLAIMS or circumstances, reported or not in the application, known to the INSURED before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER to the INSURED.

15. Related Entities

CLAIMS made against the INSURED, when such CLAIMS are made by another business:

- (a) owned totally or partially by an INSURED;
- (b) controlled or managed totally or partially by an INSURED;
- (c) which is directly or indirectly involved in any way in the ownership or management of an INSURED'S business; or
- (d) of which an INSURED is a partner, director, officer or employee.

This exclusion shall not apply where the interest held by such an entity in the INSURED, or interest held by the INSURED in such an entity, whether held as equity, ownership or voting rights, is less than or equal to ten per cent (10%).

16. War Risk

CLAIMS resulting from DAMAGES caused directly or indirectly by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection.

Part IV –

Computation of Amounts Payable by the Insurers

Limit of Liability of the Insurers

Subject, when applicable, to the deductible as stated in the Declarations, the liability of the INSURERS under Part II – Insuring Agreements of this policy is limited, for each LOSS and per policy period, to the amounts as stated in the

Declarations. It is agreed that the INSURERS and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the deductible referred to in the Declarations.

Part V – Conditions

1. Action Against the Insurers

No action or legal proceedings may be initiated against the INSURERS unless the INSURED has fully complied with the requirements of this policy.

2. Amendments

The terms of this policy may only be waived or changed by the INSURANCE MANAGER and then, only by written endorsement signed by the INSURANCE MANAGER. Such endorsement shall form a part of this policy.

3. Assignment

Assignment of interest under this policy shall not bind the INSURERS until their consent is endorsed hereon; if, however, the INSURED MEMBER should be adjudged bankrupt, insolvent or incompetent or die within the policy period, this policy shall cover the INSURED MEMBER'S legal representative as INSURED MEMBER. The INSURED MEMBER agrees that any notice of any kind the INSURANCE MANAGER mails to the INSURED MEMBER at the INSURED MEMBER'S last known address shall constitute notice to the INSURED MEMBER'S legal representatives.

4. Cancellation of Policy

(a) The INSURED MEMBER may cancel its coverage by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBER over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.

(b) The SPONSORING ENTITY may cancel the master policy by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBERS over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.

(c) The INSURANCE MANAGER may cancel the INSURED MEMBER'S coverage by giving to the INSURED MEMBER written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice; in the event of non-payment of premium, the termination

takes effect fifteen (15) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBER over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

- (d) The INSURANCE MANAGER may cancel the master policy by giving to the SPONSORING ENTITY written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBERS over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

5. **Conformity to Statute**

The terms of this policy that are in conflict with the terms of any applicable laws construing this policy, including the Quebec Civil Code, are hereby amended to conform to such laws.

6. **Continuity**

In the event this policy replaces, without interruption, a prior policy issued by the INSURANCE MANAGER, any CLAIMS or circumstances that could reasonably give rise to a CLAIM of which the INSURED is aware and which the INSURED reports to the INSURANCE MANAGER shall be deemed to have been reported on the date the INSURED first became aware of such CLAIM or circumstances and will be insured subject to the terms, conditions and limits of liability of the policy in force on such date.

7. **Co-operation of the Insured**

The INSURED must co-operate with the INSURANCE MANAGER and, at the request of the INSURANCE MANAGER, assist to effect settlement, forward proceedings, attend hearings and trials, assist in securing and giving evidence and in obtaining the attendance of witnesses.

The INSURED shall not, without the INSURANCE MANAGER'S approval and except at the INSURED'S own cost, voluntarily make any payment, assume any obligation or incur any expense.

8. **Insured Member Represents All Insureds**

The INSURED MEMBER, INSURERS and INSURANCE MANAGER agree that the INSURED MEMBER represents all INSURED'S of the INSURED MEMBER under this policy.

9. **Notice of Claim**

This is a claims-made and reported policy. The INSURED shall, as soon as practicable after being made aware of a CLAIM for which coverage would be afforded by this policy, provide written notice with the full particulars thereof to the INSURANCE MANAGER, ENCON Group Inc., at the address indicated in the Declarations.

If during the policy period the INSURED becomes aware of a circumstance which could reasonably give rise to a CLAIM, the INSURED shall give written notice thereof to the INSURANCE MANAGER as soon as practicable and prior to the date of the termination of the policy. Any such CLAIM received by the INSURED resulting from such circumstances shall be treated as a CLAIM made during the policy period in which such notice was given.

If the effective date of termination of the policy is a Saturday, Sunday or Statutory Holiday, any CLAIM presented to the INSURANCE MANAGER on the business day immediately following the termination date, will be deemed to have been reported within the policy period.

Notwithstanding the aforementioned, any late notice or absence of notice is cause of forfeiture of the rights of the INSURED, if the INSURERS sustain injury therefrom.

