

CAMRT Professional Liability Wording



QBE

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

Important Information

Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You Do Not Need to Tell Us Anything That:

- reduces the risk we insure you for;
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If You Do Not Tell Us Something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Code of Consumer Rights & Responsibilities

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

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

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Notice Concerning Personal Information

Any personal data provided to the **insurer** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at <https://qbeeurope.com/privacy-policy/>. Alternatively the **insured** may contact the **insurer's** Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

Resolving Complaints & Disputes

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your **policy** number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

200 Bay Street, Suite 2930, P.O.Box 51, Toronto, Ontario, M5J 2J2

E-mail: info@lloyds.ca

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

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

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

Toll free number: 1-877-225-0446

www.giocanada.org

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

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

The FCAC can be reached at:

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

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

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

www.fcac-acfc.gc.ca

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Policy Schedule

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|-----------------------------------|--|
| Policy Number | CB20A454B |
| UMR | B1284CB20A454B |
| Canadian Intermediary | BMS Canada Risk Services Ltd. 825 Exhibition Way, Suite 209, Ottawa, Ontario K1S 5J3 |
| Association Entity | Canadian Association of Medical Radiation Technologists |
| Association Entity Address | 180 Elgin Street, Suite 1300, Ottawa, ON K2P 2K3 |
| Professional Service | Medical Radiation Technologists |
| Policy Period | From: 1 st January 2021 To: 1 st January 2022 Both days at 12.01 a.m. Local Standard Time at the address of the Insured. |
| Limit of liability | Coverage A – Professional Liability: CAD 5,000,000 each and every claim or series of claims arising out of one event and in the aggregate per member. |
| Sublimits of indemnity | Coverage A – Professional Liability: <u>Regulatory Legal Expense</u> Up to CAD 75,000 per claim but limited to CAD 125,000 in the aggregate per individual policy as specified in the individual Evidence of Insurance. <u>Criminal Defense Reimbursement</u> Up to CAD 125,000 per claim but limited to CAD 125,000 in the aggregate per individual policy as specified in the individual Evidence of Insurance <u>Sexual Abuse Therapy Fund</u> CAD 25,000 in the aggregate per member. <u>Breach of Copyright</u> CAD 50,000 in the aggregate per member. <u>Loss of Earnings</u> CAD 750 per member per day. |

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| | <p><u>Libel and Slander Extension</u></p> <p>Up to CAD 50,000 per claim but limited to CAD100,000 in the aggregate per individual policy as specified in the individual Evidence of Insurance.</p> <p><u>Loss of Documents Extension</u></p> <p>Up to CAD 50,000 per claim but limited to CAD100,000 in the aggregate per individual policy as specified in the individual Evidence of Insurance.</p> <p><u>Privacy Event Costs Extension</u></p> <p>CAD 50,000 in the aggregate per member.</p> <p><u>Economic Loss Extension</u></p> <p>CAD 100,000 in the aggregate per member</p> <p><u>Coroner’s Inquest Expense Coverage:</u></p> <p>CAD50,000 in the aggregate per member</p> |
| Retroactive date | N/A |
| Deductible | NIL |
| Premium | As indicated on each individual Certificate of Insurance |
| Payment Terms | Monthly, within sixty (60) days after the end of the month. |
| Coverage Extensions | Extended Reporting Period (as fully defined in the policy endorsement attached). |
| Notification of Claims to: | <p>In Respect of All Cyber Liability Claims: BMS Canada Risk Services Ltd. 825 Exhibition Way, Suite 209, Ottawa, ON K1S 5J3</p> <p>In Respect of All Other Claims: Crawford & Company (Canada) Inc. 123 Front St. W., Toronto, ON M5J 2M2 Toll Free: 1-877-805-9168 Email: BMSclaims@crowco.ca</p> |
| Policy Wording | CAMRT Professional Liability Wording |
| Territorial Limits | Worldwide |
| Claims Jurisdiction | Canada |
| Governing Law | This policy will be governed by and interpreted in accordance with the law and jurisdiction of your province of residence or |

as determined by the relevant Insurance Acts(s).

Endorsements Attaching to and Forming Part of Coverage A – Professional Liability

Right to Appeal
Right to Contest
Regulatory Legal Expense Coverage
Criminal Defense Cost Reimbursement
Economic Loss Liability
Sexual Abuse Therapy and Counselling Fund (Claims Made)
Breach of Copyright
Loss of Documents
Cyber Liability and Network Security Extension
Privacy Event Costs Extension
Libel and Slander
Coroner's Inquest Expense
Breach of Privacy
Breach of Warranty of Authority
Dishonesty of Employees Liability
Locums
Mergers and Acquisitions

Additional policy Clauses

LMA3100 Sanction Limitation and Exclusion Clause
LMA3333 Re(Insurers) Liability Clause
LMA5028 Service of Suit Clause (Canada)
LMA5180 Intention for AIF to Bind Clause
LMA5185 Made in Canada Clause

Notices Attaching to and Forming Part of the policy

Notice Concerning Personal Information
LSW1542F Lloyd's Underwriters' **policyholder's** Complaints Protocol
LSW1565C Lloyd's Underwriters Code of Consumer Rights and Responsibilities

Conformity Clause

It is noted and agreed that wherever the words "Underwriters" and "Insurer" appear in this **policy** they shall be deemed to be synonymous.
It is further noted and agreed words in the masculine gender within this **policy** shall include the feminine.

Your policy

Policy Wording

OUR AGREEMENT

This **policy** is a legal contract between **you** and **us** and is made up of the **policy** Wording and the **policy Schedule**. **You** pay **us** premium and **you** may access the benefit of cover under the **policy**, provided that **you** meet the eligibility criteria at the time.

There Are Also:

- conditions and exclusions which apply to specific covers or sections;
- general exclusions,
- general conditions,
- claims conditions,
- and other terms,

which apply to how this **policy** operates.

Deductible

If **you** make a claim, **you** must pay the **deductible** set out in the **policy Schedule** for every claim **you** make unless specified otherwise. The **deductible** is inclusive of **costs and expenses**.

How Much We Will Pay

The most we will pay in respect of any **claim** is the **limit of indemnity** or any applicable **sublimit**.

The most **we** will pay in the **policy period** is the **aggregate limit**.

The most **we** will pay for cover under the Additional benefits where a **sublimit** applies is set out in the **policy Schedule**.

Section 1: Coverages

In consideration of payment of the premium by **you**, **we** will cover you in accordance with the definitions, terms, conditions, **limit of indemnity**, **sub-limits of indemnity**, **deductibles**, exclusions and endorsements, if any, of this **policy**. The words in bold are specially defined and can be found in the definitions section.

Coverage A – Professional Liability

1. Insuring agreement

We will pay **your** civil liability for **loss** from any **claim**:

- first made against **you** during the **policy period**,
- because of **injury** that takes place in the **territorial limits**, and
- the **injury** arises solely out of the performance of or failure to perform **your professional services** in connection with **your business**.

