

**DECLARATION PAGE**

**Agency:** HUB International HKMB Limited  
595 Bay Street, Suite 900  
Toronto, ON M5G 2E3

**Agency Number :** 6703522

**Policy Number :** CBC 0874964

**Named Insured:** Ontario Pharmacists' Association

**Named Insured's Address:** 600-155 University Avenue,  
Toronto, Ontario  
M5H 3B7

**Policy Period:** **Effective Date:** December 31, 2020  
**Expiry Date:** December 31, 2021  
(Both at 12:01 a.m. standard time at Named Insured's address)

**Part VIII – Professional Liability Policy (Form CBC 915 (12/2020) F3464EXK)**

**Limits of Liability**

**Professional Liability Coverage**

**Each Wrongful Act:** Per Program Certificate of Insurance issued to each Insured

**Policy Aggregate:** Per Program Certificate of Insurance issued to each Insured

**Tribunal and Criminal Action Legal Expenses Coverage**

**Each Tribunal and Criminal Action:** Per Program Certificate of Insurance issued to each Insured

**Extension Aggregate:** Per Program Certificate of Insurance issued to each Insured

**Retention:** \$1,000

**Premium**

Per Program Certificate of Insurance issued to each Insured

January 6, 2021

**Date**



**Authorized Signature**



Dear Policyholder,

Thank you for choosing Northbridge General Insurance Corporation for your commercial insurance needs.

Beginning on the next page, you will find the most recent version of your *Northbridge Insurance*® Policy. We recommend you review this document carefully and contact your insurance broker if you have any questions.

We hope that you never experience a loss; but in the event that you do, together with your broker we will work hard to help get you back to business as quickly as possible. Our commitment is simple: we promise to handle your claim efficiently and fairly.

To report a claim you can either call your broker—who will discuss your claim with you and report the details to us on your behalf—or call our claims line directly, 24 hours a day/seven days a week, at 1.855.621.6262. Either way, you will benefit from our experienced, knowledgeable and efficient claims experts.

For additional information about *Northbridge Insurance* products and services, including our Privacy Policy, we invite you to visit our website at [www.nbins.com](http://www.nbins.com) or follow our Twitter conversation, [@northbridgeins](https://twitter.com/northbridgeins).

Again, we thank you for your business, and look forward to ensuring your continued success.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Silvy Wright".

Silvy Wright  
President & CEO  
*Northbridge*

## **Code of Consumer Rights and Responsibilities**

Insurance companies, along with the brokers and agents who sell home, auto and business insurance, are committed to safeguarding your rights 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.

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.

Insurance companies will disclose their compensation arrangements with their distribution networks. 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 brochures and websites, as well as through one-on-one meetings with your broker, agent, or company representative. 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 insurance company or broker or agent of any change in your circumstances.

### ***Right to Complaint Resolution***

Insurance companies, 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 your company's complaint resolution process. Your insurer, 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 the independent General Insurance OmbudService ([www.giocanada.org](http://www.giocanada.org)).

### ***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. These standards are outlined in *A Consumer's Guide to Property and Casualty Insurance Transactions*, supported by members of the Insurance Brokers Association of Canada.

### ***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 insurers are subject to Canada's privacy laws.

# **Ontario Pharmacists' Association *NORTHBRIDGE INSURANCE POLICY***

## **POLICYHOLDER NOTIFICATION**

**If you are renewing your policy, please note this is a revised version of the wording.**

**There will be changes to your coverages. Please read your policy carefully.**

**If you have any questions, please contact your broker.**

### **THIS POLICY CONTAINS CLAUSES THAT MAY LIMIT THE AMOUNT PAYABLE**

No term or condition of this Policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

In Witness Whereof, the Insurer has executed and attested these presents but this Policy shall not be valid unless countersigned by a duly Authorized Representative of the Insurer.



Silvy Wright  
President & CEO  
*Northbridge*

<sup>®</sup> – Trademark of Northbridge Financial Corporation (“Northbridge”). Used under licence from Northbridge.

