



**TECHNOLOGY PROFESSIONALS SASKATCHEWAN ("TPS")
PROFESSIONAL LIABILITY INSURANCE**

Effected with certain Lloyd's Underwriters (the "Insurer") through Lloyd's Approved Coverholder ("the Coverholder") under Agreement No. B1392 BWIA206078
3303128 Canada Inc. T/A Alternative Risk Services
36 Toronto Street, Suite 510, Toronto, Ontario Canada M5C 2C5

DECLARATIONS

THIS IS A CLAIMS-MADE INSURANCE POLICY. PLEASE READ CAREFULLY.

Name of Canadian Intermediary: Alternative Risk Services

Policy No.: TPS-01012021

Endorsements Issued at Inception: Nuclear Incident Exclusion Clause, Terrorism Exclusion Endorsement, Additional Named Insured

- 1. **Named Insured:** Technology Professionals Saskatchewan ("TPS")
- 2. **Named Insured's Address:** 363 Park Street
Regina, Saskatchewan S4N 5B2
- 3. **Policy Period:** From January 1, 2021 to January 1, 2022
12:01 a.m. local time at the **Named Insured's** address shown above.
- 4. **Limits of Liability:** Insuring Agreement I.A.1., I.A.3 and I.A.4: \$50,000 each **Claim**/\$50,000 each Insured **Member**
Insuring Agreements I.A.2. (a) to (e): \$10,000 each **Claim**/\$10,000 aggregate each Insuring Agreement each Insured Member
Annual Policy Aggregate: \$50,000 each Insured Member, \$3,000,000 all Insured Members combined
- 5. **Deductible:** \$Nil (\$1,000 each Claim for Insuring Agreement I.A.3)
- 6. **Premiums:** \$17.92 each paid-up member of TPS at the beginning of the **Policy Period**
- 7. **Professional Services:** Those services rendered by the **Insured** while acting within the scope of the **Insured's** duties as an Associate Technician/Technologist, Certified Technician (C.Tech.), or Applied Science Technologist (A.Sc.T.)
- 8. **Retroactive Date:** Nil
- 9. **Extended Reporting Period:** 12 months @ 75% of the Annual Premium

The insurance contract consists of this Declarations as well as all coverage wordings, riders, or endorsements that are attached hereto.

IDENTIFICATION OF INSURER/ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B1392 BWIA206078 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

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

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed, as authorized by the Underwriters, by **3303128 Canada Inc. T/A Alternative Risk Services**.

Date

Per

The **Insured** is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a **Claim** under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to the Coverholder.

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

For the purposes of the Insurance Companies Act (Canada), this Canadian Policy is issued in the course of Lloyd's Underwriters' insurance business in Canada.

PROFESSIONAL LIABILITY INSURANCE
TECHNOLOGY PROFESSIONALS SASKATCHEWAN (“TPS”)

NOTICE

THIS POLICY PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY. DEFINED TERMS APPEAR IN BOLD-FACED TYPE.

In consideration of the payment of the premium by the **Named Insured** and in reliance upon the statements in the **Named Insured**'s application incorporated herein by reference, the **Insurer** agrees with the **Insured**, subject to all of the terms and conditions of this policy, as follows:

I. INSURING AGREEMENTS

A. COVERAGES

The **Insurer** will pay on behalf of the **Insured** those sums in excess of the deductible shown in the Declarations that the **Insured** shall become legally obligated to pay as **Damages** because of **Claims**:

1. for a **Breach of Professional Duty** in the performance of **Professional Services** rendered to others by the **Insured** except as set forth in Insuring Agreements I.A.2.(a) to (m) and I.A.3. below;
2. for a **Breach of Professional Duty** in the performance of **Professional Services** rendered to others by the **Insured** based upon or arising out of:
 - a. any **Claim** made by any **Insured** against any other **Insured**;
 - b. the insolvency or bankruptcy of the **Insured** but only if liability arises out of a **Breach of Professional Duty** in the performance by the **Insured** of **Professional Services**;
 - c. the infiltration of precipitation;
 - d. the rendering or failure to render inspections of residential, industrial or commercial property for real estate transactions;
 - e. the provision of surveying services by the **Insured** which require a seal, certificate or other professional designation and surveys or investigations of sub-surface conditions;
3. brought outside of Canada for a **Breach of Professional Duty** in the performance of **Professional Services** rendered to others by the **Insured**;
4. for **Claim Expenses** being reasonably incurred by the **Insured** while under investigation or when called upon to appear before a disciplinary committee formed by virtue of any provincial act or before any court called upon to adjudicate any infraction envisioned in the said act(s).

