



Non-Profit & Association Directors and Officers Liability Insurance

SECTION 1

INSURING AGREEMENTS

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the Insurer and subject to the limitations, terms and conditions of this policy and any endorsements attached hereto:

- (a) the Insurer agrees with the Insured(s) to pay in accordance with the provisions of this policy, on behalf of the Insured(s), Damages which the Insured(s) shall become obligated to pay by reason of the liability imposed upon the Insured(s) by a court of law because of a Wrongful Act.
- (b) the Insurer agrees with the Named Insured that if during the policy period, any claim or claims are made against the Additional Insureds, or any of them, jointly or severally, for a Wrongful Act as defined, the Insurer will pay in accordance with the terms of this policy to the Named Insured, all Loss as defined, for which the Named Insured has indemnified the Additional Insureds as permitted by law.

SECTION II

ADDITIONAL INSURING AGREEMENTS

With respect only to the coverages provided by the Insuring Agreements, the Insurer further agrees with the Insured:

- 1) Upon receipt of notice of claim, to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- 2) To defend in the name and on behalf of, any Corporation, Organization or

person insured by this policy and at the cost of the Insurer, that part of any action claiming damages covered by this policy, even if any of the allegations in the action are groundless, frivolous, false or fraudulent; and

- 3) To pay all costs assessed against any Corporation, Organization or person insured by this policy in any action defended by the Insurer and any interest accruing upon that part of the judgment, which is within the coverage under this policy and within the limit of the Insurer's liability; and
- 4) To reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Insurer's request.

The amounts incurred under these Additional Insuring Agreements shall be payable in addition to the applicable limit of liability of this policy.

SECTION III

DEFINITIONS

1. "Wrongful Act" means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by an Insured in the discharge of their duties individually or collectively including the administration of the Insured's employee benefit program.

This policy applies only to Wrongful Acts which occurred:

- (i) during the policy period and then only if claim is first made against an Insured during the policy period or
- (ii) prior to the inception date and then only if the claim is made during the policy period, provided that prior to the inception date:
 - (a) the Insured had not received written or oral notice from any party indicating the intention of

Non-Profit & Association Directors and Officers Liability Insurance

such party to hold the Insured responsible for a Wrongful Act; or

(b) the Insured was not aware of any circumstance which may have given rise to the claim subsequently being made against the Insured for a Wrongful Act; and

(c) there is no other valid and collectible insurance applicable to such Wrongful Act.

2. The term "Employee Benefits" shall include group life, accident and health insurance, disability benefits, pension plans, workers' compensation and unemployment insurance.

3. The word "Insured" includes the Named Insured and also the Additional Insureds, as defined.

4. The term "Additional Insured" means the following while performing their duties for or in association with the Named Insured, but in no event shall the duties of an Additional Insured be interpreted to include sexual misconduct:

(i) any persons who were, now are, or will be duly elected or appointed directors, officers, trustees, volunteers, employees or members of any duly constituted committee of the Named Insured;

(ii) the estates, heirs, legal representatives or assigns of any person described in (i) above, in the event of their death, incapacity, bankruptcy or insolvency;

(iii) the lawful spouse of any person described in (i) above, if such spouse is named as a codefendant in a claim against any such person as a result of an alleged Wrongful Act solely by reason of 1) such spouse's status as a spouse, or 2) such spouse's ownership interest in

property which the claimant seeks as recovery.

5. The term "Damages", as used in Insuring Agreement (a) of Section I, as it relates to the Named Insured only, shall mean compensatory damages for which the Named Insured is legally obligated to pay by reason of liability imposed upon the Named Insured by a court of civil law because of a Wrongful Act.

6. The term "Loss", as used in Insuring Agreement (b) of Section I, means the amount for which the Named Insured has indemnified an Additional Insured for a claim or claims made against them for a Wrongful Act as defined and shall include damages, judgments and settlements.

SECTION IV

DEDUCTIBLE

The Named Insured will be responsible for payment of the Deductible amount stated in the declarations or the actual amount paid, whichever is the lesser, on all claims, including all expenses incurred under the Additional Insuring Agreements, arising out of any one Wrongful Act or series of Wrongful Acts.