# PART VIII

## PROFESSIONAL LIABILITY INSURANCE POLICY

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**THIS IS A CLAIMS MADE AND REPORTED POLICY WITH “CLAIM EXPENSES” IN EXCESS OF THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS, CONDITIONS, LIMITATIONS AND OTHER PROVISIONS CAREFULLY. PAYMENT OF “DAMAGES” REDUCES AND MAY EXHAUST THE LIMIT OF LIABILITY PROVIDED BY THIS POLICY. PAYMENT OF “CLAIM EXPENSES” WILL NOT REDUCE THE LIMIT OF LIABILITY.**

### SECTION I - COVERAGES

#### (1) Insuring Agreement

The Insurer will pay on behalf of the “insured” all “damages” and “claim expenses” which the “insured” becomes legally obligated to pay as a result of any “claim” first made against the “insured” and reported in writing to the Insurer during the “policy period”, or Extended Reporting Period if exercised, for any “wrongful act”, committed before the end of the “policy period”.

#### (2) Defence Costs and Settlements

- (a) With respect to the insurance under this Policy the Insurer will have the right to investigate and the right and the duty to defend any “claim” made against the “insured” for a “wrongful act”, including the right to appoint counsel, even if the “claim” is groundless, false or fraudulent.
- (b) The “insured” may not incur any “claim expenses” in or settle any such “claim”, or otherwise admit to or assume any liability or obligation without the Insurer’s prior written consent. The Insurer will not be liable for any “claim expenses”, settlement, liability or obligation to which it has not consented in writing.
- (c) The Insurer will not settle any “claim” without prior written consent of the “insured”, which the “insured” will not withhold unreasonably.

If however, consent to any settlement recommended by the Insurer is withheld and the “insured” elects to contest or continue to contest such “claim”, then the Insurer’s duty to defend ends and the “insured” must then defend such “claim” independently and at the “insured’s” own expense. The Insurer’s liability will be limited to the amount of “damages” for which the “claim” could have been settled, if the Insurer’s recommendation was consented to, and for all “claim expenses” incurred up to the time of the “insured’s” refusal.

### SECTION II – DEFINITIONS

Wherever used in this Policy:

- (1) “abuse” means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
- (2) “bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- (3) “claim” means any written demand for “damages” arising solely from the “insured’s” “wrongful act”.
- (4) “claim expenses” means:
  - (a) the reasonable and necessary costs, charges, fees (including but not limited to lawyers’ and experts’ fees) and expenses incurred in the investigation, adjustment, negotiation, arbitration or defence of any “claim”, with the Insurer’s written consent;
  - (b) the reasonable expenses incurred by the “insured” at the Insurer’s request to assist in the investigation or defence of the “claim”, including actual loss of earnings up to \$1,000 a day because of time off from work;
  - (c) the premium for bonds to release attachments but the Insurer will have no obligation to apply for or furnish any such bonds; and
  - (d) costs taxed against an “insured” in any “claim” defended by the Insurer unless such costs are assessed as a sanction against an “insured”.
- (5) “damages” means:
  - (a) monetary damages which the “insured” is legally obligated to pay as a result of a judgement, award;
  - (b) punitive and exemplary damages awarded solely in Canada, if insurable by law pursuant to which this Policy shall be construed.; and
  - (c) interest accruing against the “insured” after entry of judgment upon that part of the judgment which is within the applicable Limit of Liability shown on the “schedule”.“Damages” do not include:
  - (i) fines, penalties, sanction, tax, liquidated damages or the multiplication of “damages”;
  - (ii) fees, deposits, commissions, expenses or costs for “professional services”;
  - (iii) costs or expense of correcting, re-performing or completing any “professional services”;; or
  - (iv) costs or expenses of complying with an injunctive or other non-monetary or declaratory relief.
- (6) “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
- (7) “fungi” means, but is not limited to, any form of mould, yeast, mushroom, mildew whether or not allergenic, pathogenic or toxegenic, and any substance, vapour or gas produced by, emitted from or arising out of any “fungi” or “spores” or resultant mycotoxins, allergens or pathogens.
- (8) “insured” means:
  - (a) the “insureds” designated on a “program certificate of insurance”;
  - (b) any past, present or future partner, officer, director or employee, but only with respect to “professional services” performed on the “insured’s” behalf;
  - (c) any student who is enrolled in a pharmacy program at any educational institution in Canada;;
  - (d) the estate, heirs, executors, administrators or legal representatives of any “insured” in the event of such “insured’s” death, incapacity, insolvency, or bankruptcy but only to the extent that such “insured” would otherwise be provided coverage under this Policy.
- (9) “named insured” means the first insured named on the Declaration Page.
- (10) “nuclear energy hazard” means the radioactive, toxic, explosive, or other hazardous properties of “radioactive material”.
- (11) “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 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.
- (12) "personal injury" means injury arising out of one or more of the following offenses:
- (a) false arrest, detention or imprisonment, or malicious prosecution;
  - (b) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - (c) harassment, misconduct or discrimination because of age, race, creed, colour, sex, national origin, religion, disability, marital status or sexual preference.
- (13) "policy period" means the period of insurance stated on the "program certificate of insurance".
- (14) "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
- (15) "professional services" means pharmacy services rendered by the "insured":
- (i) that are authorized under the regulations promulgated by the Ontario College of Pharmacists; or
  - (ii) that are authorized under any other Canadian provincial or territorial regulatory body from or to which the "insured" has relocated during the "policy period".
- (16) "program certificate of insurance" means the Certificate of Insurance issued to an "insured".
- (17) "property damage" means:
- (a) physical injury to, loss or destruction of tangible property, including loss of use thereof; or
  - (b) loss of use of tangible property which has not been physically injured or destroyed.
- (18) "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 any nuclear liability act, law or statute, or any 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.
- (19) "spores" means, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
- (20) "terrorism" means an ideological motivated unlawful act or acts, including but not limited to use of violence or force, committed by or on behalf of any group(s), organization(s) or governments(s) for the purpose of influencing any government or instilling fear in the public or a sector of the public.
- (21) "wrongful act" means any actual or alleged act, error, omission or breach of duty committed by an "insured" in the performance of, or failure to perform, "professional services". "Wrongful acts" that arise out of, are based on the same or related facts, circumstances, situations, transactions or events, or related series of facts, circumstances, situations, transactions or events will be considered interrelated "wrongful acts". Any two or more interrelated "wrongful acts" will be considered a single "wrongful act".