For this coverage to apply, all of the following conditions must be satisfied:

- The **Breach of Professional Duty** forming the basis of any **Claim** must arise out of **Professional Services** that take place subsequent to the **Retroactive Date** and prior to the end of the **Policy Period**.
- The **Claim** must first be made against the **Insured** during the **Policy Period** or Extended Reporting Period.
- The **Insured** must report the **Claim** to the **Insurer**, in writing, during the **Policy Period** or within the sixty (60) day period immediately following the end of the **Policy Period** or Extended Reporting Period.

B. TERRITORY

The insurance afforded by this policy applies only to **Claims** arising out of a **Breach of Professional Duty** in the performance of **Professional Services** that take place in and result in a **Claim** brought within:

1. Canada, its territories or possessions; and
2. elsewhere in the world.

C. DEFENSE PROVISIONS

1. When any **Claim** against the **Insured** for which coverage is provided under this policy is made or brought within Canada, its territories or possessions, the **Insurer** has the right to investigate such **Claim**, and the duty to defend such **Claim** with defense counsel selected with the **Insurer's** approval, even if such **Claim** is groundless, false or fraudulent. The **Insurer's** obligation to defend or to continue to defend any **Claim** as provided in this Sub-section 1 shall end when the applicable limit of the **Insurer's** liability has been exhausted by payment of **Claim Expenses** or **Damages** or any combination thereof.
2. When any **Claim** against the **Insured** for which coverage is provided under this policy is made or brought outside the areas described in Sub-section 1 above, the **Insurer** shall not be obligated to assume charge of the investigation, defense or settlement of such **Claim** but the **Insurer** shall have the right and shall be given the opportunity to associate with the **Insured** in the investigation and defense of such **Claim**. The **Insured** shall, under the **Insurer's** supervision, make or cause to be made such investigation and defense as is reasonable under the circumstances. Subject to prior written authorization by the **Insurer**, the **Insured** may also effect settlement. The **Insurer** shall reimburse the **Insured** for **Damages** and the reasonable and necessary costs of investigating and defending any such **Claim** such as (1) fees charged by any attorney selected by the **Insured** to defend the **Claim**, and (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a decision regarding the **Claim** as authorized by the **Insurer**. For the purposes of computing the amount of the limits of liability and deductible amount under this policy, such reasonable costs shall be construed as **Claim Expenses**. The **Insurer's** obligations under this Sub-section 2 shall end when the applicable limit of liability has been exhausted by the payment of **Claim Expenses** or **Damages** or any combination thereof.

D. SETTLEMENT PROVISIONS

The **Insurer** will not settle or compromise any **Claim** without the consent of the **Insured**. If, however, the **Insured** refuses to consent to a settlement or compromise recommended by the **Insurer** and elects to contest such **Claim** or continue legal proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus **Claim Expenses** incurred up to the date of such refusal subject to the applicable limit of liability under this policy.

E. CLAIM EXPENSES

Claim Expenses shall be paid by the **Insurer**, and such payments shall reduce the available limit of liability. The **Insured** must first pay any applicable deductible amounts as set forth in the Declarations. **Claim Expenses** shall not be applied to the deductible except when any **Claim** against the **Insured** for which coverage is provided under this policy is made or brought outside of Canada, its territories or possessions.

II. DEFINITIONS

- A. Bodily Injury** means physical bodily injury, sickness or disease sustained by a person, including death at any time resulting from any of these.
- B. Breach of Professional Duty** means negligence, defined as the failure to meet the professional standard of care legally required or reasonably expected under the circumstances in the performance or non-performance of **Professional Services** rendered to others by the **Insured** or persons for whose conduct the **Insured** is legally liable which results in **Damages** for which the **Insured** is legally liable.
- C. Claim** means any written demand received by an **Insured** seeking **Damages** and alleging liability or responsibility on the part of the **Insured** or persons for whose conduct the **Insured** is legally liable.
- D. Claim Expenses** means:
 1. fees charged by any attorneys designated and approved by the **Insurer** for services in connection with the investigation or defense of **Claims**;

2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if authorized by the **Insurer**.