10. **Right to Audit**

The INSURANCE MANAGER may, at any time, inspect the premises of the INSURED MEMBER. In relation to the object of this policy, the INSURANCE MANAGER may also examine the financial records and files of the INSURED MEMBER during the policy period and during the two (2) years which follow its expiry or cancellation provided that prior notice of forty-eight (48) hours is given to the INSURED MEMBER.

11. **Settlement and Contestation of Claims**

In the event of a CLAIM, the INSURANCE MANAGER will not settle the LOSS without first obtaining the written consent of the INSURED MEMBER.

However, if a settlement is rendered impossible by the sole refusal of the INSURED MEMBER, the latter must continue the defence at the INSURED MEMBER'S own expense and the liability of the INSURERS will then be limited to the amount for which the CLAIM could have been so settled together with expenses incurred under the present policy at the date of such refusal.

12. **Severability of Interests**

In the event that a CLAIM is made against more than one INSURED, it is agreed that the obligation of the INSURERS under this policy is the same as if separate policies had been issued to each. Notwithstanding the number of INSURED'S involved, the total amount payable hereunder on behalf of all INSURED'S shall not exceed the INSURERS' limit of liability stated in the Declarations.

13. **Subrogation**

In the event of any payment under this policy, the INSURERS shall be subrogated to all the INSURED'S rights of recovery therefore against any person or organization and the INSURED shall execute and deliver instruments and papers and do

whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights.

14. Suspension of Permit or Provisional Administration

If the INSURED MEMBER has its permit or licence to practice suspended by virtue of the laws governing its practice, or if a provisional administration is imposed by governmental authority, notice must be given to the INSURANCE MANAGER within a period of not more than thirty (30) days from such suspension or provisional administration.



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Endorsement

Endorsement No.: 0001
Standard Form: I-2EO
Attached to and forming part
of Policy Number: SRD526879

Insured Services

It is agreed that Item 8 of Part I - Definitions is amended to read as follows:

8. Insured Services

Those services rendered by the INSURED, while acting within the scope of the INSURED'S duties as a counselling service and customary to that practice.

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



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Endorsement

Endorsement No.: 0002
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD526879

It is hereby agreed that Part V - Conditions, Item 4, Cancellation of Policy (b) is amended to read as follows:

4. Cancellation of Policy

- (b) The INSURERS or the INSURANCE MANAGER may cancel this policy by giving to the SPONSORING ENTITY written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect ninety (90) days after the date of the notice, in the event of non-payment of premium, the termination takes effect fifteen (15) days after the date of the notice. The INSURERS or INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBERS over the earned premium for the time on risk, such calculation to be made on a pro-rata basis.

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



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Endorsement

Endorsement No.: 0003
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD526879

Therapy and Counselling

I. It is hereby agreed that the INSURERS shall pay for the therapy and counselling of a sexually abused patient when an INSURED MEMBER has been found to be at fault under Section 3 of Bill 100 of the Regulated Health Professions Act 1991.

II. Computation of Amounts Payable by the INSURERS under this endorsement.

The maximum amount of liability of the INSURERS under this present endorsement shall be \$10,000 per INSURED MEMBER.

It is further agreed that the maximum amount of liability of the INSURERS under the present endorsement shall be \$100,000 per policy aggregate.

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



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Endorsement

Endorsement No.: 0004
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD526879

Retirement/Death/Disability/Cessation of Business

It is agreed that the following condition is added to Part V - Conditions of this policy:

15. Retirement/Death/Disability/Cessation of Business

If the INSURED MEMBER completely gives up the practice of his/her profession as defined under Item 8, Insured Services, of Part I - Definitions of this policy during the policy period due to his/her retirement/death/disability/cessation of business, the INSURED MEMBER has the right to an extension of cover granted hereunder with respect to any CLAIM or CLAIMS which may be made against the INSURED MEMBER during the policy period of twenty four (24) months from the date of retirement/death/disability/cessation of business, but only with respect to any INSURED SERVICES performed or omitted or alleged to have been performed or omitted by the INSURED MEMBER prior to his/her retirement/death/disability/cessation of business.

It is further agreed that this extension of coverage is only available on the condition that this policy remain in force, with the INSURANCE MANAGER. The acceptance by the SPONSORING ENTITY or the INSURED MEMBER of a new policy with another insurer relieves the INSURERS of any obligation stipulated under this endorsement.

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



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Endorsement

Endorsement No.: 0005
Standard Form: D-4EO
Attached to and forming part
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Disciplinary Action - Legal Expenses Coverage

It is agreed that the INSURERS agree to indemnify the INSURED MEMBER for LEGAL EXPENSES subject to a maximum of fifty thousand dollars (\$50,000) for the total of CLAIMS reported during the policy period, such expenses being reasonably incurred by the INSURED MEMBER while under investigation or when called upon to appear before a disciplinary committee formed by virtue of any provincial act or before any court called upon to adjudicate any infraction envisioned in the said act(s).

