



DECLARATION | FINANCIAL SERVICES PROFESSIONAL LIABILITY

AXIS REINSURANCE COMPANY (CANADIAN BRANCH)
Administrative Office – 70 York Street, Suite 1010, Toronto, Ontario M5J1S9
Telephone 416.361.7200 | Fax 416.361.7225

FINANCIAL SERVICES PROFESSIONAL LIABILITY – DECLARATIONS FORM FIE0949A | Edition 01/14

THIS POLICY IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

INSURER:

AXIS Reinsurance Company (Canadian Branch)

POLICY NUMBER:

CTR796199/01/2024

PRODUCER:

Belyer Insurance Limited o/a EasyInsure

ITEM 1: PARENT COMPANY AND ADDRESS:

Per Certificate

Per Certificate

ITEM 2: POLICY PERIOD: (Both dates as at 12:01 a.m. at the address listed in Item 1)

Per Certificate

Inception Date

Per Certificate

Expiration Date

ITEM 3: LIMIT OF LIABILITY:

Per Certificate

(A) Maximum Limit of Liability for each Claim

Per Certificate

(B) Maximum aggregate Limit of Liability for all Claims under this Policy

ITEM 4: RETENTION:

Per Certificate

(A) Each Claim

ITEM 5: CONTINUITY DATE:

Per Certificate

ITEM 6: PENDING OR PRIOR CLAIM DATE:

Per Certificate

ITEM 7: PROFESSIONAL SERVICES

Per Certificate

ITEM 8: CURRENCY (Amounts reference in this Policy are shown in the following currency)

CAD



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ITEM 9: TOTAL POLICY PREMIUM:

Per Certificate

ITEM 10: PRODUCER COMMISSION: (Included)

Per Certificate

ITEM 11: NOTICES TO INSURER:

Notice of Claim or Circumstance:

AXIS Reinsurance Company (Canadian Branch), Office of the Chief Agent

70 York Street, Suite 1010, Toronto, Ontario M5J1S9

Email: ClaimNoticeCAN@axiscapital.com

All other Notice:

AXIS Reinsurance Company (Canadian Branch), Office of the Chief Agent

70 York Street, Suite 1010, Toronto, Ontario M5J1S9

ITEM 12: EXTENDED REPORTING PERIOD:

- | | | | |
|-----|----------------------------|------------|--|
| (A) | Additional Premium: | <u>150</u> | percent of annualized premium for the Policy Period |
| (B) | Extended Reporting Period: | <u>1</u> | year(s) |

ITEM 13: ENDORSEMENTS EFFECTIVE AT INCEPTION:

- (1) Provincial Regulatory - FIEO 960G (05-23)
- (2) BC Regulatory - FIEO 960F (04-16)
- (3) SK Regulatory - FIEO 962A (08-13)

All other terms and conditions remain unchanged.

The Insurer has caused this Policy to be issued and signed in Toronto, Ontario and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

Authorized Representative:

December 5, 2023

Date:



POLICY

FINANCIAL SERVICES PROFESSIONAL LIABILITY

AXIS REINSURANCE COMPANY (CANADIAN BRANCH)
Administrative Office – 70 York Street, Suite 1010, Toronto, Ontario M5J1S9
Telephone 416.361.7200 | Fax 416.361.7225

FINANCIAL SERVICES PROFESSIONAL LIABILITY – POLICY FORM FIE0901A |

Edition 12/13 POLICY NUMBER: CTR796199/01/2024

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**FINANCIAL SERVICES PROFESSIONAL LIABILITY**

In consideration of the premium as agreed, and in reliance on all statements made in the **Application** for this Policy and all information provided to the Insurer, and subject to all the provisions of this Policy, the Insurer designated as such in the Declarations and the **Parent Company**, on behalf of all **Insureds**, agree as follows:

I. INSURING AGREEMENTS

- A. The Insurer shall pay on behalf of the **Insureds**, **Loss** which the **Insureds** shall become legally obligated to pay as a result of a **Claim** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** in the performance of **Professional Services** that take place before or during the **Policy Period**.
- B. Provided, however, as a condition precedent to any such coverage, the **Insureds** shall report such **Claim** in writing to the Insurer as soon as practicable after any of the **Insureds** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or Extended Reporting Period, if applicable.

II. COVERAGE EXTENSIONS**A. Spouses:**

If a **Claim** made against an **Insured Individual** includes a claim against the **Insured Individual's** lawful spouse solely by reason of (1) such spouse's status as a spouse of the **Insured Individual**, or (2) such spouse's ownership interest in property from which the claimant seeks recovery for the **Wrongful Acts** of the **Insured Individual**, all loss which such spouse becomes legally obligated to pay on account of such claim shall be treated for purposes of this Policy as **Loss** which the **Insured Individual** is legally obligated to pay on account of the **Claim** made against the **Insured Individual**. Such loss shall be covered under this Policy only if and to the extent that such loss would be covered under this Policy if incurred by the **Insured Individual**.

The coverage extension afforded by this Subsection does not apply to any **Claim** alleging any wrongful act or omission by an **Insured Individual's** spouse. The term "spouse" as used in this paragraph shall include any natural person qualifying as a domestic partner under the provisions of any applicable federal, provincial or local law in Canada.

B. Estates and Legal Representatives:

Coverage under this Policy shall extend to a **Claim** made against the estates, heirs, legal representatives or assigns of an **Insured Individual** who is deceased or against the legal representatives or assigns of an **Insured Individual** who is incompetent, insolvent or bankrupt for the **Wrongful Acts** of such **Insured Individual**.

The coverage extension afforded by this Subsection does not apply to any **Claim** alleging any wrongful act or omission by the **Insured Individual's** estates, heirs, legal representatives or assigns.

C. Extended Reporting Period:

If the Insurer or the **Parent Company** chooses not to renew this Policy or the **Parent Company** cancels this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in **Item 12(A)** in the Declarations, to a one year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to

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the effective date of such cancellation or nonrenewal.

The right to purchase an Extended Reporting Period shall not be available in the event of nonrenewal or cancellation of this Policy resulting from the failure to pay any premium due. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to purchase an Extended Reporting Period shall lapse unless written notice, together with payment of the additional premium due, is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal. Coverage under an Extended Reporting Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Extended Reporting Period, and any **Claim** made during an Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to an Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**.

If the Insurer or the **Parent Company** chooses not to renew this Policy or the **Parent Company** cancels this Policy, any former **Insured Individual** who is retired prior to the date of cancellation or nonrenewal shall be automatically granted an Extended Reporting Period for one year following the date of cancellation or nonrenewal, but only for any **Wrongful Act(s)** occurring prior to the effective date of their retirement and only if there is no replacement policy obtained providing such similar coverage anytime during the one year period.

III. DEFINITIONS

- A. **Application** means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other such documents submitted in connection with the underwriting of this Policy or the underwriting of any other professional liability or errors and omissions liability policy issued by the Insurer, or any of its affiliates, of which this Policy is a renewal, replacement or which it succeeds in time.