Claim Expenses shall not include the salaries of any employee of the **Insurer** or of the **Insured**.

- E. Damages** means any amount which an **Insured** is legally obligated to pay for any **Claim** to which this insurance applies and shall include judgments and settlements, interest on judgments and punitive, exemplary or multiple damages, provided always that **Damages** shall not include the return or withdrawal of professional fees, sanctions, fines or penalties imposed by law. **Damages** also shall not include matters that may be deemed uninsurable under the law pursuant to which this policy shall be construed. **Damages** also shall not include **Liquidated Damages** except for liability the **Insured** would have had in the absence of such **Liquidated Damages**.
- F. Insured** means:
1. all paid-up members of the **Named Insured** during the **Policy Period** who are in good standing;
 2. retired members of the **Named Insured** provided the member was covered under this policy or any previous policy of which this policy is a renewal in a continuous series of renewals and only in respect of **Professional Services** rendered while a paid-up member;
 3. the **Named Insured** and any present or former employee of the **Named Insured** and present or former member of the **Named Insured's** governing body, but only for **Claims** resulting from **Professional Services** rendered by a member provided the member is insured under this policy.
- G. Insurer** means Lloyd's Underwriters.
- H. Liquidated Damages** means an amount stipulated in advance in a contract to be the amount or measure of damages to be recovered by a party to that contract if the other party breaches the agreement or fails to perform or perform adequately its obligations under the contract.
- I. Named Insured** means the entity designated as such in Item 1 of the Declarations.
- J. Policy Period** means the period from the effective date of this policy to the expiration date or earlier termination date, if any, of this policy.
- K. Professional Services** means those professional services and activities that fall within the scope of the **Insured's** professional designation.
- L. Retroactive Date** means the date set forth in Item 8 of the Declarations or, if later, the date of commencement as a member in good standing of the **Named Insured**.

III. EXCLUSIONS

This policy does not provide coverage and the **Insurer** will not pay **Claim Expenses** or **Damages** for any **Claim** based upon or arising out of:

- A.** acts that are not encompassed within the scope of the following professional designations – Associate Technician/Technologist, C.Tech., or A.Sc.T..
- B.** deliberate, dishonest, criminal or fraudulent acts committed by the **Insured** but this exclusion does not apply if the **Insured** was neither the author of nor the accomplice to the act.
- C.** any liability, loss or **Damages** resulting from or in consequence of the **Insured's** capacity as a partner, stockholder, officer, director or trustee.
- D.** any **Insured's** involvement in or **Professional Services** rendered to any organization in which an **Insured** has a greater than 25% ownership.
- E.** the design or manufacture of any products developed by any **Insured** for multiple sale or mass distribution, including,

but not limited to, computer programs or software. However, this exclusion shall not apply to software created or modified specifically for a client for whom the Insured is rendering **Professional Services**.

- F. any express warranty or guarantee unless liability arises as a result of a **Breach of Professional Duty** by the **Insured** in performance of **Professional Services** and would have existed absent such express warranty or guarantee.
- G. the cost to repair or replace any faulty workmanship, assembly, construction, erection, fabrication, installation or remediation if such work is performed in whole or in part by:
 - 1. the **Insured** who is the subject of the **Claim**; or
 - 2. any subcontractor of such **Insured**; or
 - 3. any enterprise that controls, manages operates or holds ownership in such **Insured**; or
 - 4. any enterprise and/or any subsidiary of any enterprise that such **Insured** controls, manages, operates or holds ownership in.
- H. the liability of others assumed by any **Insured** under any contract or agreement unless such liability arises as a result of a **Breach of Professional Duty** by the **Insured** in performance of **Professional Services** and would have existed absent such contract.
- I. **Bodily Injury** sustained by any employee of any **Insured** while engaged in employment by any **Insured**, or any **Claim** by any person on account of such injury whose right to assert the **Claim** arises by reason of any blood, marital or other relationship with the employee.
- J. any obligation of any **Insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar laws.
- K. It is agreed that this policy does not apply:
 - (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
 - (b) to **Bodily Injury** or property damage with respect to which an **Insured** under this policy is also insured under a contract of nuclear energy liability insurance (whether the **Insured** is unnamed in such contract and whether or not it is legally enforceable by the **Insured**) issued by the Nuclear Insurance Association of Canada or any other **insurer** or group or pool of **insurers** or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
 - (c) to **Bodily Injury** or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a Nuclear Facility by or on behalf of an **Insured**;
 - (ii) the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a Nuclear Facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an **Insured**.