2. Additional benefits

The following additional benefits form part of the coverage **we** will provide **you** under **Coverage A – Professional Liability**:

Good Samaritan Acts

We agree to indemnify **you** for **your** civil liability for **loss** arising from any **claim** first made against **you** during the **policy period** because of **injury** that takes place in the **territorial limits** and the **injury** arises solely out of **your** performance of a **good samaritan act**.

Immediate medical relief

We agree to indemnify **you** for expenses **you** incur for immediate medical relief to others as is imperative at the time of an accident for which coverage is otherwise available under this Policy.

Section 2: Exclusions

We will not be liable under this **policy** in respect of any **claim, inquiry or loss**, or **our** liability to indemnify under any extension or additional benefit, unless expressly stated to the contrary:

Abuse, molestation and sexual abuse

arising directly or indirectly, based upon, attributable to or in consequence of any actual or alleged verbal, physical or sexual abuse, act of molestation or physical interference of or with any person, including a **claim**:

- arising directly or indirectly from **abuse** you committed or are alleged to have committed, including the transmission of disease arising out of any act of **abuse**;
- based on **your** practices of **employee** hiring, acceptance of **volunteer workers** or supervision or retention of any person alleged to have committed **abuse**; or
- alleging knowledge by **you** of, or failure to report, the alleged **abuse** to the appropriate authority.

Advertising injury

arising directly or indirectly from:

- a) breach of contract including liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract;
- b) the failure of goods, products or services to conform with advertised quality or performance;
- c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- d) advertising activities undertaken on behalf of another party by any insured engaged in the business of advertising or undertaken for a fee;
- e) the oral, broadcast, telecast, online, or written publication of material whose first publication took place before the inception of the period of insurance;
- f) an offence committed by **you** when **your business** is advertising, broadcasting, publishing, internet design, internet service providing or telecasting.
- g) the unauthorized use of any other party's name, product, email address, domain name, metatag or similar to intentionally mislead any other party's potential customers.

Alcohol, Narcotics and Intoxicants

arising directly or indirectly from, based upon, attributable to or in consequence of **you** being under the influence of alcohol, intoxicants or narcotics.

Asbestos and silica

arising directly or indirectly from, based upon, attributable to, or in any way connected with asbestos, asbestos fibres, asbestos dust, asbestos containing materials or exposure to silica, silica products, silica fibres or silica dust other than in respect to the

provision of **your professional services** for an asbestos-related disease.

Claims jurisdiction

in respect of any **claim**, judgment, award, payment, costs or expenses or settlement delivered, made or incurred outside of the **claims jurisdiction** stated in the **policy schedule** (including any enforcement action or transfer proceedings with respect to such **claim**, judgment, award, payment, costs or expenses or settlement either in whole or in part).

Contractual Liability

arising directly or indirectly, from any liability assumed under a contract or agreement or guarantee (including but not limited to an indemnity and liquidated damages) unless:

- **you** have assumed a liability under contract by reason of having contracted out of the operation of proportional liability legislation; or
- such liability would have attached in the absence of such contract or agreement.

Damage to Products

arising directly or indirectly from:

- property damage to **products** if the damage is attributed to any defect in them or to their inherent nature or unsuitability; or
- repairing or replacing **products** as a result of **your** workmanship or **your** supervision of workmanship.

Damage to property

arising directly or indirectly from **property damage**:

a) to property owned or occupied by or rented (except as provided for by the 'Tenant's legal liability' clause) to **you**, or to property held by **you** for sale or entrusted to **you** for storage or safekeeping;

b) except with respect to liability under sidetrack agreements, crossing agreements, rights of way, or other like privileges pertaining to railway property, or the use of elevators or escalators at premises owned, rented to or controlled by you, to

- property while on premises owned by or rented to **you**;
- tolls or equipment while being used by **you** in performing **your** operations;
- property in **your** custody which is to be installed, erected or used in construction by **you**;
- that particular part of any property, not on premises owned by or rented to **you**:
 - i) upon which operations are being performed by **you** at the time the **property damage** arises out of such operations, or
 - ii) out of which any **property damage** arises, or

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| | <ul style="list-style-type: none"> iii) the restoration, repair or replacement of which has been made necessary by reason of faulty workmanship thereon by or on your behalf; • to that particular part of your products out of which property damage arises; • to that particular part of your work out of which property damage arises. |
| Deductible | the amount of the deductible as applicable and stated in the policy schedule . |
| Directors and Officers and Superannuation Trustee | arising directly or indirectly from, based upon, attributable to, or in consequence of you acting in the capacity of a director or officer of a company, association or other legal entity or in the capacity of a superannuation trustee. |
| Dishonesty and Recklessness | arising directly or indirectly from, based upon, attributable to or in consequence of the performance of your professional services that is: <ul style="list-style-type: none"> • criminal, dishonest, fraudulent, malicious or reckless; • a deliberate breach of contract, professional duty or any law; or • a deliberate infringement of copyright, trademark, registered designs or patent. |
| Electronic data | arising directly or indirectly to <ul style="list-style-type: none"> • erasure, destruction, corruption, misappropriation, misinterpretation of data, or • erroneously creating, amending, entering, deleting or using data including any loss of use arising therefrom. |
| Expected or intended bodily injury | arising directly or indirectly to bodily injury , either expected or intended by you |
| Financial loss | arising directly or indirectly to pure financial loss not consequent upon bodily injury or property damage . |
| Fungus, mould, spores | arising directly or indirectly to <ol style="list-style-type: none"> a) any fungus, mould, mildew or yeast; or b) any spore or toxins created or produced by or emanating from such fungus, mould, mildew or yeast; or c) any substance, vapour, gas or other emission or organic or inorganic body substance produced by or arising out of any fungus, mould, mildew or yeast; or |

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| General Anesthesia | <p>d) any material, product, building component, building or structure or any concentration of moisture, water or other liquid within such material, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any fungus, mould, mildew, yeast or spore or toxins emanating therefrom;</p> <p>regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, liability or costs and expenses.</p> |
| Jurisdictional Limits | <p>arising directly or indirectly from any operation or procedure carried out under general anaesthesia unless performed in a hospital.</p> <p><u>With respect to the coverage provided under Coverage A – Professional Liability</u></p> <ul style="list-style-type: none"> • brought in a court of law within the territorial limits of the United States of America or its territories or protectorates; or • arising out of the enforcement of any judgment, order or award obtained within, or determined pursuant to the laws of the United States of America or its territories or protectorates; or • which we are prohibited from paying by law in the jurisdiction concerned. |
| Libel, Slander or Breach of Privacy | <p><u>With respect to the coverage provided under Coverage A – Professional Liability</u></p> <p>caused by:</p> <ol style="list-style-type: none"> a) the 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. b) the oral or written publication of material that violates a person’s right of privacy. |
| Limit of liability | <p>exceeding the limit of liability stated in the policy schedule.</p> |
| Licenses | <p>arising directly or indirectly from, based upon, attributable to, or in consequence of you or your contractors actually or allegedly not being licensed, registered, or accredited to provide the professional services.</p> |
| Nuclear | <p>arising directly or indirectly from, based upon, attributable to, or in consequence of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste which is from the combustion of any nuclear fuel.</p> |

Obligations to Employees

arising directly or indirectly from, based upon, attributable to, or in consequence of

- **bodily injury** of any **employee**; or
- damage to or destruction of any property of any **employee** including loss of use of property, arising out of, or in the course of their employment with **you**;
- any dispute in connection with employment; or
- any compensation that is available or would normally be available under any Employers Liability legislation or similar legislation or any obligation for which **you** or any company as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law.