Reliance on any publicly available documents filed by the **Parent Company** with any governing regulatory body shall be limited to include only those documents filed within the twelve (12) months preceding the inception date of this Policy.

- B. **Claim(s)** means a demand or assertion of a legal right seeking damages made against any **Insured**. **Claim** includes a civil, arbitration, administrative, investigative, regulatory or alternative dispute proceeding against any **Insured** and is commenced by the service of a complaint or similar pleading.
- C. **Defense Costs** means reasonable and necessary legal fees and expenses, consented to by the Insurer, incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating **Claims**, and the premiums for appeal, attachment or similar bonds. The Insurer, however, shall have no obligation to apply for or furnish such bonds.

Defense Costs do not include regular or overtime wages, salaries, fees or benefits of the **Insured Individuals** or the **Policyholder's** overhead expenses.

- D. **Financial Impairment** means:

1. the appointment by any provincial, state or federal official, agency or court of any receiver, trustee,

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examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Policyholder**, or

2. the **Policyholder** becoming subject to Court protection under the Companies' Creditors Arrangement Act in Canada (CCAA) or designated a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under another foreign law.

E. **Insured(s)** means the **Insured Individuals** and the **Policyholder**.

F. **Insured Individual(s)** means any one or more natural persons who are past, present or future duly elected or appointed director(s), de facto director(s), officer(s), trustee(s), **Manager(s)** or employee(s) of the **Policyholder**, or such functional equivalent if serving in a position outside of Canada or the United States.

G. **Interrelated Wrongful Acts** means any and all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally or logically connected facts, circumstances, situations, events, transactions or causes.

H. **Loss** means the amount(s) which the **Insureds** become legally obligated to pay on account of a **Claim**, including damages, judgments, any award of pre-judgment or post-judgment interest, settlement amounts, costs and fees awarded pursuant to judgments, and **Defense Costs**.

Loss does not include:

1. any amounts for which the **Insureds** are legally or financially absolved from payment;
2. any investigative costs other than **Defense Costs** in connection with a **Claim**;
3. taxes or the loss of tax benefits, or fines or penalties imposed by law;
4. disputes over return of fees, deposits, commissions or charges for goods or services;
5. cost of correcting, performing or re-performing **Professional Services** by:
 - a. any **Insured**; or
 - b. any other party when an **Insured** had the opportunity to correct, perform or reperform the service that generated the cost;
6. any amounts for which an **Insured Individual** is not financially liable or which are without legal recourse to an **Insured Individual**;
7. matters uninsurable under the law applicable to this Policy;
8. punitive, exemplary or the multiplied portion or any multiplied damage award.

However, in determining the insurability of punitive or exemplary damages, or the multiplied portion of any multiplied damage award, it is agreed that the law of the jurisdiction most favorable to the insurability of those damages will control for purposes of resolving any dispute between the Insurer and the **Insureds**, provided that such jurisdiction is:

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- a. where the punitive, exemplary or multiplied damages were awarded or imposed;
 - b. where the **Wrongful Act** underlying the **Claim** took place;
 - c. where either the Insurer or any **Insured** is incorporated, has its principal place of business or resides; or
 - d. where this Policy was issued or became effective.
- I. **Manager(s)** means any one or more natural persons who are a past, present or future manager, managing member, member of the board of managers or equivalent executive of a company that is a limited liability company.
- J. **Parent Company** means the company designated in **Item 1** in the Declarations.
- K. **Policyholder** means the **Parent Company** and its **Subsidiaries**.
- L. **Policy Period** means the period of time specified in **Item 2** in the Declarations, subject to prior termination in accordance with Section VIII. D.
- M. **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified under the Canadian Environmental Protection Act (1999), the United States Environmental Protection Agency or any federal, provincial, state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, mold, spores, fungi, germs, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field.
- N. **Professional Services** means those services performed by any of the **Insureds** solely in the conduct of the **Policyholder's** business as described in **Item 7** in the Declarations, pursuant to a written contract, including the supervision of any **Insured Individual** providing such **Professional Services**; provided, however, **Professional Services** shall not include:
1. acting as a real estate broker or agent, escrow agent, property manager, appraiser, or title agent;
 2. the **Insured's** actual or alleged oral or written representation, promise or guarantee of the past performance or future value of any insurance or investment product;
 3. managed care services; medical or healthcare services, architectural or construction management services, the practice of law or the rendering of legal services; or
 4. services performed by any entity of which the **Insureds** shall have acquired ownership or control as security for a loan or extension of credit.
- O. **Subsidiary(ies)** means any entity in which and so long as the **Parent Company**, either directly or indirectly:
1. owns more than fifty (50) percent of the issued and outstanding voting equity securities; or
 2. controls voting rights representing the present right to vote for election or to appoint more than

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fifty (50) percent of the directors or trustees;

on or before the effective date of this Policy, or after the effective date of this Policy if the entity is covered pursuant to Section VIII.B.1. In all events, the coverage afforded under this Policy with respect to a **Claim** made against a **Subsidiary** or any director, officer or employee thereof, shall only apply to **Wrongful Acts** committed or allegedly committed after the effective date such **Subsidiary** became a **Subsidiary** and prior to the date such **Subsidiary** ceased to be a **Subsidiary**.

- P. **Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty in the rendering of or failure to render **Professional Services** by any **Insured Individual** in their capacity as such, or by the **Policyholder**;

IV. EXCLUSIONS

The Insurer shall not be liable for **Loss** in connection with any **Claim** made against any **Insured**:

- A. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any fact, circumstance, transaction, event or **Wrongful Act** which before the Pending or Prior Claim Date set forth in **Item 6** of the Declarations was the subject of any notice of claim, loss or notice of potential claim or potential loss given under any other errors and omissions liability policy of insurance;
- B. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Wrongful Act** which, on or prior to the Continuity Date set forth in **Item 5** in the Declarations, any **Insured** knew or could have reasonably foreseen could lead to a **Claim**;
- C. for any actual or alleged bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof;
- D. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**; whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution;
- E. brought or maintained by or on behalf of any **Insured**, or a receiver, liquidator, rehabilitator, trustee in bankruptcy or successor to the rights of any **Insured** under this Policy, against another **Insured** under this Policy; provided, however, this exclusion shall not apply to a **Claim** by any **Insured** in its capacity as a customer or client of the **Policyholder** against another **Insured**;
- F. for actual or alleged violation(s) of any of the responsibilities, obligations or duties imposed by the Pension Benefits Act R.S.O 1990, Chapter P.8 as amended, Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, or any violation of any federal, provincial, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto, but solely with respect to any employee benefit plan sponsored or established by the **Policyholder**, or with respect to the employment of employees of the **Policyholder**;
- G. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving

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infringement of patent, copyright or trademark or servicemark;