As used in this policy:

- 1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.
- 2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or

pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

3. The term "Nuclear Facility" means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

5. With respect to property, loss of use of such property shall be deemed to be property damage.

L. war, as set out in the following:

Notwithstanding anything to the contrary contained herein, this policy does not cover Loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

M. **Claims** covered by other insurance to which the **Insured** has subscribed or under which the **Insured** is covered unless such other insurance specifically schedules this policy as underlying insurance and is underwritten by the **Insurer**.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

A. **LIMIT OF LIABILITY – EACH CLAIM**

Subject to B. LIMIT OF LIABILITY – AGGREGATE below, the liability of the **Insurer** for each covered **Claim** shall not exceed the amount stated in the Declarations for each **Claim**. This limit is the maximum amount of **Damages** or **Claim Expenses** or combination thereof that the **Insurer** will pay for each covered **Claim** irrespective of the number of claimants, losses or the number of **Insureds**. The limit of liability shall apply in excess of the deductible.

B. **LIMIT OF LIABILITY – AGGREGATE**

Subject to A. LIMIT OF LIABILITY – EACH **CLAIM** above, the liability of the **Insurer** shall in no event exceed the amount stated in the Declarations as the Annual Policy Aggregate as a result of all covered **Claims** per paid-up member of the **Named Insured**. This limit is the maximum amount of **Damages** or **Claim Expenses** or both that the **Insurer** will pay under this policy for all covered **Claims** including those reported as provided for in Section V. CONDITIONS C. EXTENDED REPORTING PERIOD, if applicable. Once the applicable limits of liability have been exhausted, the **Insurer** will not defend or pay **Damages** or **Claim Expenses** for any **Claim**.

C. MULTIPLE CLAIMS

Two or more covered **Claims** arising out of a single **Breach of Professional Duty** or any series of related **Breaches of Professional Duty** or involving more than one **Insured** will be considered a single **Claim** and shall be deemed to be made at the time the first of such **Claims** is made. This policy shall only apply if the first or earliest **Claim** arising from such **Breach of Professional Duty** or series of related **Breaches of Professional Duty** is made during the **Policy Period** or Extended Reporting Period, if applicable. These provisions apply regardless of the number of **Insureds** involved in such a **Claim**, the number of **Claims** made, or the number of people or organizations that make the **Claims**.

The number of **Claims** made or the number of people or organizations that make **Claims** shall not operate to increase the Limits of Liability as specified in Sub-sections A and B above.

D. DEDUCTIBLE – EACH CLAIM

The deductible amount stated in the Declarations applies to each **Claim** and shall be paid by the member of the **Named Insured** who is liable for the **Claim**. The deductible shall be applied to the payment of **Damages** or **Claim Expenses** or both.

The **Insurer** may advance payment for part or all of the deductible amount and, upon notification of such payment made, the **Insured** must promptly reimburse the **Insurer** for the deductible amounts advanced by the **Insurer**.

Until a **Claim** is made, the deductible does not apply to **Claim Expenses** incurred by the **Insurer** or at the **Insurer's** specific request as respects possible **Claims** reported under Section V. CONDITIONS B. REPORTING OF A POTENTIAL **CLAIM**.

E. REIMBURSEMENT

The **Insurer** will reimburse the **Insured**, upon written request, for loss of earnings by the **Insured** as a result of being required to attend, at the **Insurer's** request, a mediation, arbitration, deposition, or trial related to a covered **Claim**, subject to the following:

1. No reimbursement will apply to the first three (3) days attendance of the **Insured** required for each **Claim**;
2. Reimbursement is not subject to the deductible but shall be included in the Limit of Liability;
3. Loss of earnings reimbursement shall not exceed \$400 per day per loss of earnings **Claim**, subject to a maximum annual aggregate reimbursement of \$5,000 for all loss of earnings **Claims**.