### SECTION III - EXCLUSIONS

This Policy does not apply to any "claim":

- (1) based upon or arising out of:
  - (a) a "wrongful act" committed prior to the first inception date of the "program certificate of insurance", if any "insured" knew or could have reasonably foreseen that such "wrongful act" could give rise to a "claim";
  - (b) any common fact, circumstance, transaction, advice or decision reported as a "claim" or potential "claim" under any prior policy; or
  - (c) any consequence of any litigation, either prior to or pending on the first effective date of the "program certificate of insurance";
- (2) based upon or arising out of:
  - (a) any dishonest, fraudulent or malicious act committed by an "insured", acting alone or in collusion with others;
  - (b) any intentional or knowing violation of law committed by an "insured"; or
  - (c) the gaining of any profit, remuneration, or financial or non-financial advantage by an "insured" to which the "insured" was not legally entitled, provided, however, that these exclusions do not apply to:
    - (i) "claim expenses" incurred by the Insurer in defending "claims" until there is a final adjudication, judgment, binding arbitration decision or conviction against such "insured"; or
    - (ii) any "insured" who was neither the author of nor the accomplice to the foregoing conduct.
- (3) based upon or arising out of any criminal act committed by an "insured", acting alone or in collusion with others.
- (4) based upon or arising out of any actual, threatened or alleged "abuse" of any person including but not limited to the employment, investigation, supervision, reporting to the proper authorities, or failure to so report or retention of any person for whom the "insured" is or ever was responsible
- (5) based upon or arising out of any intentional "wrongful act";
- (6) based upon or arising out of any "wrongful act":
  - (a) taking place while the "insured's" license to practice is under suspension or has been revoked, surrendered or otherwise terminated;
  - (b) which violates any restriction or probation placed upon the "insured's" license to practice; or
  - (c) taking place while the "insured" is under the influence of hypnotics, intoxicants or narcotics;
- (7) based upon or arising out of any "bodily injury", or "property damage". This exclusion does not apply to "bodily injury" or "property damage" arising out of any "wrongful act";
- (8) based upon or arising out of "personal injury";