- H. for tax monies, commissions or other compensation, or arising out of any commingling of funds;
- I. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the **Financial Impairment** of the **Policyholder**;
- J. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any express warranties or guarantees made in connection with **Professional Services**;
- K. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the performance of or failure to perform services for any person or entity:
 - 1. which is controlled by any **Insured**; or
 - 2. which owns or controls any **Insured**; or
 - 3. which is affiliated with the **Insured** through any common ownership or control;
- L. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving liability assumed under any contract or agreement provided that this exclusion shall not apply to liability which would have attached to an **Insured** in the absence of the contract or agreement;
- M. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the unauthorized access to any electronic data processing or computer systems of an **Insured**;
- N. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - 1. the gaining of any profit, remuneration, or advantage to which an **Insured** was not legally entitled; or
 - 2. any willful violation of any statute or regulation or any deliberately criminal or fraudulent act, error or omission by an **Insured**,

if evidenced by any judgment, final adjudication, plea, alternate dispute resolution proceeding or a document or written statement by an **Insured**;

However, this exclusion shall not apply to **Loss** in connection with any **Claim** which includes allegations of fraud in rendering or in failing to render **Professional Services**;

- O. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving investment banking activity including the underwriting, securitization, syndication, promoting or market making of any debt or equity instrument or security, or other extension of credit;
- P. based upon the rendering of advice or recommendations regarding any actual, attempted or threatened merger, acquisition, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, insolvency proceeding, reorganization, capital restructuring, recapitalization, spin-off, primary or secondary offerings of debt or equity securities or other evidence of indebtedness, dissolution or sale of all or substantially all assets or equity of a business entity or any other effort to raise or furnish capital or financing for any enterprise or entity;

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- Q. based upon the rendering of a fairness opinion regarding the valuation of any assets or business entity not held by the **Insured** as a trustee;
- R. based upon any acquisition or sale of securities by the **Insured** for their own account; or
- S. arising out of any disclosure obligations in connection with any of the foregoing exclusions described in Section IV. O., P., Q., and R above;
- T. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any actual or alleged discrimination by the **Insured**.

With respect to all exclusions set forth above, no fact pertaining to, knowledge possessed by or conduct by any **Insured Individual** shall be imputed to any other **Insured Individual**.

V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT**A. Limit of Liability:**

The Insurer's maximum aggregate liability under all Insuring Agreements for all **Loss** arising from all **Claims** first made during the **Policy Period** shall be the Limit of Liability set forth in **Item 3** in the Declarations.

The Limit of Liability for the Extended Reporting Period, if purchased, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the Extended Reporting Period shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the Insurer for such **Policy Period** and Extended Reporting Period, combined.

Defense Costs are part of, and not in addition to, the Limit of Liability set forth in **Item 3** in the Declarations and the payment by the Insurer of **Defense Costs** reduces and may totally exhaust such Limit of Liability.

If the Limit of Liability is exhausted by payment of **Loss**, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.

All **Claims** arising from the same **Wrongful Act** and all **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the earlier date that: (i) any of the **Claims** is first made against an **Insured**, whether during the period of this Policy or any prior policy, or (ii) valid notice was given by the **Insureds** under this Policy or any prior policy of any **Wrongful Act** or any fact, circumstance, situation, event, transaction or cause which underlies such **Claim**. Coverage under this Policy shall apply only with respect to **Claims** deemed to have been first made during the **Policy Period** and reported in writing to the Insurer in accordance with the terms herein.

B. Retention:

The Insurer shall be liable for only that part of **Loss** arising from a **Claim** which is excess of the applicable Retention set forth in **Item 4** in the Declarations, and such Retention shall be borne by the **Insureds** uninsured and at their own risk. Any payments made to satisfy the retention or deductible under another policy of insurance shall not satisfy or apply towards the applicable Retention, or any portion thereof, under this Policy of insurance. If different parts of **Loss** arising from a single **Claim** are subject to different Retentions under this Policy, the applicable Retention will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.

**FINANCIAL SERVICES PROFESSIONAL LIABILITY****C. Defense and Settlement:**

It shall be the Insurer's duty to defend **Claims**.

The **Insureds** shall not settle any **Claim**, select any defense counsel, incur any **Defense Costs**, admit or assume any liability, stipulate to any judgment, or otherwise assume any obligation without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, **Defense Costs**, assumed obligation, admission or stipulated judgment to which it has not consented or for which the **Insureds** are not legally obligated. The **Insureds** shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. Notwithstanding any of the foregoing, if all **Insureds** are able to fully and finally dispose with prejudice a **Claim** for an amount not exceeding any applicable Retention amount, including **Defense Costs**, then the Insurer's consent shall not be required for such disposition.

The **Insured** shall be given the opportunity to associate with the Insurer in the investigation, defense and settlement, including but not limited to the negotiation of a settlement, of any **Claim** that appears reasonably likely to be covered in whole or in part hereunder.

If the Insurer recommends a settlement within the Policy's applicable Limit of Liability which is acceptable to the claimant and the **Insureds** refuse to consent to such settlement, then the Insurer's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Insurer could have settled such **Claim**, plus an additional fifty (50) percent of such amount, plus **Defense Costs** up to the date the **Insureds** refused to settle such **Claim**. However, in no event shall the Insurer's liability exceed the applicable Limit of Liability set forth in **Item 3** in the Declarations.

The **Insureds** shall provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and shall do nothing that may prejudice the Insurer's potential or actual rights of recovery with respect to **Loss** paid on account of a **Claim**.

Subject to Section VIII. GENERAL CONDITIONS, Item A. (Allocation), and the other terms and conditions of this Policy, the Insurer shall advance on behalf of the **Insureds** the **Defense Costs** which the **Insureds** have incurred in connection with **Claims** made against them, prior to the final disposition of such **Claims**, provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, severally according to their interests, shall repay such **Defense Costs** to the Insurer.

VI. AWARENESS PROVISION

- A.** If during the **Policy Period** any **Insured** becomes aware of circumstances which could give rise to a **Claim**, and the **Insured** gives written notice of such circumstances to the Insurer during the **Policy Period**, then any **Claim** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** in which the circumstances were first reported to the Insurer. No coverage shall be provided for fees and expenses incurred prior to the time such circumstances result in a **Claim**.
- B.** The **Insureds** shall, as a condition precedent to exercising their rights hereunder:
1. include with any notice of circumstances a description of such circumstances, the nature of the potential **Wrongful Act**, the nature and extent of the potential damages, the names of the potential claimants, and the manner in which the **Insured** first became aware of such circumstances, and

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2. give the Insurer such additional information and cooperation as it may reasonably require.

VII. NOTICES

All notices under any provision of this Policy must be made in writing and delivered by prepaid express courier, certified mail or fax. Notices to the **Insureds** shall be given to the **Parent Company**. Notices to the Insurer shall be given to the appropriate party at the address set forth in **Item 11** in the Declarations. Notices given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notices are sent, whichever is earlier.