V. CONDITIONS

A. INSURED'S DUTIES WHEN THERE IS A CLAIM

As a condition precedent to the right of coverage under this policy, the **Insured** must do the following:

1. If a **Claim** to which this policy applies is made against the **Insured**, give written notice, as soon as practicable, and within the **Policy Period**, containing the information detailed in Section V. CONDITIONS B. REPORTING OF A POTENTIAL **CLAIM** to:

Alternative Risk Services
36 Toronto Street, Suite 510
Toronto, Ontario M5C 2C5

Written notice shall include every demand, notice, summons or other process received by the **Insured** or the **Insured's** representatives.

2. The **Insured** must cooperate with the **Insurer** and shall attend hearings and depositions and shall assist the **Insurer** in the investigation, settlement and defense of **Claims** or suits as well as the giving of a written statement or statements to the **Insurer's** representatives.
3. If the **Insured** has the right to either accept or reject arbitration of any **Claim**, exercise such right only with the

written consent of the **Insurer**.

4. Not make any payment, admit any liability, settle any **Claims** or assume any obligations without the prior written consent of the **Insurer**.
5. Do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that the **Insured** may have.
6. Other than what is required by law, refrain from discussing the facts and circumstances of any **Claim** with anyone other than legal counsel representing the **Insured** or representatives of the **Insurer**.

B. REPORTING OF A POTENTIAL CLAIM

If the **Insured** first becomes aware during the **Policy Period** of an actual or alleged **Breach of Professional Duty** or circumstance arising out of **Professional Services** which is reasonably likely to result in a **Claim**, the **Insured** must give written notice to the **Insurer** containing the information listed below. If such written notice is received by the **Insurer** prior to the end of the **Policy Period**, any **Claims** subsequently made against the **Insured** arising out of such conduct shall be deemed, for the purpose of this policy, to have been made on the last day of the **Policy Period**. The **Insured** shall cooperate fully with the **Insurer** in any investigation conducted by the **Insurer** or its authorized representatives, and shall be subject to the terms set forth in Section V. CONDITIONS A. INSURED'S DUTIES WHEN THERE IS A **CLAIM** above as applicable to a **Claim**.

It is a condition precedent to the coverage afforded by this policy that the written notice shall contain the following information:

1. The actual or alleged **Breach of Professional Duty** or circumstance which is the subject of a potential **Claim**;
2. A description of the **Professional Services** rendered by the **Insured** which may result in the **Claim**;
3. The date(s) of such conduct which may result in the **Claim**;
4. A description of the injury or damage that has or may result in a **Claim**;
5. The identities and address of any potential claimant(s);
6. The anticipated location(s) of any such potential **Claim**;
7. The circumstances by which the **Insured** first became aware of the potential **Claim**.

If all of the above information is not so provided or is, in the reasonable judgement of the **Insurer**, deemed inadequate, the **Insurer** shall inform the **Insured** that any **Claim** made after the **Policy Period** relating to the written notice will not be deemed to have been made during the **Policy Period**.

C. EXTENDED REPORTING PERIOD

If this policy shall be cancelled or non-renewed by the **Insurer** or the **Named Insured** for any reason other than the **Named Insured's** non-payment of premiums or deductibles when due or non-compliance with the terms and conditions of this policy, then the **Named Insured**, upon payment of an additional premium specified in the Declarations, shall have the option to extend such insurance as is afforded by this policy. This extension will apply only to **Claims** first made against the **Insured** during the specified number of months in the Declarations following immediately upon the effective date of such cancellation or expiration, but only by reason of a negligent act, error or omission arising out of **Professional Services** which happens subsequent to the **Retroactive Date** and prior to the effective date of such cancellation or expiration, which is otherwise covered by this insurance. This extension of coverage for **Claims** first made subsequent to expiration of the **Policy Period**, if purchased, must be endorsed hereto and shall hereinafter be referred to as the Extended Reporting Period.

If, however, this insurance is immediately succeeded by similar claims-made insurance coverage on which the Retroactive Date is the same as or earlier than that shown in the Declarations, the succeeding insurance shall be deemed to be a renewal hereof and, in consequence, the **Named Insured** shall have no right to an Extended Reporting Period.

The quotation of a different premium and/or deductible and/or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purpose of exercising this option.

As a condition precedent to the **Named Insured's** right to purchase the Extended Reporting Period, the **Named Insured** must have satisfied all conditions of this policy and must have tendered all premiums due.

The **Named Insured's** right to purchase the Extended Reporting Period must be exercised by notice in writing not later than sixty (60) days after the cancellation or expiration date of this policy and must include tender of the entire premium for the Extended Reporting Period. If such notice and tender are not so given to the **Insurer**, the **Named Insured** shall not, at a later date, be able to exercise such option.