Overseas domiciled operations

arising directly or indirectly to **your** subsidiary companies, branch officers or representatives with power of attorney, that are domiciled outside of **Canada**.

Prior or Pending

made, threatened or intimated against **you** prior to the **policy period**; or

arising directly or indirectly from, based upon, attributable to, or in consequence of any fact or circumstance or **occurrence**:

- of which notice has been given, or ought reasonably to have been given, under any previous **policy**, or disclosed in a proposal form; or
- of which **you** first became aware prior to the **policy period**, and which **you** knew or ought reasonably to have known had potential to give rise to a **claim** or **inquiry**.

Product Recall

arising directly or indirectly from, or in any way involving withdrawing a good or product from sale or recalling any good or product.

Refunds of Fees or Charges

for return or refund of any professional fees, charges, commissions or other remuneration received by, paid by or payable to **you**.

Related or Associated Entities

brought or maintained by or on behalf of:

- **you**;
- any parent company or other entity which **you** own, control or manage;
- any successor or assign of **you**; or
- any person who, at the time the **professional services** giving rise to the **claim** were provided, was a family member of **yours**.

Radioactivity

arising directly or indirectly from, caused by, contributed to by, or in connection with or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

But this exclusion does not apply to any **claim** or **inquiry** arising from the use of radium, radium compounds or radioisotopes when used away from the place where such are made or produced and used exclusively for the provision of **professional services** and in the conduct of your **business**.

Retroactive Date

arising directly or indirectly from:

- the performance of **your professional services**; or
- an **occurrence**;

prior to the Retroactive Date stated in the **policy Schedule**.

Terrorism

arising directly or indirectly from, based upon, attributable to, or in consequence of any actual or alleged act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged act of **terrorism**.

This exclusion operates in connection with any act of **terrorism** regardless of any other cause or event and regardless of the sequence of the act of **terrorism** and the other cause or event.

Trading Debts

arising directly or indirectly from, based upon, attributable to, or in consequence of any trading debt, liability or losses incurred by **you** or any guarantee given by **you** for a debt or **your** insolvency, administration, receivership or bankruptcy.

Vehicles

arising directly or indirectly from:

- the ownership, possession or use by **you** or on **your** behalf of any motor vehicle or trailer for which compulsory insurance is required by law, other than that arising from damage to any motor vehicle or trailer temporarily in **your** custody or control for the purpose of parking; or
- ownership, possession or use by or on **your** behalf of any aircraft, watercraft or hovercraft, other than that arising from the emergency transportation of any patient accompanied by **you** with respect to the coverage provided under **Coverage A – Professional Liability**.

War

arising directly or indirectly from, based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government, public or local authority.

Section 3: Claims Conditions

These conditions apply to **your policy**.

What you need to tell us

When making a claim, **you** must have met and then continue to comply with the conditions of this **policy**.

If **you** do not meet these conditions or make a fraudulent claim **we** may:

- (a) refuse to pay **your** claim or reduce what **we** pay for **your** claim;
- (b) cancel **your policy**.

Assistance and Co-Operation

You must provide **us** with all reasonable assistance **we** require when **you** deal with **us** and **you** will:

- be truthful and frank;
- not behave in a way that is abusive, dangerous, hostile, improper or threatening;
- co-operate fully with **us**, even after **we** have paid a claim.

Claims

Where **we** have accepted **your** claim, we will pay **your costs and expenses** in advance provided that the tax invoices are made out to **us**, unless the claim is beign handled under the **Criminal Defence Cost Reimbursement Endorsement**

Notification

You must notify **us** as soon as you become aware of a **claim** or **inquiry** by sending an email using the details shown in the **schedule**.

You must provide **us** with:

- all documentation in **your** possession; and
- information **you** are aware of;

which relates to the **claim** or **inquiry** **you** have notified to **us**.

Along with **your** obligation to notify **us** as soon as you become aware of a **claim**, **you** must notify **us** within thirty (30) days

- from receipt of **claim**, demand or notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that include alleged **bodily injury**;
- from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or **personal injury**;
- from **you** having actual knowledge of any **bodily injury** to any person not being an employee involving a stay in hospital in excess of three (3) days;
- after any other accident, event or the coming in possession of actual knowledge of **bodily injury**, with full particulars thereof;

which may be the subject of indemnity under this **policy**.

Allocation

Where a **claim** or **inquiry** is covered only in part by this **policy**, **we** and **you** will use best efforts to agree a fair and proper allocation of amounts that are covered and those that are not covered under this **policy**.

If **we** and **you** cannot agree on a fair and proper allocation then the matter shall be finally resolved by arbitration, by a sole arbitrator appointed by mutual agreement reached by **you** and **us** within 15 days after delivery of a notice of arbitration by either **you** or **us**. If **we** and **you** cannot agree on an arbitrator then either party may apply to The ADR Institute of Canada for the appointment of the arbitrator, which shall appoint the sole arbitrator in accordance with its rules.

The form of the arbitration will be determined and subject to the law and jurisdiction of a Canadian province or territory as determined by the relevant Insurance Act(s). The parties shall share equally the costs of the arbitration. Judgment of the award rendered by the arbitrator may be entered in any court having jurisdiction, with neither party having any right to appeal from the decision of the arbitrator.

Defence And Settlement

We will:

- take over and conduct, in **your** name, the defence or settlement of the **claim**, in which case **we** will then have sole control of that **claim**;

You agree:

1. not to negotiate or settle any **claim**, incur any **costs and expenses** or investigation or other costs and expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any **claim, inquiry** or **loss** without **our** prior written consent, provided that **we** shall not unreasonably withhold such consent;
2. that any information that is received by **our** external lawyers in the course of investigating, defending or settling any **claim** made against **you** or **inquiry** can be provided to **us** and relied upon by **us** in relation to any issue that may arise regarding **our** liability to indemnify **you**;

Senior Counsel Clause

We shall not require **you** to contest any **claim** unless a **Senior Counsel** (to be mutually agreed upon by **you** and **us**) shall advise that such **claim** should be contested.

In formulating such advice, **Senior Counsel** shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely **costs and expenses** and the prospects of **you** successfully defending the



claim.

The cost of such **Senior Counsel's** opinion shall be regarded as part of the **costs and expenses**.

Section 4: General Conditions

These conditions apply to **your policy**.

Assignment

No assignment of any rights under this **policy** shall be effective except when made by written endorsement to this **policy** and signed by **us**.

Cancellation

The **insured** can cancel this **policy** at any time by telling **us** in writing.

We may cancel this **policy** in any of the circumstances permitted by law by informing the **insured** in writing. **We** will give the **insured** notice in person or send it to the **insured's** address (including an electronic address) last known to **us**.

