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# LA COMPAGNIE D'ASSURANCE AIG DU CANADA

## PRINCIPES DE PROTECTION DES RENSEIGNEMENTS PERSONNELS

### AIG et la protection des renseignements personnels

Nous, chez La Compagnie d'assurance AIG du Canada (désignée sous le nom d'« AIG », « nous », « notre » ou « nos »), nous conformons aux présents *Principes de protection des renseignements personnels* et nous voulons que nos proposants, nos titulaires de polices, nos assurés, nos demandeurs et toute autre personne nous ayant fourni des renseignements personnels (désignés sous le nom de « Clients » ou « vous »), soient au courant non seulement de la façon dont nous traitons les renseignements personnels, mais aussi des raisons pour lesquelles nous recueillons lesdits renseignements. Nous consacrons beaucoup d'efforts au respect et au maintien de la confidentialité de vos renseignements personnels. Cependant, en raison de la nature même de notre entreprise, le processus de cueillette, d'utilisation et de divulgation de renseignements personnels est fondamental aux produits et services que nous fournissons.

Nous sommes un chef de file mondial dans la fourniture de produits d'assurance et autres services et, à ce titre, les compagnies membres de l'American International Group, Inc. (les « sociétés AIG ») offrent de nombreux produits et services à plusieurs types de consommateurs et clients dans différents pays partout dans le monde. En conséquence, les différentes sociétés AIG peuvent adopter différentes pratiques en matière de protection des renseignements personnels pour s'adapter à leur propre juridiction et aux exigences de leurs entreprises. Les *Principes de protection des renseignements personnels* des sociétés AIG, disponibles sur notre site, [www.aig.com](http://www.aig.com), peuvent également s'appliquer à nos Clients dans l'exercice de nos activités d'entreprise.

Pour les fins des présents *Principes de protection des renseignements personnels*, l'expression « renseignements personnels » signifie des renseignements concernant une personne identifiée ou identifiable. Par exemple, le nom d'un particulier, sa date de naissance, son adresse, son âge, son état de santé et ses renseignements financiers constituent des renseignements personnels qu'AIG peut recueillir, utiliser et dans certaines circonstances, si nécessaire, divulguer, dans le cadre de la fourniture de services d'assurance et dans le cours normal de ses affaires.

### 1. Consentement et renseignements personnels

AIG obtient le consentement pour la cueillette, l'utilisation et la divulgation de renseignements personnels, sauf dans les cas où le consentement n'est pas requis par la loi. Par exemple, AIG n'obtient pas votre consentement pour la cueillette, l'utilisation et la divulgation de vos coordonnées d'affaires. En présentant une proposition ou en faisant l'acquisition de produits et services d'AIG, vous nous donnez votre consentement à la cueillette, à l'utilisation et à la divulgation de vos renseignements personnels, tel que décrit aux présents *Principes de protection des renseignements personnels*. AIG se fie à l'avis du courtier lorsque le courtier d'assurance indique à AIG que le Client nous a donné son consentement pour la cueillette des renseignements.

Le consentement peut être obtenu par AIG et par ses sociétés affiliées directement ou par l'entremise du courtier ou mandataire, d'un expert en sinistres, d'un rédacteur sinistre, d'un enquêteur ou d'un avocat, lorsque les renseignements personnels sont recueillis aux fins d'une réclamation.

Un particulier peut refuser de consentir à la cueillette et à l'utilisation de renseignements personnels à des fins d'assurance ou retirer son consentement, mais dans de tels cas, les produits d'assurance et les services connexes, ainsi que l'étude des propositions, des réclamations ou des plaintes peuvent être limités ou terminés.

## **2. La cueillette des renseignements personnels**

Nous pourrions recueillir les renseignements directement du particulier concerné, sur les propositions d'assurance et par l'entremise d'interactions directes avec nous, y compris par l'entremise de sites Web d'AIG, d'applications logicielles que nous mettons à votre disposition à des fins d'utilisation sur des ordinateurs et des appareils mobiles (les « applications »), de nos pages de médias sociaux dont les liens figurent dans le pied de page du site AIG.com et par l'entremise de tout autre moyen (comme par exemple, dans le cadre de votre proposition d'assurance ou de vos formulaires de demande d'indemnisation, de vos appels téléphoniques, de vos courriels et autres communications avec nous, ainsi que par l'entremise des enquêteurs, des professionnels de la santé, des témoins ou d'autres tiers avec qui nous transigeons pour faire affaires avec vous). Nous recueillons également des renseignements de diverses autres sources, tels les courtiers d'assurance, les experts en sinistres ou autres intermédiaires, les tiers administrateurs, le gouvernement, les associations de l'industrie et autres entités qui détiennent des renseignements à propos de vous. Par exemple, lorsque cela est permis par la loi et afin de nous aider dans la souscription de votre proposition d'assurance, nous pouvons obtenir votre dossier de conduite, l'historique de vos réclamations et vos antécédents en matière de crédit. Nous, et nos fournisseurs de services pouvons compléter les renseignements personnels que nous recueillons avec des renseignements provenant d'autres sources, tels que les renseignements accessibles au public des services de médias sociaux, des sources commerciales disponibles et des renseignements provenant de nos filiales ou partenaires commerciaux. Lesdits renseignements provenant de tierces parties sont assujettis aux politiques de protection de la vie privée en vertu desquelles les renseignements ont été recueillis.