At the commencement of any Extended Reporting Period, the entire premium therefore shall be considered earned, and in the event the **Named Insured** terminates the Extended Reporting Period before its term, for any reason, the **Insurer** shall not be liable to return to the **Named Insured** any portion of the premium paid for the Extended Reporting Period.

The fact that the insurance afforded by this policy may be extended by virtue of the Extended Reporting Period provision shall not in any way reinstate the Annual Policy Aggregate or otherwise increase the Limits of Liability set forth in the Declarations.

D. SUBROGATION

In the event of any payment under this policy, the **Insurer** shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after an incident reasonably likely to give rise to a **Claim** to prejudice such rights. The **Insurer** agrees to waive this right of subrogation against the client of the **Insured** to the extent that the **Insured** had, prior to **Claim**, a written agreement to waive such rights.

E. CHANGES MADE TO THIS POLICY

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the **Insurer** from asserting any right under the terms of this policy. The terms and conditions of this policy cannot be waived or changed except by specific written endorsement issued by the **Insurer** and made part of this policy.

F. ASSIGNMENT OF THE INSURED'S INTEREST

The interest of the **Insured** under this policy is not assignable to any other person or organization without the prior written consent of the **Insurer**.

G. CANCELLATION

The **Named Insured** may cancel this policy by returning the policy to the **Insurer** or its authorized representatives. The **Named Insured** can also cancel this policy by written notice to the **Insurer** stating at what future date cancellation is to be effective. If the **Named Insured** cancels, earned premium shall be computed using the customary short rate table.

The **Insurer** may cancel this policy by written notice to the **Named Insured**, at the address last known to the **Insurer**. The **Insurer** will provide written notice at least sixty (60) days before cancellation is to be effective.

However, the **Named Insured** will only be entitled to fifteen (15) days notice if the **Insurer** cancels because:

1. the **Named Insured** has failed to pay a premium when due; or
2. the **Insured** has failed to pay applicable deductible amounts due.

If the **Insurer** cancels, earned premium will be computed pro-rata.

The mailing of any notice of cancellation shall be sufficient proof of notice.

The effective date of cancellation terminates the **Policy Period**. Return of unearned premium is not a condition of cancellation.

H. SOLE AGENT

The **Named Insured** shall act on behalf of all other **Insureds**, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, and giving and receiving notice of cancellation or non-renewal and purchase of the Extended Reporting Period.

I. BANKRUPTCY

The bankruptcy, receivership or insolvency of an **Insured** or the **Insured's** estate or of any **insurer** shall not relieve the **Insurer** of any of its obligations under this policy. However, such bankruptcy, receivership or insolvency shall in no way increase the **Insurer's** liability under this policy nor will this insurance apply to liability directly or indirectly due to bankruptcy, insolvency, receivership, or subsequent liquidation.

J. APPLICATION

The statements in the application are the **Named Insured's** representations and are deemed material. This policy is issued based upon the truth and accuracy of such representations. Upon the binding of coverage, the application, incorporated herein by reference, shall become part of this policy. This policy embodies all agreements existing between the **Insured** and the **Insurer** or any of its representatives relating to this policy.

K. PREMIUM AND AUDIT

1. All premiums for this policy will be computed in accordance with the **Insurer's** rules and rates;
2. If the premium for this policy is a flat premium, it is not subject to adjustment, except that additional premium may be required for any additional exposures and/or **Insureds** or as provided for in Section V. CONDITIONS G. CANCELLATION;
3. The **Named Insured** must keep records of the information needed by the **Insurer** for premium computation, and send copies to the **Insurer** as requested. The **Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums from the **Insurer**;
4. The **Insurer** may examine and audit the **Insured's** books and records at any time during the **Policy Period** and within three (3) years after the end of the **Policy Period**, as far as they relate to this policy.

L. ACTION AGAINST THE INSURER

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

M. FALSE OR FRAUDULENT CLAIMS

If the **Insured** reports any **Claim** knowing such **Claim** to be false or fraudulent, this policy shall become void and all insurance coverage hereunder shall be forfeited.