- (9) based upon or arising out of any liability the “insured” assumes under any contract, except to the extent that the “insured” would have been liable even in the absence of such contract;
- (10) based upon or arising out of the breach of any express warranty, guarantee or contract, or disputes over remuneration for the “insured’s” services;
- (11) based upon or arising out of the “insured’s” obligation under any workers’ compensation, employers’ liability, occupational disease, employment compensation, retirement or disability benefits, law or statute;
- (12) based upon or arising out of any breach of fiduciary duty, responsibility or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligation or duties imposed upon fiduciaries by Canadian federal, provincial or territorial pension benefits laws or similar provisions of any U.S. federal, state or local statutory, civil or common law;
- (13) based upon or arising out of the actual, alleged or threatened exposure to, discharge, release, escape or disposal of “pollutants”, asbestos, “fungi” or “spores”, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”, asbestos, “fungi” or “spores”;
- (14) based upon or arising out of the failure to comply with any legislation, regulation or ordinance related to the collection or use of personal information;
- (15) based upon or arising out of or resulting from any unauthorized access to the “insured’s” computer system;
- (16) based upon or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (17) based upon or arising out of “terrorism” or out of any activity or decision of any government agency or other entity to prevent, respond to or terminate “terrorism”;
- (18) based upon or arising out of:
  - (a) liability imposed by any nuclear liability act, law or statute, or any law amendatory;
  - (b) a “claim” for loss 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 the exhaustion of its limits of liability; or
  - (c) a “claim” which results 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”;
    - (iii) The possession, consumption, use, handling, disposal or transportation of “fissionable substances”, or 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”;
- (19) based upon or arising out of the failure of the “insured” to comply with any legislation, regulation or ordinance related to the delivery of pharmacy services via the internet. This exclusion does not apply to “claim expenses” incurred by the Insurer in defending “claims” until there is a final non-appealable adjudication, judgment, binding arbitration decision against such “insured”;

**SECTION IV – LIMIT OF LIABILITY AND DEDUCTIBLE**

**(1) LIMIT OF LIABILITY**

- (a) The Limit of Liability stated on the “program certificate of insurance” as applicable to Each Wrongful Act is the most the Insurer will pay for “damages” in settlement or satisfaction of any “claim” arising out of the same “wrongful act” without regard to the number of “insureds”, “claims”, demands or claimants. If additional “claims” are subsequently made which arise out of the same “wrongful act” as “claims” already made and reported to the Insurer, all such “claims”, whenever made, shall be considered first made when the earliest “claim” arising out of such “wrongful act” was first reported to the Insurer and all such “claims” shall be subject to the same Each Wrongful Act Limit of Liability.
- (b) The Limit of Liability stated on the “program certificate of insurance” as applicable to Policy Aggregate is subject to SECTION IV, (1) Limit of Liability (a) provision respecting Each Wrongful Act and is the Insurer’s Liability for all “damages” payable hereunder in settlement or satisfaction of “claims” reported to the Insurer during the “policy period” or during the Extended Reporting Period, if exercised.
- (c) The Limit of Liability of this Policy applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the “policy period” stated on the “program certificate of insurance”, unless the “policy period” is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.
- (d) All of the Insurer’s obligations arising from this Policy will terminate if the Limit of Liability is exhausted by the payment of “damages” or aggregation of “claims”, payable under this Policy for which notice has been given during the “policy period”.

**(2) DEDUCTIBLE**

The “insured” is responsible for the Deductible amount stated on the “program certificate of insurance” and will not be insured for this amount. The Insurer will only be liable for the “damages” arising from a “claim” which is in excess of the Deductible amount. The Insurer may advance the payment of such Deductible in order to facilitate the settlement or defence of a “claim”. In the event the Insurer advances payment of the Deductible amount, the “named insured” agrees to reimburse the Insurer within 30 days of the Insurer’s request for reimbursement.

**SECTION V - EXTENDED REPORTING PERIOD**

If the insurance provided by this Policy or the “program certificate of insurance” is cancelled, terminated or non-renewed, for any reason other than non-payment of premium, the “insured” has the right to an Extended Reporting Period, subject to the following conditions:

- (i) Subject to SECTION IV, part (b), the maximum Limit of Liability for all “claims” reported to the Insurer in writing during such Extended Reporting Period will be only the remaining portion of the applicable Limit of Liability set forth on the “program certificate of insurance” as of the effective date of cancellation, termination or non-renewal.
- (ii) The Extended Reporting Period does not apply as a new, additional or renewed Limit of Liability and will not be in addition to the Policy Aggregate for the “policy period”.