If **you** cancel this policy, the **premium** shall be adjusted on the basis of **us** receiving or retaining short-term **premium** using the customary short-rate table or the amount stated in the **Policy Schedule** as minimum retained **premium**, whichever is greater. Return of unearned **premium** is not a condition of cancellation. Unearned **premium** will be returned by **us** as soon as practicable.

Reasonable Care

You must take reasonable care to prevent or minimise any **loss** that might give rise to a **claim** or **inquiry** under this **policy**. At all times, **you** must:

- minimise the cost of any **claim** under this **policy**; and
- comply with all laws.

Related Claims

For the purposes of applying any **excess** or **limit of indemnity** or **sublimit**, all **loss** otherwise recoverable under this **policy** resulting from or in connection with:

- one and the same act, error or omission or **occurrence**; or
 - a series of acts, errors or omissions or **occurrences** arising out of or attributable to the same originating cause, or source,
- shall be deemed to be one **claim** or **inquiry**.

Severability/Non-Imputation/Innocent Non-Disclosure

We agree that where this **policy** insures more than one party, where one party:

- failed to comply with the duty of disclosure; or
- made a misrepresentation to **us** before the **policy** was entered into;

this shall not prejudice the right of any other insured person to indemnity as may be provided by this **policy**;

Provided that:

Claims Mitigation and Co-Operation

- **you** were not aware of the failure or misrepresentation;
- as soon as is reasonably practicable upon becoming aware of any such conduct, **you** advise **us** in writing of all known facts in relation to such conduct; and
- the conduct of the principals, partners and directors of the **insured** are imputed to the **insured**.

If **you**, either prior to or during the **policy period** become aware of a situation which could, if not rectified, lead to a **claim** or increase the quantum of a **claim**, **you** must use due diligence and do all things reasonably practicable to avoid or diminish any **loss**.

Reasonable Assistance

If at the time of any **loss**, damage or liability there is any other insurance (whether effected by **you** or by any other person) which covers the same **loss**, damage or liability **you** must provide **us** with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Other Insurance

This **policy** does not cover any **claim**, **inquiry** or **loss** or **our** liability to indemnify for which **you** are entitled to be indemnified under any other insurance.

Recovery Action and Uninsured Loss

You must not do anything that may prejudice **our** rights of recovery against any third party, including but not limited to agreeing not to seek any compensation from any other person that is or is potentially liable to compensate **you** for any **loss**.

If **we** pay **your claim**, **we** may seek to recover the amount paid to **you** from the third party who caused the loss. **We** will do this in **your** name and **you** must assist **us** with any reasonable requests.

If **you** have suffered loss which is not covered by this **policy**, **we** may offer to attempt to recover this for **you**. **You** may specifically ask **us** to recover this for **you**. **You** will need to give **us** documents supporting **your** loss. Before **we** include any uninsured loss in the recovery action **we** will also ask **you** to agree to the basis on which **we** will handle **your** recovery action. **You** may need to contribute to legal costs in some circumstances.

Material Alteration to Risk

You will give **us** notice in writing as soon as possible of any material alterations to the risk that is the subject of this **policy** including but not limited to:

- (a) any change in the **professional services** offered by **you**;
- (b) **you** going into bankruptcy, receivership, liquidation or any other form of external administration.

Dispute Resolution

All matters in dispute between **you** and **us** arising out of or in connection with this insurance (the “dispute”), will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed after fourteen (14) working days then either party may apply to the ADR Institute of Canada for the appointment of a mediator. The parties shall share equally the costs of the ADR Institute of Canada and of the mediation. The parties undertake to ensure that the reference and conduct of the mediation and any settlement of the dispute at mediation is kept entirely confidential.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If the dispute is not resolved by mediation within sixty (60) days, the dispute can be referred by either party to be determined in accordance with the law of the Canadian province or territory applicable to the **policy** as determined by the relevant Insurance Act(s) or the Civil Code of Quebec, as the case may be, and the jurisdiction of that particular Canadian province or territory.

Fraud

If any **claim** is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or damage is occasioned by wilful act or you're your connivance there will be no rights to any form of payment or indemnity under this **policy**.

Further any **claim** paid to **you** in respect of any fraudulent means or device must be repaid to **us**.

Inspection and audit

We, or such representative as **we** may designate, will be permitted but not obligated to inspect **your** property and operations at any time given reasonable notice. Neither **our** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of **you** or others, to determine or warrant that such property or operations are safe.

Legal action against the insurer

In respect of liabilities covered by this insurance, no one may bring a legal action against **us** until the amount of **our** liability has finally been determined or agreed.

No one has the right under this **policy** to bring **us** into an action to determine **our** liability.

Observance

The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by **you** that are not already conditions precedent, will be a condition of this **policy**. Any waiver by **us** of any provision will not prevent **us** from relying on such term or condition or condition precedent in the future.

In the event of a breach of any condition in the **policy**, and without prejudice to any of **our** other rights, **we** may reject or reduce claims

connected with the breach providing **we** can demonstrate some prejudice.

In the event of a breach of any condition in the **policy**, and without prejudice to any of **our** other rights, **we** may reject or reduce claims connected with the breach, and continue the **policy** on such terms as **we** may determine and if any payment on account of any such claim has already been made, **you** will repay forthwith all payments on account to **us**.

Representation

Any person falling within the definition of the **insured** agrees that the first named **insured** is their agent for the purpose of giving and receiving of any notices from **us** or their representatives including any notice of cancellation. The payment to the first named insured of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium.

Right of Third Parties

This insurance does not confer or create any right enforceable (including under legislation) by any person who is not named as the **insured** and both the **insured** and **us** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

Governing Law

This **policy** will be governed by and interpreted in accordance with the law and jurisdiction of **your** province of residence or as determined by the relevant Insurance Acts(s).

Any dispute between the **Insured** and **us** relating to this policy shall be governed by and construed in accordance with the laws of the Province of Ontario

Policy Interpretation

The headings in this **policy** do not form part of the **policy** wording and are for descriptive purposes only.

Section 5: Words with Special Meanings

Some key words and terms used in the **policy** have special meaning. Wherever the following words or terms appear in bold in the **policy**, they mean what is set out below:

| Word | Specific meaning |
|---------------------------|--|
| Abuse | means, but is not limited to, sexual, physical, mental, psychological or emotional abuse or molestation, sexual harassment, sexual assault, assault or battery. |
| Additional insured | means any owner, person, firm, organization, trustee, estate or governmental entity to whom or to which the insured has contracted to effect insurance, by virtue of a contract or agreement or by the issuance or existence of a permit. But the insurance provided for such additional insured is restricted to apply solely to liability arising out of operations performed under said contract and only to the extent required by such contract but never for the additional insured's own negligence. It is understood and agreed however that this paragraph does not apply to contractors or sub-contractors working on behalf of the insured. |
| Automobile | means any self-propelled land motor vehicle, trailer or semi-trailer which is principally designed and is being used for transportation of persons or property. |
| Aggregate limit | the amount shown as the Aggregate limit of indemnity in the policy Schedule . |
| Association Entity | the organization, association, corporation, or entity named in the policy Schedule . |
| Bodily injury | physical injury, sickness, disease, death, mental injury, mental anguish, nervous shock or emotional distress of any natural person. |
| Business | the operations of the insured as stated in the policy schedule . |
| Canada | means the country of Canada including all its territories and provinces. |
| Circumstances | means an incident, occurrence , dispute, fact, matter, act or omission that is likely to give rise to a claim, including an intention or belief of a demand or request for compensation or indemnity under this policy . |
| Claim | means the receipt of any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice, or written demand for compensation. |
| Claim jurisdiction | means the jurisdiction under which a claim by a third party must be brought |