VIII. GENERAL CONDITIONS**A. Allocation:**

If in any **Claim**, the **Insureds** who are afforded coverage for such **Claim** incur **Loss** jointly with others (including other **Insureds**) who are not afforded coverage for such **Claim**, or incur an amount consisting of both **Loss** covered by this Policy and loss not covered by this Policy because such **Claim** includes both covered and uncovered matters, then the **Insureds** and the Insurer agree to use their best efforts to determine a fair and proper allocation of covered **Loss**. The Insurer's obligation shall relate only to those sums allocated to matters and **Insureds** which are afforded coverage. In making such determination, the parties shall take into account the relative legal and financial exposures of the **Insureds** in connection with the defense and/or settlement of the **Claim**.

If the **Insureds** and the Insurer agree on an allocation of **Defense Costs**, the Insurer shall advance **Defense Costs** allocated to the covered **Loss**. If the **Insureds** and the Insurer cannot agree on an allocation of **Defense Costs**, the Insurer shall advance on a current basis **Defense Costs** which the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of **Defense Costs** on account of a **Claim** shall be applied retroactively to all **Defense Costs** on account of such **Claim**, notwithstanding any different allocation made in connection with any prior advancement of **Defense Costs**. Any allocation or advancement of **Defense Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** arising from such **Claim** or any other **Claim**.

B. Transactions That Impact Coverage:**1. Acquisition or Creation of Another Organization:**

- a. If, after the effective date of this Policy, the **Policyholder**:
 - i. creates or acquires an entity;
 - ii. merges with another entity such that the **Policyholder** is the surviving entity; or
 - iii. assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity;

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the fair market value of all cash, securities, assumed indebtedness and other consideration paid by the **Policyholder** in such creation, merger, acquisition or assumption does not exceed fifty

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(50) percent of the total consolidated assets of the **Policyholder** as of the date of the **Policyholder's** most recent audited consolidated financial statement prior to such creation, merger, acquisition or assumption.

Notwithstanding the above, if such consideration paid exceeds fifty (50) percent of the total consolidated assets of the **Policyholder**, this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, **Managers** or employees for a period of ninety (90) days after the effective date of such creation, merger, acquisition or assumption. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this Subsection.

- b. There shall be no coverage for any **Wrongful Act** by such created, acquired or merged entity or by any persons or entities considered to be **Insureds** pursuant to paragraph (a) above, where such **Wrongful Act** occurred in whole or in part before the effective date of such creation, acquisition or merger or for any **Wrongful Act** occurring on or after such date which, together with any **Wrongful Acts** occurring before such date, constitute **Interrelated Wrongful Acts**.

2. **Acquisition of Parent Company:**

If, during the **Policy Period**, any of the following events occurs:

- a. the acquisition of the **Parent Company**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Parent Company** into or with another entity such that the **Parent Company** is not the surviving entity; or
- b. the acquisition by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty (50) percent of the directors of the **Parent Company**;

then coverage under this Policy shall continue until termination of the **Policy Period** and shall not be cancellable by the **Parent Company**, but only with respect to **Wrongful Acts** occurring prior to such merger, consolidation or acquisition. The **Parent Company** shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable together with such information as the Insurer may require. However, coverage under this Policy will cease as of the effective date of such event with respect to **Wrongful Acts** occurring after such event. The appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Parent Company**, or the **Parent Company** becoming subject to court protection under the Companies' Creditors Arrangement Act in Canada (CCAA) or designated a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law, shall not be considered an acquisition within the meaning of this Subsection.

3. **Cessation of a Subsidiary:**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and its **Insureds** shall continue until termination of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to the date such organization ceased to be a **Subsidiary**.

**FINANCIAL SERVICES PROFESSIONAL LIABILITY****C. Representations:**

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written **Application** for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted to another insurer with respect to prior coverage incepting as of the Continuity Date, if any, set forth in **Item 5** in the Declarations. All such statements shall be deemed material to the acceptance of the risk covered by the Insurer, are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

D. Cancellation/Nonrenewal:

1. The **Parent Company** may cancel this Policy during the **Policy Period** by giving the Insurer advance written notice of cancellation stating when thereafter such cancellation will be effective.
2. The Insurer may only cancel this Policy in the event of nonpayment of premium by giving the **Parent Company** written notice of cancellation at least twenty (20) days before the effective time of cancellation.
3. Notice of cancellation shall state the effective time of cancellation. The **Policy Period** shall end at that time.
4. If this Policy is cancelled, the Insurer shall send the **Parent Company** any premium refund as soon as practicable. If the **Parent Company** cancels, the refund shall be on the customary short rate basis. The return or tender of a return premium is not a condition precedent to the cancellation becoming effective at the time stated in the cancellation notice.
5. If the Insurer decides not to renew this Policy, the Insurer shall provide written notice to the **Parent Company** at least sixty (60) days prior to the end of the **Policy Period**.
6. If any controlling law requires a longer period of notice by the Insurer, the Insurer shall give such longer notice.

E. Other Insurance:

If any **Loss** arising from any **Claim** is insured by any other policy(ies), prior or current, then this Policy shall apply only in excess of the amount of any deductibles, retentions, and limits of liability under such other policy(ies) whether such policy(ies) is stated to be primary, contributory, excess, contingent or otherwise, unless such policy(ies) is written to be specifically excess of this Policy by reference in such other policy(ies) to this Policy's Policy Number indicated in the Declarations.

F. Territory:

This Policy shall apply to **Claims** made against the **Insureds** anywhere in the world.

G. Valuation and Currency:

All premiums, limits, Retentions, **Loss** and other amounts under this Policy are expressed and payable in accordance with the currency specified in **Item 8** in the Declarations. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than that specified

FINANCIAL SERVICES PROFESSIONAL LIABILITY

in **Item 8** in the Declarations, payment under this Policy shall be made at the rate of exchange published in *The Globe and Mail* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due.

H. Subrogation:

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery, and the **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insureds**.

I. No Action Against Insurer:

No action shall lie against the Insurer unless, as a condition precedent thereto, there has been full compliance with all the terms of this Policy. No person or organization shall have any right under this Policy to join the Insurer as a party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the Insurer be impleaded by the **Insureds** or their legal representatives.

J. Bankruptcy:

Bankruptcy or insolvency of the **Policyholder** or of any **Insured Individual** shall not relieve the Insurer of its obligations nor deprive the Insurer of its rights or defenses under this Policy.

K. Authorization:

By acceptance of this Policy, the **Parent Company** agrees to act on behalf of the **Insureds** with respect to the giving and receiving of any notice provided for in this Policy (except the giving of notice to apply for any Extended Reporting Period), the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements, and the **Insureds** agree that the **Parent Company** shall act on their behalf.

L. Alteration and Assignment of Interest:

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorized representative of the Insurer. The **Insureds** agree that this Policy constitutes the entire agreement between the **Insureds** and the Insurer, or any of their agents or brokers. Notice to or knowledge possessed by the Insurer, the **Insureds** or any agent, broker or other person acting on behalf of the **Insureds** or Insurer shall not effect a waiver of or estop the Insurer or the **Insureds** from asserting any rights under this Policy.