**(a) Automatic Extended Reporting Period**

The Insurer shall extend insurance provided by this Policy to provide the “insured” with an additional 3 years following effective date of cancellation, termination or non-renewal to report to the Insurer in writing any “claim” first made against the “insured” during the “policy period” for any “wrongful act” committed on or after the “retroactive date” and before the effective date of such cancellation, termination or non-renewal.

**(b) Optional Extended Reporting Period**

The “insured” shall have the right upon payment of an additional premium set forth below, to an Optional Extended Reporting Period. There shall be no right to an Optional Extended Reporting Period unless a written request for this Optional Extended Reporting Period, together with payment of the additional premium, is received by the Insurer within 60 days after the effective date of such cancellation, termination or non-renewal. During this Optional Extended Reporting Period, the “insured” may be entitled to insurance under this Policy, subject to all terms, conditions and other provisions hereof, if the “insured” provides the Insurer with written notice of a “claim” first made against an “insured” during the “policy period” or Optional Extended Reporting Period for any “wrongful act” committed on or after the “retroactive date” and before the effective date of such cancellation, termination or non-renewal.

The “insured” may choose one of the following pre-determined Optional Extended Reporting Periods:

- (i) 4 years following the effective date of cancellation, termination or non-renewal, for an additional premium of 100% of the last annual premium;
- (ii) 5 years following the effective date of cancellation, termination or non-renewal, for an additional premium of 125% of the last annual premium; or
- (iii) Unlimited number of years following the effective date of cancellation, termination or non-renewal, for an additional premium of 300% of the last annual premium.

The Optional Extended Reporting Period, once effected, cannot be changed or cancelled and will run concurrently with the Automatic Extended Reporting Period.

The additional premium for the Optional Extended Reporting Period shall be fully earned at the inception of the Optional Extended Reporting Period.

**SECTION VI – NOTICE OF CLAIM**

**(a) Actual Claims**

As a condition precedent to insurance provided under this Policy, the “insured” must provide the Insurer with written notice soon as practicable of any “claim” first made against the “insured” during the “policy period” or any Extended Reporting Period, if exercised.

**(b) Potential Claims**

If, during the “policy period”, the “insured” becomes aware of any fact or circumstance which could reasonably be expected to give rise to a “claim”, and the “insured” provides written notice of such fact or circumstance to the Insurer, then any “claim” which may subsequently be made against the “insured” arising out of such fact or circumstance shall, for the purposes of this Policy be treated as a “claim” made during the “policy period” in which notice was given.

**SECTION VII - GENERAL CONDITIONS**

**(1) Policy Territory**

The insurance afforded under this Policy applies only to “wrongful acts” committed in and “claims” made in Canada;

**(2) Assistance Clause**

The “insured” will cooperate with the Insurer and upon request, will attend hearing and trials and will assist in settlements, securing and giving of evidence, obtaining the attendance of witnesses and the conduct of suits in connection with any “claim” covered by this Policy. The “insured” will assist in the enforcement of any right of contribution or indemnity against any person or organization that may be liable to the “insured”.

**(3) Action Against the Insurer**

The “insured” will not bring a legal action against the Insurer, until the Insurer’s obligation to pay has been determined either by judgment against the “insured” after a trial and appeal or by written agreement between the claimant, the “insured” and the Insurer. Such legal action commenced by or on behalf of the “insured” must be brought in a Canadian court.

**(4) Other Insurance**

This insurance is excess over any other valid and collectible insurance available to the “insured”, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. This does not apply to insurance which is purchased by the “insured” to apply in excess of this Policy.

**(5) Subrogation**

In the event of any payment under this Policy, the Insurer shall be subrogated to all the “insured’s” right of recovery therefore against any person or organization other than an employee of the “insured”, and the “Insured” shall execute and deliver instruments and papers and whatever else necessary to secure such rights. The “insured” shall do nothing after the loss to prejudice such rights.

**(6) Changes**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Policy or estop the Insurer from asserting rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by an endorsement issued to form part of this Policy and signed by a duly authorized representative of the Insurer.

**(7) Assignment**

Assignment of interest under this Policy shall not bind the Insurer until its consent is endorsed hereon. If, however the “insured” shall die, be adjudicated bankrupt, insolvent or incompetent within the “policy period” this Policy will cover the “insured’s” legal representative as “insured’s”.