N. SERVICE OF SUIT

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

O. ARBITRATION

Notwithstanding the SERVICE OF SUIT Condition above, in the event of a disagreement as to the interpretation of this

policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) arbitrators, consisting of two (2) party-nominated (non-impartial) arbitrators and a third (impartial) arbitrator (hereinafter "umpire") as the sole and exclusive remedy.

The party desiring arbitration of a dispute shall notify, in writing, the other party, said notice including the name, address and occupation of the arbitrator nominated by the demanding party. The other party shall, within thirty (30) days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the arbitrator nominated by it. The two (2) arbitrators so selected shall, within thirty (30) days of the appointment of the second arbitrator, select an umpire. If the arbitrators are unable to agree upon an umpire, each arbitrator shall submit to the other arbitrator a list of three (3) proposed individuals from which list such arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing. Said hearings shall be held within thirty (30) days of the selection of the umpire unless otherwise agreed by a majority of the panel. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud or gross misconduct by the arbitrators. The award will be issued within thirty (30) days of the close of the hearings. Each party shall bear the expenses of its designated arbitrator and shall jointly share with the other the expense of the umpire and of the arbitration proceeding.

The arbitration proceeding shall take place in or in the vicinity of Toronto, Ontario. The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the Commercial Arbitration Act of Canada.

P. CANADIAN CURRENCY CLAUSE

All limits of liability, premiums, deductibles and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing.

Q. INSURER'S LIABILITY CLAUSE

Insurer's Liability Several Not Joint

The subscribing **insurer's** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

R. ECONOMIC OR FINANCIAL SANCTIONS

The **Insurer** shall not knowingly provide cover or be liable to pay any **claim** or provide benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under any applicable international economic or financial sanctions legislation.



**TECHNOLOGY PROFESSIONALS SASKATCHEWAN ("TPS")
PROFESSIONAL LIABILITY INSURANCE**

Effectuated with certain Lloyd's Underwriters (the "Insurer") through Lloyd's Approved Coverholder ("the Coverholder") under Agreement No. B1392 BWIA206078
3303128 Canada Inc. T/A Alternative Risk Services
36 Toronto Street, Suite 510, Toronto, Ontario Canada M5C 2C5

ENDORSEMENT NO. 1

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) – CANADA

It is agreed that this POLICY does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an **Insured** under this POLICY is also insured under a contract of nuclear energy liability insurance (whether the **Insured** is unnamed in such contract and whether or not it is legally enforceable by the **Insured**) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an **Insured**;
 - (ii) the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an **Insured**.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the POLICY to which it is attached.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.

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**TECHNOLOGY PROFESSIONALS SASKATCHEWAN ("TPS")
PROFESSIONAL LIABILITY INSURANCE**

Effected with certain Lloyd's Underwriters (the "Insurer") through Lloyd's Approved Coverholder ("the Coverholder") under Agreement No. B1392 BWIA206078
3303128 Canada Inc. T/A Alternative Risk Services
36 Toronto Street, Suite 510, Toronto, Ontario Canada M5C 2C5

ENDORSEMENT NO. 2

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, or in connection with, any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This Endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that, by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.

NMA2951
14/07/2002



**TECHNOLOGY PROFESSIONALS SASKATCHEWAN ("TPS")
PROFESSIONAL LIABILITY INSURANCE**

Effected with certain Lloyd's Underwriters (the "Insurer") through Lloyd's Approved Coverholder ("the Coverholder") under Agreement No. B1392 BWIA206078
3303128 Canada Inc. T/A Alternative Risk Services
36 Toronto Street, Suite 510, Toronto, Ontario Canada M5C 2C5

ENDORSEMENT NO. 3

Additional Named Insured

Attaching to and forming part of Policy No. TPS-01012021 issued to Technology Professionals Saskatchewan ("TPS") this endorsement is effective January 1, 2021 at 12:01 a.m. local time.

It is understood and agreed that Saskatchewan Applied Science Technologists and Technicians is added as an additional **Named Insured**.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.

SPECIMEN

Code of Consumer Rights and Responsibilities

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

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

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:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

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. GIO works with only those companies offering home, automobile or business insurance. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF).(Quebec Only): 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) 395-031
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):

The 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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PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

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

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

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

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

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful 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 generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings

- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

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

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

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

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

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

Authority to collect, use and disclose personal information

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

- Detecting or suppressing fraud
- Investigating or preventing financial abuse

- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

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

Retention and security

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

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

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

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

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

How to contact us

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

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