M. Headings:

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

N. Service of Suit:

The Insurer agrees that in the event of its failure to pay any amount claimed to be due under this Policy, it, at the request of an **Insured**, shall submit to the jurisdiction of any court having competent jurisdiction within Canada, and all matters arising under this Policy shall be determined in accordance with the law and



FINANCIAL SERVICES PROFESSIONAL LIABILITY

practice of such court.

The Insurer hereby designates the Office of the Superintendent of Financial Institutions, or similar official specified by law for that purpose, or the person designated in the following paragraph, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of an Insured arising from this Policy. It is further agreed that the Insurer shall abide by the final decision of any court having competent jurisdiction and in which such action, suit or proceeding is brought, including any court having competent appellate jurisdiction.

Upon receipt of process lawfully served, the Insurer designates the following person to whom the official designated in the above paragraph may mail such process:

Head of Canada Insurance and Chief Agent
70 York Street, Suite 1010,
Toronto, Ontario M5J1S9

IX. GOVERNING LAW

It is agreed that any interpretation of the coverage afforded by this Policy, including by reference any terms, conditions and provisions contained herein, will be governed by the laws of the province in Canada in which this Policy is issued.

For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of AXIS Reinsurance Company (Canadian Branch)'s insurance business in Canada.

SIGNATURE PAGE FOLLOWS.



SIGNATURE PAGE

In witness whereof, this policy has been executed and attested by the undersigned in Toronto, Ontario, Canada.

A handwritten signature in black ink, appearing to read "Andrew M. Weissert".

Andrew M. Weissert

Secretary

A handwritten signature in black ink, appearing to read "Michael McKenna".

Michael McKenna

President & CEO

A handwritten signature in black ink, appearing to read "Brad Randell".

Brad Randell

Chief Agent



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
1	12:01 a.m. on Per Certificate	CTR796199/01/2024	INCLUDED

REGULATORY AMENDMENT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
Financial Services Professional Liability Policy- FORM FIEO 901A

To be attached to and form part of Policy Number: CTR796199/01/2024

It is agreed that:

I. ALBERTA AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of Alberta, the following applies:

A. Section IV. EXCLUSIONS, Item N is amended to include:

1. This exclusion shall not apply to **Loss** in connection with any **Claim** arising out of any act, omission or misrepresentation of the **Insured** that is dishonest, fraudulent, criminal, or malicious and was committed by the **Insured** in the performing of, or in the failure to perform, **Professional Services** as a Life Insurance Agency and/or Accident and Sickness Insurance Agency.
2. The Insurer's Limit of Liability for coverage afforded by way of this endorsement SECTION I. ALBERTA AMENDATORY ENDORSEMENT shall be \$1,000,000 per Claim and \$2,000,000 maximum aggregate per **Policy Period**. These limits will not increase the Insurer's Limit of Liability as stated in Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT of this Policy. Such **Claim(s)** shall be subject to a Retention set forth in **Item 4** of the Declarations.
3. Notwithstanding the above, coverage afforded by way of this endorsement SECTION I. ALBERTA AMENDATORY ENDORSEMENT shall not benefit any person committing, making or condoning any such dishonest or fraudulent act. Nor shall such coverage benefit any creditor of any **Insured** hereunder for non-payment of accounts, or refunds of premiums or premium taxes.

B. Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT is amended to include:

1. The Insurer's Limit of Liability for coverage afforded by this Policy shall not be less than \$500,000 per **Claim** and \$2,000,000 maximum aggregate for all **Claim(s)** made during the **Policy Period**. These limits as stated herein shall be dedicated to **Claim(s)** arising in the province of Alberta.

C. Section VIII. GENERAL CONDITIONS, Item D is amended to include:

1. The Insurer, by way of the Producer, agrees to give written notice by registered mail of any cancellation or non-renewal of this Policy to the *Alberta Insurance Council*. The Insurer further agrees that the cancellation or non-renewal of the policy shall not become effective until thirty (30) days after actual receipt of such notice by the *Alberta Insurance Council*.



II. MANITOBA AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of Manitoba, the following applies:

A. Section II. COVERAGE EXTENSIONS, Item C is amended to include:

1. In consideration of the premium paid, coverage afforded by way of this endorsement SECTION II. MANITOBA AMENDATORY ENDORSEMENT shall automatically include an Extended Reporting Period of five (5) years, and shall apply to **Claim(s)** arising out of errors, acts and omissions that occurred prior to the inception of coverage provided by this Policy, provided that such errors, acts and omissions occurred after June 1, 2001 and that the **Insured** had no prior knowledge of such **Claim**.

B. Section IV. EXCLUSIONS, Item N is amended to include:

1. This exclusion shall not apply to **Loss** in connection with any **Claim** arising out of any act, omission or misrepresentation of the **Insured** that is dishonest, fraudulent, criminal, or malicious and was committed by the **Insured** in the performing of, or in the failure to perform, **Professional Services** as a Life Insurance Agency and/or Accident and Sickness Insurance Agency.
2. The Insurer's Limit of Liability for coverage afforded by way of this endorsement SECTION II. MANITOBA AMENDATORY ENDORSEMENT shall be \$1,000,000 per **Claim** and \$5,000,000 maximum aggregate per **Policy Period**. These limits will not increase the Insurer's Limit of Liability as stated in Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT of this Policy. Such **Claim(s)** shall be subject to a Retention set forth in **Item 4** of the Declarations.
3. Notwithstanding the above, coverage afforded by way of this endorsement SECTION II. MANITOBA AMENDATORY ENDORSEMENT shall not benefit any person committing, making or condoning any such dishonest or fraudulent act. Nor shall such coverage benefit any creditor of any **Insured** hereunder for non-payment of accounts, or refunds of premiums or premium taxes.

C. Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, Item A, third paragraph, is deleted in its entirety and replaced with the following:

1. **Defense Costs** are in addition to, the Limit of Liability set forth in **Item 3** in the Declarations and the payment by the Insurer of **Defense Costs** will not reduce such Limit of Liability. This paragraph shall supersede any contradicting language contained within the **Application/Declarations** which form part of this Policy.

D. Section VIII. GENERAL CONDITIONS, Item D is amended to include:

1. The Insurer, by way of the Producer, agrees to give written notice by registered mail of any cancellation or non-renewal of this Policy to the *Manitoba Insurance Council*. The Insurer further agrees that such cancellation or non-renewal shall not become effective until fifteen (15) days after actual receipt of such notice by the *Manitoba Insurance Council*.