**(8) Termination of Insurance**

This Policy or “program certificate of insurance” may be terminated in accordance with Statutory Condition 5 or, if applicable, article 6. of General Conditions applicable to the Province of Quebec, subject to the following modifications:

**(a) By the Insurer:**

- (i) The Insurer agrees to give 15 days’ notice of termination for non-payment of premium by registered mail to the “named insured” for termination of this Policy, or to the “insured” for termination of “program certificate of insurance”, commencing on the day following the receipt of the registered letter at the post office to which it is addressed, or 5 days’ written notice of termination personally delivered.
- (ii) Where notice of termination is for any reason other than non-payment of premium, the Insurer will not terminate without first giving:
  - 1. 120 days’ written notice of termination by registered mail to the “named insured” where cancellation is effected for the entire Policy, or
  - 2. 90 days’ written notice of termination by registered mail where cancellation of coverage is being effected for an “insured” designated on a “program certificate of insurance”, or in lieu thereof, ten days’ written notice of termination personally delivered.

Where notice of termination is provided by registered letter in either case, such notice shall commence on the day following receipt of the registered letter at the post office to which it is addressed.

In the Province of Quebec, the 60 days' notice to an "insured" who has been issued a "program certificate of insurance" with a Quebec address, shall commence to run from the date of receipt of the notice of termination at that address.

(iii) The Insurer will refund the excess of premium actually paid over the pro rata premium earned for the expired time but in no event will the pro rata premium for the expired time be less than the minimum retained premium;

(iv) The refund will accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund will be made as soon as practicable.

(b) By the first "named insured" shown on the Declaration page of this Policy:

(i) The first "named insured" to which this policy has been issued, may cancel at any time upon written request;

(ii) The Insurer will refund as soon as practicable the excess of premium actually paid over the short rate premium for the expired time but in no event will the short rate premium for the expired time be less than the minimum retained premium.

(c) By any "insured":

(i) to which an individual "program certificate of insurance" has been issued, may cancel coverage at any time upon submission of written request;

(ii) The Insurer shall refund as soon as practicable the excess of premium actually paid over the short rate premium for the expired time, but in no event, shall the short rate premium for the expired time be less than any minimum retained premium.

(d) The effective cancellation date will be the earliest of:

(i) the date determined by the Insurer per cancellation effected in paragraph (a),

(ii) the date of cancellation requested by the first "named insured" per paragraph (b), or

(iii) the date of cancellation requested by the "insured" per paragraph (c)

#### **(9) Notice of Non-Renewal or Policy Amendment**

The Insurer will provide to the "named insured" and the "named insured's" agent not less than 120 days' written notice prior to the expiry date of this Policy:

(a) of its intent not to renew the Policy or,

(b) to amend terms or conditions which will restrict the coverage provided.

#### **(10) Examination of Your Books and Records**

The Insurer may examine and audit the books, records and operations of any "insured" under this Policy at any time during the "policy period" and extensions thereof and within 3 years after the final termination of the Policy or any Extended Reporting Period, as they relate to the subject matter of this insurance.

#### **(11) Representations**

By accepting this Policy, the "insured" agrees:

(a) that statements in the application for insurance, and statements in any supplementary information provided to the Insurer are accurate and complete;

(b) the Insurer has issued this Policy and any endorsements attached hereto, together with the completed and signed Application and all supplementary information provided to the Insurer, which shall be deemed to be incorporated herein and embodies all agreements existing between the "insured" and the Insurer and shall constitute the contract between the "insured" and the Insurer; and

(c) the willful and deliberate misrepresentation of any matter by the "insured" or the "insured's" agent will render this Policy null and void and relieve the Insurer of all liability herein.

#### **(12) Canadian Currency Clause**

All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

#### **(13) Conformity to Statute**

The terms of this Policy which are in conflict with Statutes of the province wherein this contract is issued are hereby amended to conform to such Statutes in effect at the Effective Date of this Policy.

#### **(14) Bankruptcy**

The bankruptcy or insolvency of any "insured" will not relieve the Insurer of their obligations under this Policy.

#### **(15) Liberalization**

If, during the policy period, the Insurer adopts a coverage change to form CBC 915, or rules or regulations affecting the Policy are revised by statute or otherwise, so as to broaden the insurance coverage without an additional premium charge, such extended or broadened insurance will become a term of this Policy and will be used to the "insured's" benefit.