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| | for indemnity to be granted by the insurer as specified in the policy schedule . |
| Costs and expenses | <p>means the reasonable legal costs including reasonable appeal costs and other necessary expenses incurred by you or on your behalf. Costs and expenses does not include your overheads or any salaries, wages, fees or benefits of your directors, employees, partners or principals. Costs and expenses includes the reasonable expenses that you incur at our request, including actual loss of earnings which are subject to the sub-limit of liability as stated in the policy Schedule.</p> <p>The amounts that we pay as costs and expenses are payable in addition to the limit of liability.</p> <p>If this policy provides you with coverage for claims arising in the United States of America, any amounts that we pay as costs and expenses are part of and not in addition to the limit of liability.</p> |
| Criminal Proceeding | means a proceeding instituted by means of the swearing of an information, the laying of a charge or the return of an indictment, before a Court of competent jurisdiction in Canada with jurisdiction to hear and determine the charges referred to therein, alleging or charging that the "Insured" has contravened the provisions of any Provincial or Federal statute, including the <i>Criminal Code</i> , R.S.C. 1985 ch. C-46 as amended, which creates an offence or crime and which provides for conviction thereunder, whether by way of summary conviction or indictment, and as a result of which the "Insured" is liable to be convicted, fined or sentenced to some form of imprisonment or other punishment. |
| Data | means representations of information or concepts, in any form. |
| Documents | means any documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material. Documents does not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument. |
| Employee | means any natural person employed under a contract of service or apprenticeship with you , or any person under your direction, supervision or control including employed students who are gaining experience with you as part of a University, College, Association or government accredited training course; employee does not include a medical practitioner or any contractor. |
| Fungi | includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spores or resultant mycotoxins, allergens or pathogens. |
| Good Samaritan act | means emergency first aid or medical assistance administered at the scene of a medical emergency, accident or disaster by you who are present either by chance, or in response to an S.O.S call and for which you have no expectation |

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| | of payment or other reward. |
| Hostile fire | means one which becomes uncontrollable or breaks out from where it was intended. |
| Impaired property | <p>means tangible property, other than your product or your work, that cannot be used or is less useful because</p> <ul style="list-style-type: none"> • it incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous, or • you have failed to fulfill the terms of a contract or agreement, or • if such property can be restored to use by <ul style="list-style-type: none"> i) the repair, replacement, adjustment or removal of your product or your work, or ii) by fulfilling the terms of the contract or agreement. |
| Injury | means bodily injury, sickness, or disease sustained by a natural person. This includes death, shock, fright, mental anguish, mental injury, or disability which results from any of these at any time. |
| Inquiry | means an investigation, examination or inquiry by a regulatory authority or disciplinary committee of any association or professional body of which you are a member; inquiry does not include any audit of you or any inquiry by a Coroner. |
| Insured | means the member who has been issued a Certificate of Insurance per the Master policy , held by the Association Entity as named in the policy Schedule . |
| Limit of Liability | means the amount shown as the limit of liability in the policy Schedule . |
| Loss | means damages, costs and expenses and awards of damages and costs. Loss does not include taxes, fines or penalties (except for Penalties) payable by you , non-compensatory damages including exemplary, aggravated, punitive, multiple or liquidated damages, or restitutionary relief. |
| Medical expense | <p>means all reasonable expenses for</p> <ul style="list-style-type: none"> • first aid administered at the time of an accident, • necessary medical, surgical, x-ray and dental services, including |

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| | <p>prosthetic devices, and</p> <ul style="list-style-type: none"> necessary ambulance, hospital, professional nursing and funeral services. |
| Medical practitioner | means a person registered or licensed as a medical practitioner under a Provincial or Territory law that provides for the registration or licensing of medical practitioners. |
| Nuclear energy hazard | means the radioactive, toxic, explosive, or other hazardous properties of radioactive material . |
| Occurrence | means an event, including continuous or repeated exposure to conditions, which results in bodily injury or property damage , neither expected nor intended from your standpoint. |
| Our, us, we | means Certain Underwriters at Lloyd's |
| Penalties | means any civil penalty imposed by a regulatory authority or a disciplinary committee of any association or professional body of which you are a member. |
| Personal injury | <p>means the following committed in the course of your business:</p> <ul style="list-style-type: none"> false arrest, detention or imprisonment, malicious prosecution, wrongful entry into or eviction of a person from a room, dwelling or premises that the person occupies, invasion of the right of privacy, libel and slander. |
| Policy | means this document, the policy schedule (including any policy schedules issued in substitution) and any riders attaching to this document or the policy schedule that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions. |
| Policy period | means the period specified in the policy Schedule . |
| Policy schedule | means the schedule to this policy , including any endorsement. |

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| Pollutant | means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. |
| Pollution | means <ul style="list-style-type: none"> the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time other than any discharge release or escape of legionella or other airborne or waterborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like, any cost, expense, claim or suit arising out of any request, demand or order as a result of the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time you test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of pollutants. |
| Premises | means the buildings or land that are owned, leased, hired or tenanted by or on loan to you for the purpose of your business . |
| Products | means anything which: <ul style="list-style-type: none"> has been sold, supplied, repaired, altered, treated, manufactured, constructed, installed or maintained by you in connection with your business, and has ceased to be in your possession or control. products does not include: <ul style="list-style-type: none"> anything sold or supplied to anyone other than retail customers including patients, and/or anything which requires regulatory approval for sale, supply or use in Canada and is not so approved. |
| Property damage | means the damage to or loss of or destruction of tangible property or loss of use of tangible property resulting directly from property damage to other tangible property. |
| Premium | means the amount shown as premium in the policy Schedule . |
| Professional services | means the professional service(s) specified in the policy Schedule . |
| Property damage | means |

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| | <ul style="list-style-type: none"> • physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or • loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it. |
| Proposal | means any information supplied by or on behalf of you , deemed to be a completed proposal form and medical questionnaire and other relevant information that we may require. |
| Radioactive material | means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board 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. |
| Regulatory authority | means a person or entity appointed, constituted or acting under a delegation pursuant to any legislation for the purposes of enforcement of such legislation. |
| Spores | includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi . |
| Sublimit | means the amount shown as a sublimit of indemnity in the policy Schedule . |
| Senior counsel | means a lawyer in active practice with a minimum of ten (10) years of experience. |
| Subsidiary | <p>means a company or entity of which the insured</p> <ol style="list-style-type: none"> 1. is the sole owner; or 2. controls the composition of the board of directors; or 3. controls more than half the voting power; or 4. holds more than half of the issued share capital; <p>as at the inception date of the policy period.</p> |
| Territorial Limit | <u>With respect to the coverage provided under Coverage A – Professional Liability</u> |