SECTION V

EXCLUSIONS

This policy does not apply to any claim for a Wrongful Act that directly or indirectly causes, results in or arises out of:

1. bodily injury, sickness, disease, shock, mental anguish, mental injury, assault and/or battery and death at any time resulting therefrom or any claim for physical injury to or destruction of tangible property;

2. any dishonest, fraudulent or criminal act committed by an Insured but this exclusion does not apply to any other Insured(s) who did not

Non-Profit & Association Directors and Officers Liability Insurance

participate in such act or who did not have personal knowledge thereof;

3. false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character, humiliation, invasion of privacy, wrongful eviction or wrongful entry and discrimination;

4. the Insured(s) gaining any personal profit or advantage to which they were not legally entitled or the return by the Insured(s) of any money paid to them if payment of such money is held to be in violation of law;

5. Environmental Impairment, defined as:
 (i) the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid, gaseous or thermal irritant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or other contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;
 (ii) the generation of smell, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory phenomena;

nor does this policy apply to:

6. any claim arising out of the liability of others assumed by the Insured(s) under the terms of an agreement orally or in writing;

7. any fines or penalties or punitive, penal, exemplary or vindictive damages;

8. any claim quantum meruit or unjust enrichment;

9. the ownership, operation, maintenance or use of any gas, telephone or electric power utility, or of any hospital unless included as an Insured;

10. any liability or alleged liability arising directly or indirectly out of the failure, malfunction or inadequacy of any:

- a. electronic data processing equipment or any other equipment, including microchips embedded therein;
- b. computer program;
- c. software;
- d. media;
- e. data;
- f. memory storage system;
- g. memory storage device;
- h. real time clock;
- i. real time calculator;
- j. any other related component, system, process or device,

to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time, or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming.

Nor shall this Policy apply to any advice, assessment, audit, correction, conversation, renovation, rewriting or replacement of, or any failure to advise, assess, audit, correct, convert, renovate, rewrite or replace any:

- a. electronic data processing equipment, including microchips embedded therein;
- b. computer program;
- c. software;
- d. media;
- e. data;
- f. memory storage system;
- g. memory storage device;
- h. real time clock;
- i. data calculator;
- j. any other related component, system, process or device,

to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time, or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming.

It is further understood and agreed that this policy does not cover any cost or expense howsoever or whensoever

Non-Profit & Association Directors and Officers Liability Insurance

incurred for the correction, conversion, renovation, rewriting, or replacement of any computer system, component parts or program, whether belonging to the Insured or not, so as to render such computer system date compliant.

11. any Wrongful Act committed or alleged to have been committed prior to the Retroactive Date specified in the Declarations.

*the following exclusions 12, 13 and .14 do **not** apply to any claim against Additional Insureds:*

12. any claim arising out of:
- (i) a breach of contract;
 - (ii) negotiation for a contract;
 - (iii) tenders and contracts;
 - (iv) the selection and/or awarding of a contract;
 - (v) the failure to proceed with a contract;
- but this exclusion does not apply to any claim arising out of the administration of the Insured's employee benefit program.
13. any claim for legal equitable restitution or any expenditure, compensation or damages payable pursuant to Statute or Regulation;
14. without limiting the generality of Exclusion 12, any claim the payment of which would result in the satisfaction of a debt owed by the Insured on account of any goods or services rendered or work performed.

SECTION VI

DISCOVERY CLAUSE

If the Insurer shall cancel or refuse to renew this Policy for a reason other than non-payment of premium, the Insured shall have the right, upon payment of an additional premium of one-hundred percent (100%) of the annual premium hereunder, to an extension of the coverage granted by this policy with respect to any other claim or claims within the scope of this Policy first

made against the Insured during the period of one year after the date of such cancellation or non-renewal, but only in respect to any Wrongful Act committed before the date of such cancellation or non-renewal of the Policy. This right of extension shall terminate unless written notice, accompanied by the appropriate additional premium, is received by the Insurer within thirty (30) days after the effective date of cancellation or non-renewal of the Policy. No offer by the Insurer to renew this Policy with a reduction in coverage nor any reduction in coverage during the Policy Period will be construed as a cancellation or refusal to renew this policy.

SECTION VII

CONDITIONS

1. **LIMIT OF LIABILITY:** Regardless of the number of Insureds indemnified under this policy or the number of claims made or suits brought against these Insureds arising out of the same Act, interrelated Acts or one or more series of similar Acts, the total limit of the Insurer's liability under this policy shall not exceed the amount stated in the Declarations, which amounts shall be the maximum aggregate liability of the Insurer with respect to claims made during the policy period.