III. NEWFOUNDLAND AND LABRADOR AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of Newfoundland and Labrador, the following applies:



A. Section IV. EXCLUSIONS, Item N is amended to include:

1. This exclusion shall not apply to **Loss** in connection with any **Claim** arising out of any act, omission or misrepresentation of the **Insured** that is dishonest, fraudulent, criminal, or malicious and was committed by the **Insured** in the performing of, or in the failure to perform, **Professional Services** as a Life Insurance Agency and/or Accident and Sickness Insurance Agency.
2. The Insurer's Limit of Liability for coverage afforded by way of this endorsement SECTION III. NEWFOUNDLAND AND LABRADOR AMENDATORY ENDORSEMENT shall be \$1,000,000 per **Claim** and \$2,000,000 maximum aggregate per **Policy Period**. These limits will not increase the Insurer's Limit of Liability as stated in Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT of this Policy. Such **Claim(s)** shall be subject to a maximum Deductible of \$10,000.
3. Notwithstanding the above, coverage afforded by way of this endorsement SECTION III. NEWFOUNDLAND AND LABRADOR AMENDATORY ENDORSEMENT shall not benefit any person committing, making or condoning any such dishonest or fraudulent act. Nor shall such coverage benefit any creditor of any **Insured** hereunder for non-payment of accounts, or refunds of premiums or premium taxes.

B. Section VIII. GENERAL CONDITIONS, Item D is amended to include:

1. The Insurer, by way of the Producer, agrees to give written notice by registered mail of any cancellation, non-renewal, or reduction in the Limit of Liability of this Policy to the *Newfoundland Insurance Council - Insurance Division, P.O. Box 8700, St John's Newfoundland, A1B 4J6*. The Insurer further agrees that such cancellation, non-renewal, or reduction in the Limit of Liability not become effective until sixty (60) days after actual receipt of such notice by the *Department of Justice Licensing and Enforcement*.

IV. NOVA SCOTIA AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of Nova Scotia, the following applies:

A. Section XIII. GENERAL CONDITIONS, Item D is amended to include:

1. The Insurer, by way of the Producer, agrees to give 30 (thirty) days prior written notice by registered mail to the cancellation this Policy to the *Nova Scotia Department of Finance, Financial Institutions Division, 5151 Terminal Road 7th Floor, Halifax, Nova Scotia, B3J 1A1*.

V. ONTARIO AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of Ontario, the following applies:

A. Section IV. EXCLUSIONS, Item N is amended to include:

1. This exclusion shall not apply to **Loss** in connection with any **Claim** arising out of any act, omission or misrepresentation of the **Insured** that is dishonest, fraudulent, criminal, or malicious and was committed by the **Insured** in the performing of, or in the failure to perform, **Professional Services** as a Life Insurance Agency and/or Accident and Sickness Insurance Agency.



2. The Insurer's Limit of Liability for coverage afforded by way of this endorsement SECTION V. ONTARIO AMENDATORY ENDORSEMENT shall be \$1,000,000 per **Claim** and \$2,000,000 maximum aggregate per **Policy Period**. These limits will not increase the Insurer's Limit of Liability as stated in Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT of this Policy. Such **Claim(s)** shall be subject to a Retention set forth in **Item 4** of the Declarations.
3. Notwithstanding the above, coverage afforded by way of this endorsement SECTION V. ONTARIO AMENDATORY ENDORSEMENT shall not benefit any person committing, making or condoning any such dishonest or fraudulent act. Nor shall such coverage benefit any creditor of any **Insured** hereunder for non-payment of accounts, or refunds of premiums or premium taxes.

B. Section XIII. GENERAL CONDITIONS, Item D is amended to include:

1. The Insurer, by way of the Producer, agrees to give written notice by registered mail of any cancellation, non-renewal, or reduction in the Limit of Liability of this Policy to the *Financial Services Commission of Ontario (FSCO), 5610 Yonge Street 15th Floor, Box 85, Toronto, Ontario, M2N 6L9*. The Insurer further agrees that such cancellation, non-renewal, or reduction in the Limit of Liability not become effective until thirty (30) days after actual receipt of such notice by the *Financial Services Commission of Ontario (FSCO)*.

VI. QUEBEC AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of Quebec, the following applies:

A. Section II. COVERAGE EXTENSIONS, Item C is amended to include:

1. Any **Insured** who permanently ceases to provide **Professional Services** during the **Policy Period** shall be automatically granted an Extended Reporting Period for five (5) years at no additional premium following the date of cessation, but only for any **Wrongful Acts** occurring prior to the effective date of such cessation.

B. Section III. DEFINITIONS, Item F is deleted in its entirety and replaced with the following:

1. **Insured Individual(s)** means any one or more natural persons who are past, present or future duly elected or appointed director(s), de facto director(s), officer(s), trustee(s), **Manager(s)**, employee(s) mandatories, trainees or any representatives acting on behalf, and at the request of the **Parent Company**, or such functional equivalent if serving in a position outside of Canada or the United States.

C. Section III. DEFINITIONS, Item P is deleted in its entirety and replaced with the following:

1. **Wrongful Act** means any actual or alleged fault, error, negligence or omission in the rendering of or failure to render **Professional Services** by any **Insured Individual** in their capacity as such, or by the **Parent Company**;

D. Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT is amended to include:

1. For all **Claim(s)** made during the **Policy Period**, the Insurer's Limit of Liability for coverage afforded by this Policy shall not be less than:
 - a. \$500,000 per **Claim** and \$1,000,000 maximum aggregate where the **Parent Company** employs 3 reps or less; or



- b. \$1,000,000 per **Claim** and \$2,000,000 maximum aggregate where the **Parent Company** employs more than 3 reps;

E. Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, Item A, third paragraph, is deleted in its entirety and replaced with the following:

- 1. Pursuant to the Quebec Civil Code, **Defense Costs** are in addition to the Limits of Liability set forth in this Policy and therefore payment by the Insurer of **Defense Costs** will not reduce such Limits of Liability. This paragraph shall supersede any contradicting language contained within the **Application** and/or Declarations which form part of this Policy.

F. Section VIII. GENERAL CONDITIONS, Item D is amended to include:

- 1. The Insurer, by way of the Producer, agrees to give written notice by registered mail of any cancellation or non-renewal of this Policy to the Autorite des Marches Financiers at 2640 Boulevard Laurier, 3e etage, Sainte-Foy, Quebec, G1V5C1, as follow:
 - a. the Insurer or his representative must advise the Autorite des Marches Financiers of its intention not to renew the contract or to terminate the contract thirty (30) days prior to the date of non-renewal or termination;
 - b. the Insurer or his representative must notify the Autorite des Marches Financiers upon receipt from the representative notice of non-renewal or termination of an insurance contract;
- 2. The Insurer, by way of the Producer, must also notify the Autorite des Marches Financiers upon receipt of any **Claim** under the contract, regardless of whether the Insurer decides to honor the **Claim**.

G. Section IX. GOVERNING LAW is amended to include:

- 1. In accordance with this endorsement, it is agreed that coverage afforded by way of this Policy shall, at minimum, conform to the legal standards set out in the Quebec Civil Code.