For the purpose of coverage provided by this endorsement, the following definition will apply:

16. Legal Expenses

All amounts payable by an INSURED to a lawyer for conferences, counselling, investigation preparation of documents and transcripts, and witness fees provided that such amounts are payable to the lawyer.

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



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Endorsement

Endorsement No.: 0006
Standard Form: BSRDTRAIL
Attached to and forming part
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Definition of Insured

It is agreed that Item 6 of Part I - Definitions is amended to include the following:

6. Insured

- (c) each and every personal corporation (one professional only) of an INSURED MEMBER is defined under Item (a) above, but solely with respect to the INSURED SERVICES rendered by the INSURED MEMBER

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



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Endorsement

Endorsement No.: 0007
Standard Form: P-2AEO
Attached to and forming part
of Policy Number: SRD526879

Penal Defence Reimbursement

It is agreed that the INSURERS will reimburse the INSURED MEMBER for legal costs, charges and expenses (excluding salaries or loss of income) incurred in defending the INSURED MEMBER for offences under the Criminal Code in respect of charges laid in Canada if the defence of such allegations proves to be "fully successful" and such allegations occurred during the course of the rendering of INSURED SERVICES of the INSURED MEMBER. For the purposes of this clause, "fully successful" means the withdrawal of charges, an acquittal or the return of a "not guilty" verdict.

It is further agreed that the maximum limit of liability of the INSURERS under the present endorsement shall be one hundred thousand dollars (\$100,000) per INSURED MEMBER per policy period.

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



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Endorsement

Endorsement No.: 0008
Standard Form: S-4EO
Attached to and forming part
of Policy Number: SRD526879

Absolute Abuse and Sexual Misconduct Exclusion

It is agreed that this policy shall not apply to any CLAIM resulting directly, indirectly, in whole or in part from any actual or alleged:

- (a) sexual, physical, psychological or emotional abuse, molestation or harassment committed by, at the direction of, or with the knowledge of any person insured by this policy; or
- (b) failure of any person insured by this policy to prevent sexual, physical, psychological or emotional abuse, molestation or harassment.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence to the LOSS.

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



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Endorsement

Endorsement No.: 0009
Standard Form: S-8AEO
Attached to and forming part
of Policy Number: SRD526879

Sublimit of Insurance - Intellectual Property
Infringement

It is agreed that the following definition is added to Part I - Definitions of this policy:

17. Intellectual Property Infringement

Any actual or alleged unauthorized use or violation by the INSURED of any intellectual property, including a certification mark, trademark (including collective or service mark), trade name, trade dress, trade secret or copyright, in the performance of INSURED SERVICES but does not include any domestic or foreign patent or patent-related rights.

It is further agreed that the sublimit of insurance indicated below applies to INTELLECTUAL PROPERTY INFRINGEMENT as defined herein:

Sublimit of Liability: \$50,000 per policy period

The sublimit of liability of the INSURERS under this endorsement shall be inclusive of the aggregate limit of liability of the INSURERS as stated in Item 4 of the Declarations.

It is also agreed that, should coverage be afforded under this policy for INFRINGEMENT or INTELLECTUAL PROPERTY INFRINGEMENT, this endorsement will supersede and replace the coverage provided in its entirety.

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



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Endorsement

Endorsement No.: 0010
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD526879

Cyber Security and Privacy Liability Extension

It is agreed that the INSURERS shall pay, on behalf of the INSURED MEMBER, up to a maximum sublimit of liability of \$100,000 per annual aggregate, per INSURED MEMBER for all LOSS that the INSURED becomes legally obligated to pay as a result of a CLAIM for CYBER SECURITY AND PRIVACY LIABILITY, and REMEDIATION AND NOTIFICATION EXPENSES.

It is further agreed that the maximum amount of liability of the INSURERS under the present endorsement shall be \$1,000,000 per policy aggregate.

This sublimit is eroded by the payment of the sums provided for in Item 2 of Part II - Insuring Agreements. Furthermore, this sublimit is included in and does not increase the limit of liability as stated in the Declarations. No deductible shall apply to this coverage.

BREACH EVENTS must initially be reported to the CYBER BREACH COACH by telephone at 844-772-9237.

The INSURED shall also report the BREACH EVENT and all CLAIMS to the INSURANCE MANAGER as soon as practicable and prior to the date of the termination of this policy.

Solely with respect to coverage provided by this endorsement, it is agreed that:

(a) CLAIM means:

any written or oral allegations of any actual or alleged:

- (i) DATA PERSONAL INJURY;
- (ii) PRIVACY BREACH; or
- (iii) SECURITY BREACH;

received by the INSURED and resulting from an error, omission or negligent act arising out of the operations of the INSURED MEMBER.