For purposes of this section, a claim shall be deemed to be made at the date that notice is given to the Insurer or at the date the claim is made against the Insured, whichever shall occur first.

2. **NOTICE OF CLAIM:** If during the policy period the Insured shall:

- (i) receive written or oral notice from any party that is the intention of such party to hold the Insured responsible for a Wrongful Act;
- (ii) become aware of any circumstance which may subsequently give rise to a claim being made against the Insured for a Wrongful Act;

Non-Profit & Association Directors and Officers Liability Insurance

and shall, during such period, give written notice thereof to the Insurer as soon as practicable and prior to the date of termination of the policy, then any claim which may subsequently be made against the Insured arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy period in which such notice was given.

The Insured shall, as a condition precedent to their rights under this policy, give to the Insurer notice in writing as soon as practicable of any claims made or any circumstance which may give rise to a claim and shall give the Insurer such information and cooperation as it may reasonably require.

If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer or to Jardine Lloyd Thompson Canada or any of its authorized agents, every demand, notice, summons or other process received by him or his representative.

The Insured shall, as soon as practicable, furnish the Insurer with copies of reports, investigations, pleadings and all other papers in connection therewith.

3. INVESTIGATION OF CLAIMS: The Insurer shall have the right to make such investigations, negotiation and settlement of any claim or suit as may be deemed expedient by the Insurer.

4. ASSISTANCE AND COOPERATION OF INSURED: The Insured shall cooperate with the Insurer and, upon the Insurer's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expense.

5. CROSS LIABILITY: This policy shall insure each person, firm, or corporation insured hereunder in the same manner and to the same extent as if a separate policy had been issued to each.

6. MORE THAN ONE INSURED: Notwithstanding Condition 5, the inclusion herein of more than one Insured shall not operate to increase the limits of the Insurer's liability.

7. PRECEDENCE OF PAYMENTS: Any indemnity payable under this policy shall be applied, first to the protection of the Named Insured and the remainder, if any, to the protection of any Additional Insured, as the Named Insured shall direct.

8. CANADIAN CURRENCY CLAUSE: It is understood and agreed that the limits, amounts and premium stipulated in this policy are in Canadian currency.

9. INSPECTION: The Insurer shall be permitted to inspect the Insured's premises and operations and to examine the Named Insured's books and records at any time during the policy and any extension thereof.

10. PREMIUM COMPUTATION: The premium stated in the Declarations is an estimated and deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the Insurer's premium bases, rates and rules shall be used in ascertaining the earned premium.

11. OTHER INSURANCE: If other valid and collectible insurance with any other Insurer is available to the Insured covering a claim also covered by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

12. SUBROGATION: In the event if any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

13. CHANGES: Notice to any agent or knowledge possessed by any agent or by any



Non-Profit & Association Directors and Officers Liability Insurance

other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy, not shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

14. CANCELLATION: This policy may be cancelled by the Insured by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Insured at the address shown in this policy written notice by registered mail stating when not less than sixty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Insurer shall be equivalent to mailing.

If the Insured cancels, the earned premium shall be computed in accordance with the Insurer's short rate table.

If the Insurer cancels, the earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effective. The Insurer's cheque or the cheque of its authorized representative, mailed or delivered aforesaid, shall be a sufficient tender of any refund or premium due to the Insured.

15. ACTION AGAINST INSURER: No action shall lie against the Insurer unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy.

16. TERMS OF POLICY CONFORM TO STATUTE: Terms of this policy which are in conflict with the statutes of the Province wherein this policy is issued are hereby amended to conform to such statutes.

17. DECLARATIONS: By acceptance of this policy the Insured agrees that the statements in the declarations are his representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the

Insurer or any of its agents relating to this insurance.

IN WITNESS THEREOF, THE INSURER, THROUGH THEIR REPRESENTATIVE DULY AUTHORIZED BY THEM FOR THIS PURPOSE, HAS CAUSED THIS POLICY TO BE EXECUTED ON THE DECLARATIONS PAGE.



Non-Profit & Association Directors and Officers Liability Insurance

ENDORSEMENT No 1

WRONGFUL DISMISSAL (LEGAL EXPENSE)

It is hereby declared and agreed that this policy is extended to include:

WRONGFUL DISMISSAL (Legal Expense): To reimburse the Named Insured for legal fees including disbursements, incurred in the defence of that part of a civil action claiming damages for wrongful dismissal, only if a claim for such damages is first made in writing against the Named Insured during the policy period.