VII. SASKATCHEWAN AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of Saskatchewan, the following applies:

A. Section IV. EXCLUSIONS, Item N is amended to include:

- 1. This exclusion shall not apply to **Loss** in connection with any **Claim** arising out of any act, omission or misrepresentation of the **Insured** that is dishonest, fraudulent, criminal, or malicious and was committed by the **Insured** in the performing of, or in the failure to perform, **Professional Services** as a Life Insurance Agency and/or Accident and Sickness Insurance Agency.
- 2. Solely with respect to **Professional Services** as a Life Insurance Agency and/or Accident and Sickness Insurance Agency, the Insurer's Limit of Liability for coverage afforded by way of this endorsement SECTION VII. SASKATCHEWAN AMENDATORY ENDORSEMENT shall be \$1,000,000 per **Claim** and \$1,000,000 maximum aggregate per **Policy Period**. These limits will not increase the Insurer's Limit of Liability as stated in Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT of this Policy. Such **Claim(s)** shall be subject to a Retention set forth in **Item 4** of the Declarations.



3. Notwithstanding the above, coverage afforded by way of this endorsement SECTION VII. SASKATCHEWAN AMENDATORY ENDORSEMENT shall not benefit any person committing, making or condoning any such dishonest or fraudulent act. Nor shall such coverage benefit any creditor of any **Insured** hereunder for non-payment of accounts, or refunds of premiums or premium taxes.

B. Section VIII. GENERAL CONDITIONS, Item D is amended to include:

1. The Insurer, by way of the Producer, agrees to give written notice by registered mail of any cancellation, non-renewal, or reduction in the Limit of Liability of this Policy to the *Insurance Council of Saskatchewan 310-2631 28th Avenue, Regina, Saskatchewan, S4S 6X3*. The Insurer further agrees that such cancellation, non-renewal, or reduction in the Limit of Liability not become effective until thirty (30) days after actual receipt of such notice by the *Insurance Council of Saskatchewan*.

VIII. BRITISH COLUMBIA AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of British Columbia, the following applies:

A. Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, Item A is amended to include:

1. The Insurer's Limit of Liability for coverage afforded by this Policy shall not be less than \$1,000,000 per **Claim** and \$2,000,000 maximum aggregate for all **Claim(s)** made during the **Policy Period**. These limits shall be dedicated to **Claim(s)** arising in the province of British Columbia.

- B. Any **Insured Individual** who is a licensed Life Insurance Agent and Accident and Sickness Agent agrees to give written notice by registered mail of any cancellation or non-renewal of this Policy to *the Insurance Council of British Columbia* within 5 business days of such cancellation or non-renewal.

IX. NEW BRUNSWICK AMENDATORY ENDORSEMENT

Solely with respect to the **Parent Company** acting under license to provide **Professional Services** in the province of New Brunswick, the following applies:

A. Section II. COVERAGE EXTENSIONS, Item C, the first paragraph, is deleted in its entirety and replaced with the following:

1. If the Insurer or the **Parent Company** chooses not to renew this Policy or the **Parent Company** cancels this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in **Item 12(A)** in the Declarations, to a two (2) year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal.

B. Section IV. EXCLUSIONS, Item N is amended to include:

1. This exclusion shall not apply to **Loss** in connection with any **Claim** arising out of any act, omission or misrepresentation of the **Insured** that is dishonest, fraudulent, criminal, or malicious and was committed by the **Insured** in the performing of, or in the failure to perform, **Professional Services** as a Life Insurance Agency and/or Accident and Sickness Insurance Agency.



2. Notwithstanding the above, coverage afforded by way of this endorsement SECTION IX. NEW BRUNSWICK AMENDATORY ENDORSEMENT shall not benefit any person committing, making or condoning any such dishonest or fraudulent act. Nor shall such coverage benefit any creditor of any **Insured** hereunder for non-payment of accounts, or refunds of premiums or premium taxes.

C. Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, Item A is amended to include:

1. The Insurer's Limit of Liability for coverage afforded by way of this endorsement SECTION IX. NEW BRUNSWICK AMENDATORY ENDORSEMENT shall be \$1,000,000 per **Claim** and \$2,000,000 maximum aggregate per **Policy Period**. These limits will not increase the Insurer's Limit of Liability as stated in Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT of this Policy. Such **Claim(s)** shall be subject to a Retention set forth in **Item 4** of the Declarations.

D. Section VIII. GENERAL CONDITIONS, Item D is amended to include:

1. The Insurer, by way of the Producer, agrees to give written notice by registered mail of any cancellation or non-renewal of this Policy to the Superintendent. The Insurer further agrees that such cancellation or non-renewal shall not become effective until thirty (30) days after actual receipt of such notice by the Superintendent.

All other terms and conditions remain unchanged.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
2	12:01 a.m. on Per Certificate	CTR796199/01/2024	INCLUDED

REGULATORY AMENDMENT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the additional premium of \$Incl., the following is agreed:

SCHEDULE OF BRITISH COLUMBIA-LICENSED INSURANCE ENTITIES:

Insurance Entity Name and Address:
Per Certificate

A. Item 4: RETENTION of the Declarations Form is amended to add the following:

Per Certificate (B) Each **Insurance Claim** subject to the Reinstated Limit of Liability

B. The definition of **Professional Services** is amended to include **Insurance Activities**.

C. The definitions of **Insurance Activities**, **Insurance Claim** and **Insurance Entity** are added as follows:

Insurance Activities means those **Professional Services** offered to or performed for others by an insurance agency or an insurance adjusting firm through its insurance salespersons, agents or adjusters, for which an active license issued by the appropriate insurance regulatory authority in the province of British Columbia is required.

Insurance Claim means a **Claim** based upon or arising from **Insurance Activities**.

Insurance Entity means an **Insured** that is engaged in **Insurance Activities**, if such entity is scheduled in the table above.

D. Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, A. is deleted and replaced by the following:

A. Limit of Liability:

1. Maximum Limits of Liability – Each **Claim** and Aggregate

It is the **Insured's** obligation, and not the Insurer's, to ensure compliance with the British Columbia Insurance Council Rule 7(11) such that the Limit of Liability stated in **Item 3(B)** of the Declarations for all **Loss** arising from all covered **Claims** under this Policy is not less than an amount equal to the total number of **Insurance Entities** multiplied by \$1,000,000 per **Claim**/\$2,000,000 aggregate.

Except to the extent reinstatement of the Limits of Liability applies under provision V.A.2., below:



- a. The Insurer's maximum aggregate liability under all Insuring Agreements for all **Loss**, inclusive of **Defense Costs**, arising from all **Claims** first made during the **Policy Period** shall not exceed the Limit of Liability set forth in **Item 3(B)** in the Declarations, except to the extent reinstatement of the Limit of Liability applies to **Insurance Claims**.
- b. Subject to the Insurer's maximum aggregate Limit of Liability stated in **Item 3(B)** of the Declarations, the Insurer's maximum liability under all Insuring Agreements for **Loss**, inclusive of **Defense Costs**, arising from each **Claim** first made during the **Policy Period** shall not exceed the Limit of Liability set forth in **Item 3(A)** of the Declarations.