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| | means anywhere in the world as long as the Injury gives rise to a Claim instituted within Canada . |
| 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, or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. |
| United States of America | means the several states, the Commonwealth of Puerto Rico, the insular possessions of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, any territory or possession of the United States, and any territory or possession over which the United States exercises any powers of administration, legislation, and jurisdiction; including offshore areas within their jurisdiction pursuant to section 3 of the Submerged Lands Act (43 U. S. C. 1311), and all territories, dependencies, and possessions of the United States, including foreign trade zones, and also including the outer continental shelf, as defined in section 2(a) of the Outer Continental Shelf Lands Act. |
| War | means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism . |
| Work | means <ul style="list-style-type: none"> • operations performed by you or on your behalf, and • materials, parts or equipment furnished in connection with such work or operations, including <ul style="list-style-type: none"> i) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product, and ii) the providing of or failure to provide warnings or instructions. |
| You, your | the insured, subsidiary , and their <ul style="list-style-type: none"> • directors, employees, partners or principals; • former directors, employees, partners or principals; • spouses, but only with respect to the conduct of the business; • if the insured is a partnership or joint venture, the partners and their |

spouses, but only with respect to the conduct of the **business**;

- the **Association Entity** and any members of its governing body, but solely with respect to **claims** arising out of **professional services** rendered by the **insured**
- Canadian university student on international placement or study program, while under supervision of a licensed/qualified professional (as defined by Professional Services herein), for a maximum period of eight (8) weeks, unless specifically endorsed otherwise. Approval by **us** must first be given for placements anywhere in the **United States of America**. First Notice of Action can be instituted worldwide, excluding the **United States of America**
- All volunteer workers, assistants, and members of the hospital auxiliaries, medical, or other, students, medical personnel and technicians while engaged in research for **you**, regardless of the source of remuneration
- Any heirs, executors, administrators, assignees or legal representatives of any individual **insured** above, in the event of his or her death, incapacity or bankruptcy, but only to the same extent as coverage would have applied directly for such individual **insured**
- Named **Insured** in good standing with the **Association Entity**, as named in the Declarations, who is taking a temporary leave of absence of up to twelve months from their professional practice due to Maternity or Paternal Leave.
- Any Full Practice, Limited Practice, Life or Temporary Practice Member of the **Association Entity** who subscribes to this **policy**, provided a premium has been paid
- Any former Full Practice, Limited Practice or Life Member of the **Association Entity** who has taken temporary or permanent leave from employment related to practice of the profession in Canada and who subscribed to this **policy** prior to the commencement date of leave, but solely for claims arising out of errors, omissions or negligent acts in rendering of **Professional Services** prior to the commencement date of any leave.

you and **your** does not include a **medical practitioner**.

Section 6: Extensions to cover - Endorsements

The following endorsements are added to and form part of this **policy** at **Coverage A – Professional Liability**. The endorsements are subject to the exclusions and conditions precedent set out below, as well as to the exclusions, terms and conditions of the **policy** that are not inconsistent with those below.

All other terms, conditions, limitations and exclusions remain unaltered.

Right to Appeal Endorsement

The payment of **your costs and expenses** to appeal a decision made following an **inquiry** covered by this **policy** are at **our** discretion and will be based on **our** assessment of the likelihood the decision made by the tribunal, board, and/or disciplinary committee could be overturned.

If **you** decide to appeal a decision made following an **inquiry** covered by this **policy** without **our** consent, then all **our** obligations with respect to that **inquiry** shall cease. If following the appeal the decision is overturned or the outcome is that of a fine, penalty, or other disciplinary sanction inferior to that or those imposed upon **you**; **we** shall proceed with the payment of **costs and expenses** incurred for the appeal.

Right to Contest Endorsement

We will not settle any **claim** without **your** consent.

If **you** refuse to consent to the settlement of a claim that **we** recommend, then all of **our** obligations with respect to that **claim** shall cease. If **you** later settle the **claim** or if the matter is resolved through arbitration or litigation, then **our** liability for that **claim** shall not exceed the amount for which the **claim** could have been settled including supplementary payments incurred up to the date of refusal of consent.

We will not agree to resolve an **inquiry** without **your** consent.

If **you** refuse to consent to the resolution of an **inquiry** as recommended by **us**, whether it be in consideration of a fine, penalty, and / or other disciplinary sanction then all **our** obligations with respect to the payment of **your costs and expenses** in relation to that **inquiry** shall cease. If later the **inquiry** is adjudicated or resolved for a fine, penalty, or other disciplinary sanction inferior to that or those for which **you** had refused consent; **we** shall proceed with the payment of **your costs and expenses** incurred following the refusal to consent.

Regulatory Legal Expense Coverage Endorsement

We will pay **your costs and expenses**, up to the **sublimit**, arising from or in connection with an **inquiry** if such **inquiry** commences, or if notice is given during the **policy period** and for costs of **legal consultation** or of retaining an **expert witness** during the **policy period**, as approved and directed by the Insurer.

Definitions

Wherever the following words or terms appear in bold in this extension, they mean what is set out below:

Expert Witness

means a person who is qualified by education, training and/or experience, to provide evidence with respect to the practice of, or the standard of practice required by **you** in providing **professional services** and to opine concerning whether **you** have met or exceeded such standard, whether **you** contravened or breached any statute, regulation or by-law governing the conduct of your profession, or upon any other issue material to the defense and settlement of the **inquiry**.

Legal Consultation

means the obtaining of legal advice by **you** in connection with the provision of your **professional services** and your membership in any relevant professional body.

Costs and expenses

is as defined in **Section 8: Words With Special Means** and also includes the costs for **legal consultation** or costs for retaining any **expert witness** which, in the opinion of the lawyer **you** have retained to defend an **inquiry**, is necessary for such defense but only where **we** have consented to these expenses in writing in advance of such expense being incurred.

Conduct of inquiry and legal consultation

a) **You** shall have the right to select the lawyer by whom **your costs and expenses** will be incurred or who will provide **legal consultation** or will arrange for the retention of any **expert witness** as contemplated by this endorsement. **You** shall advise **us** of the identity of such lawyer, his or her address, and any other information concerning such lawyer which **we** reasonably request. In the event that **you** wish to use alternative legal counsel, this must be approved by **us**.

b) The lawyer **you** have retained shall report jointly to **you** and **us**, as required, with respect to the status of the **inquiry** in order to keep **us** apprised of such information as **we** reasonably require to monitor the **inquiry** and **your costs and expenses**. The lawyer providing **legal consultation** or arranging for the retention of any **expert witness** shall confirm to **us** in writing the nature of the demand or request concerning which the **legal consultation** or retention of any **expert witness** was made necessary.

c) Accounts rendered by the lawyer **you have retained** shall identify in respect of each attendance: the nature of the work performed, the person performing the service, the date upon which the service was performed, the time spent and the hourly rate of each person performing services as contained in the account. Accounts shall also contain details as to disbursements incurred and copies of receipts. Accounts shall be paid at first instance by the Insurer, subject to all other terms and conditions of

**Criminal Defense
Cost Reimbursement
Endorsement**

this form.

d) **You** shall take all reasonable steps to minimize **your costs and expenses** and/or the cost of **legal consultation**, and/or the costs of retaining any **expert witness** consistent with maintaining **your** status and right to provide **professional** services.