LIMIT: \$250,000 per Claim and in the aggregate for all Claims during the Policy Period

CLAIM: It is defined as all reasonable legal fees and disbursements incurred after the Insured receives written notice that declares an action for wrongful dismissal will be or has been commenced.

EXCLUSIONS:

The insurance provided by this Endorsement shall not apply to:

- (a) Damages including costs and interest accruing upon such damages, awarded against the Named Insured in a civil action.
- (b) Liability for which coverage is afforded elsewhere in this policy.
- (c) Legal fees arising out of a labour dispute, union grievance, procedure, strike or lockout or because of the shut down of operations or merger with another entity.

STATUS INQUIRY: The Insurer reserves the right to make periodic inquiries to determine the status of any claim and the Insured shall cooperate with the Insurer in this regard.



Non-Profit & Association Directors and Officers Liability Insurance

ENDORSEMENT – USA JURISDICTION

Notwithstanding anything contained in this Policy to the contrary, it is hereby understood and agreed that with respect to any indemnification provided under the Policy for legal liability against the Insured to pay damages in respect of any judgement, award or settlement made within the jurisdiction of the United States of America, the following additional condition applies:

The Limits of Liability stated in the Policy Declarations are inclusive of the costs expenses, legal expenses and charges for which the Insurer in accordance with the terms and conditions of the Policy would otherwise be liable.

It is further understood and agreed that, regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT, ALL LIMITS, TERMS, CONDITIONS, PROVISIONS, DEFINITIONS AND EXCLUSIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.



Non-Profit & Association Directors and Officers Liability Insurance

ENDORSEMENT – SECURITY DEFAULT CANCELLATION CLAUSE

Notwithstanding anything contained in this Policy to the contrary, in the event of a “Default Event” occurring (as hereinafter described) in relation to any Insurer, the Insured shall have the right to give notice of cancellation to such Insurer in respect of their participation in this Policy. Such cancellation shall be effective as at the date of the Default Event or, at the sole discretion of the Insured (and always subject to any other cancellation date imposed by any relevant law or statute governing insolvency and liquidation generally in the country in which the Insurer has its place of incorporation or domicile), such date thereafter during the period of this Policy as the Insured may stipulate in its notice of cancellation. To be effective, any notice of cancellation by the Insured under this clause must be delivered in writing to the Insurer whose participation is being cancelled.

A “Default Event” shall be deemed to have occurred if an Insurer:

- (a) is placed into voluntary or involuntary liquidation, rehabilitation, bankruptcy, receivership, Chapter 11, administration or is dissolved or is the subject of any similar relief or state of affairs for the protection of some or all of the creditors of the Insurer or is the subject of any application, resolution or petition for or with a view to effecting any of the foregoing; or
- (b) has its Financial Strength Rating or its Financial performance Rating, as published by Standard & Poor’s or A M Best, downgraded below A- or A minus respectively.

In relation to a Lloyd’s syndicate, the published rating, as referenced in sub-paragraph (b) above, shall be that which applies to Lloyd’s as a whole, provided Lloyd’s continues to be rated as a single entity by Standard & Poor’s and A M Best.

Any insurer whose participation in this Policy is cancelled by the Insured in accordance with this Clause shall return to the Insured its share of unearned premium, which shall be calculated on a pro-rata daily basis. If the premium for this Policy is adjustable it is agreed that such adjustment will take place in accordance with the original terms of this Policy and, if applicable, the resultant additional or return premiums shall be applied pro-rata to the time such Insurer participated in this Policy.

It is further agreed that either party shall be entitled to off-set any monies which are owed by the other party as at the date of cancellation under this Policy.

As used in this Clause, “Insurer” means each insurance company, reinsurance company, Lloyd’s syndicate or other risk bearing entity subscribing to this contract. “Insured” may mean Insured under a contract of direct insurance or Reinsured under a contract of reinsurance, as the case may be.

Subscription Market Agreement

It is understood and agreed that in the event that the participation of one or more insurers is cancelled in accordance with the above provisions then the remaining insurers subscribing to this policy agree that their participation hereunder may be increased up to their original written line with effect from the date of such cancellation. The applicable additional premium will also be calculated on a pro-rata daily basis however it is understood that such additional premium is due and payable by the Insured and is not related to any return premium due to the Insured in accordance with the above.

EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT, ALL LIMITS, TERMS, CONDITIONS, PROVISIONS, DEFINITIONS AND EXCLUSIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.



Non-Profit & Association Directors and Officers Liability Insurance

SERVICE OF SUIT CLAUSE (CANADA) (Action against Insurer)

In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters liable hereunder as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT, ALL LIMITS, TERMS, CONDITIONS, PROVISIONS, DEFINITIONS AND EXCLUSIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.



Non-Profit & Association Directors and Officers Liability Insurance

NOTICE CONCERNING PERSONAL INFORMATION

How we use your information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

What personal information we collect about you

We collect, process and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about you when you visit www.lloyds.com. Further details can be found on our online Privacy & Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>.

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

Non-Profit & Association Directors and Officers Liability Insurance

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next to kin or authorized representative of an injured, ill or deceased individual

- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

How to access your information and/or contact us

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at info@lloyds.ca. The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through info@lloyds.ca.

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Non-Profit & Association Directors and Officers Liability Insurance

LLOYD'S

NOTICE TO INSURED – AVIS AUX ASSURÉS

Pursuant to the Freedom Of Information And Protection Of
Privacy Act, 1987
Conformément à la Loi de 1987 sur l'accès à l'information et
la protection de la vie privée

IMPORTANT

The notice below applies to insurance contracts containing non automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the Superintendent of Insurance.

L'avis ci-dessous s'applique dans des contrats d'assurance (sauf automobile) couvrant la Responsabilité Civile dans toute province où ces contrats doivent faire l'objet de rapports statistiques à l'intention du Surintendant des assurances.

LEGAL AUTHORITY FOR COLLECTION

Insurance Act, R.S.O. 1990, c.I.8, section 101(1).

PRINCIPAL PURPOSE FOR WHICH PERSONAL INFORMATION IS INTENDED TO BE USED

Information collected by insurers from insureds or supplied to insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used in monitoring trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to Office of the Superintendent of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

THE PUBLIC OFFICIAL WHO CAN ANSWER QUESTIONS ABOUT THE COLLECTION IS:

Manager, Statistical Services
Financial Services Commission of Ontario
5160 Yonge Street, 17th Floor
Box 85
Telephone: (416) 250-7250
North York, Ontario M2N 6L9
(416) 590-7070

Fax:

AUTORITÉ LÉGALE RELATIVE À LA COLLECTE

Loi sur les assurances, L.R.O. de 1990, chap.I.8, article 101(1).

PRINCIPAL OBJECTIF AUQUEL LES RENSEIGNEMENTS PERSONNELS DEVRAIENT SERVIR

Les renseignements recueillis auprès des assurés par les assureurs ou fournis aux assureurs en ce qui a trait au document ci-joint serviront:

- à accumuler des données statistiques globales qui serviront à surveiller les tendances de l'industrie de l'assurance ;
- à élaborer des tableaux statistiques qui serviront à suivre de près l'industrie de l'assurance ;
- à répondre aux demandes de renseignements statistiques spécifiques sur l'industrie de l'assurance ;
- à répondre aux demandes de renseignements statistiques adressées au Bureau du surintendant des assurances ;
- ces renseignements seront utilisés et divulgués à fins compatibles avec alinéas précédents.

LE FONCTIONNAIRE QUI EST EN MESURE DE RÉPONDRE AUX QUESTIONS CONCERNANT LA COLLECTE EST:

Chef des Services de statistiques
Commission des services financiers de l'Ontario
5160, rue Yonge, 17^e étage
C.P. 85
Téléphone : (416) 250-7250
NORTH YORK (Ontario) M2N 6L9
Télécopieur : (416) 590-7070

Non-Profit & Association Directors and Officers Liability Insurance

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: info@lloyds.ca

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

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

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

Non-Profit & Association Directors and Officers Liability Insurance

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

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

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

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

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

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

www.fcac-acfc.gc.ca

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Non-Profit & Association Directors and Officers Liability Insurance

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.

LMA5180

01 November 2011



Non-Profit & Association Directors and Officers Liability Insurance

GARANTIE AU CANADA DE RISQUES

Aux fins de la Loi sur les sociétés d'assurances (Canada), ce document a été établi dans le cadre des opérations d'assurance au Canada des souscripteurs du Lloyd's.



Non-Profit & Association Directors and Officers Liability Insurance

Sanction Limitation and Exclusion Clause

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 the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010