(b) LOSS means:

- (i) DAMAGES and sums provided for in Item 2 of Part II - Insuring Agreements resulting from a CLAIM for CYBER SECURITY AND PRIVACY LIABILITY, and REMEDIATION AND NOTIFICATION EXPENSES; and

- (ii) one or more CLAIMS resulting from the same or related error, omission or negligent act arising out of the operations of the INSURED MEMBER, regardless of the number of suits, claimants or INSUREDS. Such CLAIMS will be considered first reported within the policy period in which the earliest CLAIM was reported and subject to that single sublimit of liability.

It is further agreed that, for the purposes of coverage provided by this endorsement, the following definitions apply:

1. Breach Event(s)

A circumstance where REMEDIATION AND NOTIFICATION EXPENSES may arise.

2. Breach Notice Law

Any law or regulation that requires an organization to notify persons that their PERSONAL INFORMATION was or may have been accessed or acquired without their authorization.

3. Cyber Breach Coach

Legal counsel designated by the INSURANCE MANAGER for consultative services with respect to BREACH EVENT(S).

4. Cyber Security and Privacy Liability

Any actual or alleged:

- (a) DATA PERSONAL INJURY;
- (b) PRIVACY BREACH; or
- (c) SECURITY BREACH;

arising out of the operations of the INSURED MEMBER.

5. Data

Representations of information or concepts in any form.

6. Data Personal Injury

PERSONAL INJURY arising out of the distribution or display of DATA, by means of an Internet website, the Internet, an intranet, an extranet or similar device or system designed or intended for electronic communication of DATA.

7. Intellectual Property

Intellectual property, including a certification mark, trademark (including collective or service mark), trade name, trade dress, trade secret or copyright, but does not include any domestic or foreign patent or patent-related rights.

8. Personal Information

Information about an individual that constitutes non-public personal information as defined in Canada by the federal Personal Information and Electronic Documents Protection Act or any other similar protection laws of any Canadian province or foreign country.

9. Personal Injury

Injury, including consequential BODILY INJURY, arising out of one or more of the following:

- (a) oral, written or electronic publication that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services; or
- (b) oral, written or electronic publication that violates a person's right of privacy.

10. Privacy Breach

Unauthorized access, use or disclosure of PERSONAL INFORMATION that is in the care, custody or control of the INSURED MEMBER either in an electronic or physical format.

11. Remediation and Notification Expenses

CYBER BREACH COACH fees as well as reasonable and necessary expenses incurred by the INSURED MEMBER due to a SECURITY BREACH or PRIVACY BREACH for:

- (a) the use of a computer security expert to determine the existence and cause of a SECURITY BREACH or PRIVACY BREACH;
- (b) the determination of persons whose PERSONAL INFORMATION was accessed or acquired without their authorization;
- (c) advertising, public relations or other media services to mitigate any actual or potential negative publicity resulting from any SECURITY BREACH or PRIVACY BREACH;
- (d) broadcast, electronic, printed telecast or telephonic announcements, communications or notices to notify individuals whose PERSONAL INFORMATION was accessed or acquired without their authorization;
- (e) legal fees incurred to determine the applicability of and actions necessary by the INSURED MEMBER to comply with BREACH NOTICE LAW due to a PRIVACY BREACH; and
- (f) credit monitoring services for a period not exceeding twelve (12) months from the date of the SECURITY BREACH or PRIVACY BREACH.

However, REMEDIATION AND NOTIFICATION EXPENSES do not include any internal salary or overhead expenses of the INSURED nor does it include costs, money or securities paid by the INSURED to the author of a cyberextortion threat. Cyberextortion, in the context of this definition, means a demand for money or something else of value in exchange for not carrying out a threat to commit harm to computers, information systems or DATA.

It is agreed that the INSURANCE MANAGER'S consent to expenditure of such REMEDIATION AND NOTIFICATION EXPENSES must be obtained prior to being incurred.

12. Security Breach

Any failure to prevent:

- (a) unauthorized access to or use of any computer software, network or electronic information system, or the unauthorized introduction or transmission of a computer virus or similar program; or
- (b) unauthorized access to, use or disclosure of THIRD PARTY CORPORATE INFORMATION that is in the care, custody or control of the INSURED MEMBER, either in an electronic or physical format.

13. Third Party Corporate Information

Information of a third party not insured under this policy which is not available to the general public and is provided to the INSURED MEMBER subject to a mutually executed written confidentiality agreement or which the INSURED MEMBER is legally required to maintain in confidence.

However, THIRD PARTY CORPORATE INFORMATION does not include any PERSONAL INFORMATION or INTELLECTUAL PROPERTY.

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