We will reimburse **your costs and expenses**, up to the **sublimit**, incurred in defending a **claim** made against **you** in a **criminal proceeding**, in respect of charges laid in Canada provided:

a) such allegations occurred during the course of **you** rendering **professional services**, and

b) such allegations occurred and the **claim** was made during the course of the **policy period**, and

c) the defense of such allegations proves to be “fully successful”. For the purpose of this extension, “fully successful” means acquittal or the return of a “not guilty” verdict.

Definitions

Wherever the following words or terms appear in bold in this extension, they mean what is set out below:

Claim

means receipt by **you**, or the filing of, a notice or complaint against **you**, alleging that **you** have contravened any Federal or Provincial statute, any regulation or order passed pursuant thereto.

**Economic Loss
Liability
Endorsement**

We will indemnify **you**, up to the **sublimit**, for **claims** made during the **policy period** arising from a negligent act, error or omission resulting from pecuniary or economic loss or expenses (financial loss) sustained to a third party.

**Sexual Abuse
Therapy &
Counselling Fund
Endorsement
(Claims Made)**

We will pay **Sexual Abuse Therapy and Counselling Expenses**, up to the **sublimit**, incurred by a patient who has been **sexually abused** by **you** in the course of **your professional services**, and who has gained eligibility for the funding provided under Section 85.7 of the Regulated Health Professions Act, 1991 in Ontario or similar provisions contained in provincial Acts or Regulations applicable to **your** practice in Provinces or Territories other than Ontario including amendments thereto, provided however, that coverage provided herein shall apply only to **claims** which are first made during the **policy period**.

Definitions

Wherever the following words or terms appear in bold in this extension, they mean what is set out below:

Sexual Abuse Therapy and Counselling Expenses

means the funding or professional fees paid to therapists or counsellors, as described and restricted by the provisions of Section 85.7 of the Regulated Health Professions Act, 1991 in Ontario or similar provisions contained in provincial Acts or Regulations applicable in Provinces or Territories other than Ontario including amendments thereto.

Sexual Abuse

means as defined in Subsection 1(3) of the Health Professions Procedural Code (Schedule 2 of the Act) in Ontario or similar provisions contained in provincial Acts or Regulations applicable to the Insured's professional practice in Provinces or Territories other than Ontario, and any amendments thereto, including:

- a) sexual intercourse and other forms of physical sexual relations between the Insured and the patient;
- b) touching, of a sexual nature, of the patient by the Insured; or
- c) behaviour or remarks of a sexual nature by the Insured towards the patient.

However, sexual nature does not include touching, behaviour or remarks of a clinical nature appropriate to the **Professional Services** rendered to the patient.

Eligibility

means access to the funding provided under Section 85.7 of the Regulated Health Professions Act, 1991 in Ontario or similar provisions contained in provincial Acts or Regulations applicable in Provinces or Territories other than Ontario, including amendments thereto, as determined by the College or other provincial regulatory organization responsible for regulating the professional practice.

Exclusions

We will not pay any amount under this endorsement arising from:

- a) any claim, complaint, or proceeding relating to sexual abuse, as defined above, unless:

your liability has been determined; and
the patient's funding **Eligibility** has been established.

- b) damages, fines, penalties, or legal costs levied against **you**, except for **Sexual Abuse Therapy and Counselling Expenses**.

- c) disputes with respect to this Endorsement, including questions as to whether costs of amounts billed by therapists and/or counsellors are payable under this Endorsement.

d) any complaint or investigation of alleged **sexual abuse** which was instituted against **you** prior to the inception of this endorsement, or from any complaint or allegation of **sexual abuse** known to **you** prior to the inception of this Endorsement and which **you** could reasonably have expected might result in an investigation being instituted.

e) any complaint or investigation of alleged **sexual abuse** which is instituted by anyone insured under this **policy** against anyone else insured under this **policy**, or any complaint or investigation instituted by a provincial regulatory board against anyone insured under this **policy**; however, this exclusion will not apply to any such complaint or investigation which relates to **sexual abuse**, occurring in the course of a therapist- patient relationship between two persons insured under this **policy**.

Notice under this Endorsement

It is a condition precedent to the funding provided under this Endorsement that **you** provide written notice to **us**, through the Broker, BMS Canada Risk Services Limited, within ninety (90) days following receipt of official notice, that any investigative proceeding relating to the funding provided by this Endorsement shall take place. This written notice shall include such proof and other information as may be required by the Insurer in support of the request for funding hereunder.

Failure by **you** to comply with this condition in respect of any one complaint or investigation relating to the provisions of this Endorsement shall not invalidate **your** right to funding in respect of any other complaint or investigation relating to the provisions of this Endorsement.

Breach of Copyright Endorsement

We will pay your civil liability for loss, up to the sublimit,

- arising from any **claim** first made against **you** during the **policy period**, and
- arising or resulting from or based upon or connected with any breach or alleged breach of patent, design, trademark, trade name, copyright or action for passing off any product, or for any breach of alleged breach of confidence.

Exclusions

This extension does not cover liability for **claims** arising by reason or in consequences of the suspension or cancellation of registration or other right or privileges by virtue of which the products are distributed or sold.

Loss of Documents Endorsement

If **you** discover during the **policy period** and soon as possible after the date of discovery give written notice to **us**, that any Documents the property of, or entrusted to, **you** which now or hereafter are or are supposed or believed by **you** to be in **your** hands or in the hands

of any other party or parties to or with whom **you** have entrusted, lodged or deposited in the ordinary course of **your** business, have within the territorial limits been destroyed or damaged or lost or mislaid and after diligent search cannot be found, **we** will pay on **your** behalf, up to the **sublimit**, all sums which **you** shall become legally obligated to pay for:

- a) Any liabilities of whatsoever nature which **you** may incur to third parties in consequence of such Documents having been so destroyed, damaged, lost or mislaid; and
- b) All costs, charges and expenses of whatsoever nature **you** have incurred in replacing and/or restoring such Documents.

Provided always that:

- a) The amount of any **claim** for **costs and expenses** as above shall be supported by bills, and/or accounts, which shall be subject to approval by some competent person to be nominated by **us** with **your** approval.
- b) On payment of any loss or portion of loss hereunder, **you** shall subrogate to **us your** right of procedure against any other person or persons for the recovery thereof;
- c) No liability shall attach hereto for any loss brought about or contributed to by the dishonesty of any of the **Insured's** directors or employees;
- d) Documents shall mean deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates or written or printed documents and/or forms of any nature whatsoever (excluding, however, any bearer bonds or coupons, bank or currency notes or other negotiable paper) used in connection with **your business**;
- e) This insurance does not cover any liability whatsoever arising out of any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. This Exclusion shall not apply in respect of liability or loss caused by explosive devices provided that no state of war exists in the country where the contract is undertaken.