#### **(16) Pyramiding of Limits (Insurance under more than one Policy, Form or Endorsement)**

Unless specified otherwise, if this Policy or any other form or coverage extension issued to the "insured" by the Insurer applies to the same "claim" or related facts, circumstances, situations, transactions or events, the aggregate maximum limit of insurance under all the policies, forms, coverage extensions shall not exceed the highest limit of insurance under any one policy, form or coverage extension, whether the limits of insurance or aggregate limits have been exhausted or not.

### **SECTION VIII – AUTHORIZATION CLAUSE**

By acceptance of this Policy, it is agreed that the "named insured" will act on behalf of all "insureds" with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receiving of any return premiums that may become due under this Policy, and the negotiation, agreement to and acceptance of any endorsement.

# ADDITIONAL COVERAGES - TRIBUNAL LEGAL EXPENSES AND CRIMINAL ACTION REIMBURSEMENT

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## 1. Insuring Agreements

### (a) Tribunal Legal Expenses

In the event the “insured” comes under investigation by or has been requested to appear before a legally constituted tribunal or committee formed by a provincial regulatory college or society established under a provincial act regulating the “insured’s” “professional services”, the “insured” shall have the right to choose one of the following defence and settlement options:

#### (i) Insurer’s Duty to Defend

The Insurer will pay on behalf of the “insured” all “legal expenses” incurred to defend the “insured” from such investigation or legally constituted tribunal occurring during the “policy period” or Extended Reporting Period, if exercised; provided the “insured” gives written notice to the Insurer of such investigation or notice to appear at a regulatory tribunal as soon as practicable, but in no event more than 30 days following the end of the “policy period” or Extended Reporting Period, if exercised.

#### (ii) Insured’s Duty to Pay (Reimbursement)

The Insurer will reimburse the “insured” all “legal expenses” incurred to defend the “insured” from such investigation or legally constituted tribunal occurring during the “policy period”. The “insured” may seek reimbursement of such “legal expenses” from the Insurer subject to the following conditions:

- (a) The maximum hourly rate the Insurer will reimburse the “insured” for “legal expenses” under this extension is \$225 per hour.
- (b) The “insured” must provide the Insurer written notice of such investigation or request to appear within 180 days of the “insured” becoming aware of such investigation or request to appear; and
- (c) The “insured” must submit a claim for such reimbursement within 180 days’ following the final adjudication of any investigation or tribunal proceeding. The written notice shall include such proof and other information as may be required by the Insurer in support of the request for reimbursement.

### (b) Criminal Action Reimbursement

The Insurer will reimburse the “insured” for “legal expenses” incurred by the “insured” to defend against any criminal action, including an allegation of “abuse”, against the “insured” with respect to a “wrongful act”.

## 2. Conditions Applicable to Insuring Agreement (b) Criminal Action Reimbursement

Reimbursement under Insuring Agreement (b) is contingent upon the “insured”:

- (i) being acquitted or all charges being dismissed or withdrawn; and
- (ii) submitting a claim for reimbursement within 180 days following the final adjudication of any criminal prosecution. The written notice shall include such proof and other information as may be required by the Insurer in support of the request for reimbursement.

## 3. Definition

Solely for the purposes of this Extension “legal expenses” means fees and disbursements payable by the “insured” to his or her lawyer(s) for conferences, counselling, investigation, and preparation of documents, judicial or similar proceedings. “Legal expenses” does not include any “damages” or “claim expenses”.

## 4. Exclusion Applicable to Insuring Agreement (a)

No coverage shall be provided under Insuring Agreement (a) for “legal expenses” resulting from, either directly or indirectly, in whole or in part or in consequence of any criminal conviction of an “insured”.

## 5. Limit of Liability

The maximum Limit of Liability under this Extension is the limit stated as applicable to Tribunal and Criminal Action Legal Expenses on the “program certificate of insurance”. This limit shall be in addition to the Limit of Liability and will not reduce or exhaust the Limit of Liability applicable to Each Wrongful Act stated on the “program certificate of insurance”.

In no event will the Insurer’s payment of “legal expenses” exceed the amount stated as applicable to Extension Aggregate on the “program certificate of insurance” in respect of all proceedings instituted during the period of this Extension.

## 6. Retention

The “insured” is responsible for a Retention amount of \$1,000, or as otherwise stated on the “program certificate of insurance”, for each Tribunal or Criminal Action.