2. Reinstatement of Limits of Liability for **Insurance Claims** – Each **Insurance Entity**

For each **Insurance Entity** covered under this Policy, if the applicable Limit of Liability to pay any **Insurance Claim** has been partially or wholly exhausted because of payment of **Claims** based upon or arising from **Professional Services** that do not comprise **Insurance Activities**, the Insurer agrees to reinstate the Limit of Liability to pay such **Claim** for each such **Insurance Entity** up to a maximum of \$1,000,000 per **Insurance Claim**, not to exceed \$2,000,000 in the aggregate for all **Insurance Claims**. The reinstated Limit of Liability shall not apply to any **Insurance Claim** for which **Loss** or **Defense Costs** have been or are paid in whole by the policy's original Limit of Liability for such **Claim**.

3. The Limit of Liability for the Extended Reporting Period, if purchased, shall be part of and not in addition to the Limit of Liability stated in **Item 3(B)** of the Declarations for the immediately preceding **Policy Period**. The purchase of the Extended Reporting Period shall not increase or reinstate the Limit of Liability, unless such Limit is otherwise reinstated pursuant to provision V.A.2. herein, which shall be the maximum liability of the Insurer for such **Policy Period** and Extended Reporting Period, combined.
4. **Defense Costs** are part of, and not in addition to, the Limit of Liability set forth in **Item 3** in the Declarations and the payment by the Insurer of **Defense Costs** reduces and may totally exhaust such Limit of Liability. If the Limit of Liability is exhausted by payment of **Loss**, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.
5. All **Claims** arising from the same **Wrongful Act** and all **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the earlier date that: (i) any of the **Claims** is first made against an **Insured**, whether during the period of this Policy or any prior policy, or (ii) valid notice was given by the **Insureds** under this Policy or any prior policy of any **Wrongful Act** or any fact, circumstance, situation, event, transaction or cause which underlies such **Claim**. Coverage under this Policy shall apply only with respect to **Claims** deemed to have been first made during the **Policy Period** and reported in writing to the Insurer in accordance with the terms herein.

E. Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, B. is deleted and replaced by the following:

B. Retention:

The Insurer shall be liable for only that part of **Loss** arising from a **Claim** which is excess of the applicable Retention set forth in **Item 4(A)** in the Declarations, and such Retention shall be borne by the **Insureds** uninsured and at their own risk. However, if the reinstated Limit of Liability applies to any part of an **Insurance Claim**, the **Insured** shall be obligated to pay a total amount equal to the Retention set forth in **Item 4(B)** in the Declarations, inclusive of any Retention amounts already paid or payable for such **Insurance Claim**.



Any payments made to satisfy the retention or deductible under another policy of insurance shall not satisfy or apply towards the applicable Retention, or any portion thereof, under this Policy of insurance. If different parts of **Loss** arising from a single **Claim** are subject to different Retentions under this Policy, the applicable Retention will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
3	12:01 a.m. on Per Certificate	CTR796199/01/2024	INCLUDED

REGULATORY AMENDMENT FORM FIEO962A 0813

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, the following is agreed:

VII. SASKATCHEWAN AMENDATORY ENDORSEMENT (PART 2)

Solely with respect to the entity listed below while acting under license to provide **Professional Services** in the province of Saskatchewan, the following applies:

- A. The Insurer’s Limit of Liability for coverage afforded by way of this endorsement shall be at minimum \$1,000,000 per **Claim** and \$1,000,000 maximum aggregate per **Policy Period**. These limits will not increase the Insurer’s Limit of Liability as stated in Section V. LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT of this Policy.

If the Insurer’s maximum aggregate Limit of Liability for all **Loss** arising from all **Claims** first made or deemed first made during the **Policy Period** is fully exhausted by actual payment of **Loss** incurred outside of the province of Saskatchewan, then the Limit of Liability of this Policy shall be reinstated a single time up to a maximum amount of \$1,000,000 but only with respect to **Loss** incurred within the province of Saskatchewan.

| Per Certificate

For the purpose of this Endorsement only, **Professional Services** means activities relating to the sale of life insurance, accident and health insurance, hospitalization and medical insurance plans, group benefit administration service agreements, variable annuities and segregated funds.

All other terms and conditions remain unchanged.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
4	12:01 a.m. on Per Certificate	CTR796199/01/2024	INCLUDED

AMEND DEFINITION OF INSURED INDIVIDUAL(S) TO INCLUDE INDEPENDENT CONTRACTS ENDORSEMENT (SUBJECT TO SUBLIMITS OF LIABILITY AND OTHER INSURANCE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
Financial Services Professional Liability - FORM FIEO 901A

To be attached to and form part of Policy Number: CTR796199/01/2024

In consideration of the premium, it is agreed that the Policy is amended as follows:

A. The Declarations, the Item entitled **LIMIT OF LIABILITY** is amended by the addition of the following:

Item 3: LIMIT OF LIABILITY:	
\$500,000	(C) Maximum Sublimit of Liability for Independent Contractors for each Claim
\$2,000,000	(D) Maximum Aggregate Sublimit of Liability for Independent Contractors for all Claims under this Policy

Information in the above schedule may also appear on the Declarations.

B. The Section entitled **DEFINITIONS**, the definition of **Insured Individual(s)** is amended by the addition of the following:

Insured Individual(s) also means any one or more natural persons who are present or future independent contractor(s) of the **Policyholder**:

1. but only if and to the extent that such **Policyholder** provides supervision to such independent contractor(s), and only while such independent contractor(s) are performing work for or on behalf of such **Policyholder** pursuant to a written contract; and
2. provided, however, that:
 - a. such independent contractor(s) are subject to the Sublimits of Liability for Independent Contractors set forth in **Item 3** in the Declarations; and
 - b. any coverage afforded under this Policy for such independent contractor(s) for any **Loss** arising from any **Claims** is specifically excess of any other valid and collectible insurance available to such independent contractor(s) in accordance with Section VIII. GENERAL CONDITIONS, Item E. (Other Insurance) of this Policy.

C. The Section entitled **LIMIT OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT** is amended by the addition of the following paragraph:

Independent Contractors Sublimit of Liability:

The Insurer's maximum aggregate liability for all independent contractors under all Insuring Agreements for all **Loss** arising from all **Claims** first made during the **Policy Period** shall be the Sublimits of Liability for Independent Contractors set forth in **Item 3** in the Declarations. Such Sublimits of Liability for Independent Contractors shall be



included within and not in addition to the Limit of Liability for each **Claim** and the Maximum aggregate Limit of Liability for all **Claims** under this Policy, as applicable, set forth in **Item 3** in the Declarations.

- D. The Section entitled **GENERAL CONDITIONS**, the condition entitled Others Insurance is amended by the addition of the following:

Notwithstanding the above and solely with respect to any independent contractor(s) who are **Insured Individual(s)** under this Policy, this Policy shall be specifically excess of the amount of any deductibles, retentions, and limits of liability under any other valid and collectible insurance available to such independent contractor(s) for any **Loss** arising from any **Claims**, and this Policy shall not afford any coverage for any such **Loss** arising from any such **Claims** for any such independent contractor(s) until all such deductibles, retentions, and limits of liability under such other insurance have been fully depleted. This Policy shall not follow form in any way to such other insurance.

All other terms and conditions remain unchanged.