Definitions

Wherever the following words or terms appear in bold in this extension, they mean what is set out below:

Privacy Event

means:

- a) an unintentional disclosure or loss of:
 - **personal information** in **your** care, custody or control
 - corporate information in **your** care, custody or control
- b) an unintentional violation of any **privacy breach law**.

Privacy Event excludes personal or corporate information that is stored at a third-party Internet Service Provider.

Privacy breach law

means statutes and regulations within the **jurisdiction**, as they currently exist and as amended and replaced from time to time, associated with the confidentiality, access, control and use of **personal information** or other similar privacy laws worldwide.

Personal information

means any information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, national security number, medical or healthcare data, drivers licence number, bank or building society account number, credit card number, debit card number, access code or password that would permit access to that individual's financial account. Personal information does not include information which is legally available to the general public.

Privacy breach costs

means the reasonable and necessary fees, costs, charges and expenses incurred by **you** with **our** prior written consent within 12 months of **you** first having knowledge of a **privacy event** for the purposes of retaining an accountant, IT consultant, , lawyer, public relations consultant or other third party to:

- a) conduct a computer forensic analysis to investigate **your** computer system to determine the cause and extent of such **privacy event**;
- b) determine the extent to which you are obligated to notify any regulatory authority following any **privacy event**;
- c) effect compliance with any privacy regulation under the applicable privacy regulation most favourable to **your** affected

individuals;

d) plan, implement, execute and manage a public relations campaign to counter or minimise any actual or anticipated adverse effects of negative publicity from such **privacy event** or to protect or restore your business reputation in response to negative publicity following such **privacy event**.

Privacy breach costs do not include:

a) regular or overtime wages, salaries or fees of **your** directors or officers or employees;

b) the cost to comply with any injunctive or other non-monetary relief;

c) principal, interest or other monies paid or due as the result of any loan, lease or extension of credit, taxes, fines, sanctions or penalties.

Notification Costs

means the reasonable and necessary fees, costs, charges and expenses including **costs and expenses** incurred with **our** consent in advising any individual of the compromising of any personal information following a **privacy event**

Credit Monitoring Costs

means all reasonable and necessary fees, costs, charges and expenses including **costs and expenses** incurred with **our** prior written consent to monitor any account of those affected by the loss of any personal information for a period of not more than 12 months from the date you first had knowledge of a **privacy event**.

Credit monitoring costs will only be offered where a wrongful disclosure of **personal information** has occurred and could result in the opening of an unauthorised line of credit or other financial or insurance account by an unauthorised source, or where compulsory under **privacy breach law**.

Regulatory Costs and Penalties

means any civil fines, **penalties** or sanctions imposed as a direct result of any **privacy event** solely where such fines, **penalties** or sanctions are insurable at law.

We will pay on **your** behalf, up to the **sublimit**, all sums which **you** shall become legally liable to pay as a result of any **claim** made against **you** during the **policy period** for libel or slander by reason of words written or spoken by **you** or any persons who have provided or are providing services under personal service contracts or agreements with **you**, where **you** have specifically agreed to include

such persons as an insured under this **policy**.

Coroner's Inquest Expense Endorsement

Section 1: Insuring Clause is amended to extend cover for **your costs and expenses**, up to the **sublimit**, arising from or in connection with a coroner's inquest, or any similar special inquests or commissions before which **you** are called upon to appear.

This extension does not apply when **you** are acting as an expert witness or a pure post-mortem witness before the coroner's inquest or any similar special inquest or commission if such inquest commences.

Breach of Warranty of Authority Endorsement

Notwithstanding anything else contained in the **policy** to the contrary, **we** will pay on **your** behalf all sums which **you** shall become legally obligated to pay during the **policy period** for breach of warranty of authority committed in good faith.

Dishonesty of Employees Liability Endorsement

Notwithstanding **Section 3: Exclusions – Dishonesty or Recklessness** of this **policy**, **we** will pay on **your** behalf all sums which **you** shall become legally obligated to pay for any **claim** brought about, or contributed to, by any dishonest, fraudulent, criminal or malicious act of any party to the **insured** other than any partner or director, past or present, of the **insured**, provided that **you are** neither the author of, an accomplice to, nor aware of such act.

Locums Endorsement

The definition of **employee** will include any appropriately qualified locum employed or engaged by the **insured** for any acts, errors or omissions occurring while they are acting in that capacity, however for not more than 30 working days in a year, other than maternity/paternal leave.

Mergers and Acquisitions Endorsement

The cover provided by this **policy** will extend to any entity that is acquired by the **insured** during the **policy period** and involved in the same **business** as the insured; provided that the assets of the entity to be acquired do not exceed 50% of the **insured's** assets and the annual turnover is less than CAD 50,000.

It is hereby agreed that the definition of **Professional Services** has been extended and clarified to include those professional services rendered by the **Insured** while:

- a) Performing ultrasound, provided the Insured:
 - i. Is registered with Sonography Canada or the American Registry for Diagnostic Medical Sonography (ARDMS) and practicing within the scope of practice of their earned sonography credential (proof of registration required); or
 - ii. Has successfully completed the necessary training in the relevant discipline of ultrasound and has been recognized by their regulatory authority where such regulatory authority exists; or
 - iii. Has successfully completed a continuing education program in ultrasound offered by the Ordre des technologues en imagerie médicale, en radio-oncologie et en léctrophysiologie médicale du Québec (OTIMROEPMQ) in the relevant discipline of ultrasound, and has provided a letter from their employer attesting to their competence.

While members may be involved in intitial interpretation within their scope of practice, it is understood that this policy does not provide coverage for any final examination or procedural reports provided.

Section 7: Additional policy Clauses

Sanctions Limitation and Exclusion Clause

Sanctions Limitation and Exclusion

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, Australia, United Kingdom or United States of America.

(Re)insurers Liability Clause

(Re)insurers Liability several not joint

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

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is “signing” (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its “written line”.

Where this contract permits, written lines, or certain written lines, may be adjusted (“signed”). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of a Lloyd’s syndicate taken together) is referred to as a “signed line”. The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

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Service of Suit Clause (Canada)

In any action to enforce the obligations of the Underwriters they can be designated or named as “Lloyd’s Underwriters” and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney in Fact in Canada for Lloyd’s Underwriters, whose address for such service is 200 Bay Street, Suite 2930, P.O.Box 51, Toronto, Ontario, M5J 2J2

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Intention for AIF to Bind Clause

Whereas Lloyd’s Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd’s insurance and reinsurance coverage be provided in a manner that requires Lloyd’s Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- 
- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
 - b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a **policy** that will contain the terms and conditions set out in this contract (the "Canadian **policy**"), and by communicating from Canada the issuance of that **policy** to the **policyholder** or his broker;
 - c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian **policy** to the **policyholder** or his broker, and the Canadian **policy** will replace and supersede this contract.

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STATUTORY CONDITIONS ADDENDUM

The following are the Statutory Conditions which apply in liability policies when the insured is resident in Manitoba, Alberta or British Columbia.

STATUTORY CONDITIONS:

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insurer unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insurer in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the INSURED fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.

- (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

All other **policy** terms and conditions remain unchanged.