## **3. L'utilisation des renseignements personnels**

En règle générale, nous recueillons et utilisons les renseignements personnels à des fins d'assurance, telles que : l'évaluation des risques, le traitement des propositions d'assurance, la tarification, l'administration des produits d'assurance, l'élaboration et l'amélioration des produits et services d'assurance et autres services, y compris les outils actuariels et de fixation des prix et les programmes d'ingénierie des risques, de gestion des risques et de prévention des sinistres pour nos clients, l'évaluation, le traitement et le règlement des réclamations, et, le cas échéant, la gestion des litiges liés aux réclamations. AIG utilise également les renseignements personnels afin de détecter et de prévenir la fraude, pour détecter, prévenir et répondre aux incidents réels ou soupçonnés en matière de sécurité des informations, de compiler des statistiques, de vérifier et de fournir des renseignements aux associations de l'industrie de l'assurance, de faire rapport aux entités de réglementation ou aux entités de l'industrie conformément aux lois et aux pratiques de prudence de l'industrie de l'assurance, et pour effectuer des études de marché. Cela peut également inclure la cueillette et la divulgation de renseignements personnels

à propos de tierces parties relativement à des réclamations présentées contre des Clients d'AIG. Il se peut que AIG recueille et utilise des renseignements personnels à d'autres fins, auquel cas nous vous informerons de ces autres fins avant la cueillette et l'utilisation des renseignements personnels.

#### **4. L'utilisation des renseignements personnels à des fins de commercialisation**

AIG peut recueillir et utiliser des renseignements personnels à des fins de commercialisation, telles que l'identification des particuliers qui sont les plus susceptibles de porter un intérêt aux produits et services d'AIG et la communication avec ces derniers. AIG peut aussi divulguer des renseignements personnels à ses filiales qui les utiliseront à des fins de commercialisation, pour vous offrir certains de leurs produits et services qui pourraient vous intéresser. Vous pouvez choisir de ne pas nous permettre ou, dans l'alternative, de ne pas permettre à nos filiales de recueillir, d'utiliser ou de divulguer des renseignements personnels à des fins de commercialisation, et dans ce cas, nous, ainsi que nos filiales n'utiliserons ni ne divulguons les renseignements personnels à des fins de commercialisation. Ni nous, ni nos filiales, ne vous enverrons d'offres de garanties améliorées ou complémentaires, d'offres spéciales ou d'offres promotionnelles par publipostage, ni d'offres de produits et services supplémentaires de nos filiales. En tant que Client d'AIG, si vous n'avez pas choisi de recevoir des communications commerciales, vous pourriez recevoir des courriels promotionnels concernant des produits et des services offerts par AIG. Vous trouverez une option de désabonnement au bas de chacun de nos courriels, laquelle vous permet de révoquer votre consentement en tout temps.

#### **5. Exactitude de vos renseignements personnels**

AIG maintient des politiques et procédures afin de s'assurer que les renseignements que nous recueillons et utilisons soient exacts, à jour, et aussi complets que possible. Cependant, nous nous fions aux particuliers pour qu'ils nous dévoilent tous les renseignements significatifs et nous informent de toute modification nécessaire. Une demande d'accès à, ou de correction de vos renseignements personnels en notre possession peut être présentée en communiquant avec le Responsable de la protection des renseignements personnels à l'adresse indiquée ci-après à la rubrique « *Communiquer avec le Responsable de la protection des renseignements personnels* » et en nous fournissant une preuve valable de votre identité.

#### **6. La protection de vos renseignements personnels**

Nous appliquons les dispositifs de sécurité appropriés à nos réseaux informatiques et à nos dossiers physiques et nous limitons l'accès aux renseignements personnels aux employés d'AIG, et aux employés sous contrat avec AIG, à des prestataires de services tiers indépendants ou à des fournisseurs de services technologiques (« administrateur(s) autorisé(s) »), aux réassureurs, aux conseillers ou aux conseillers d'assurance qui ont besoin desdits renseignements pour leur permettre de souscrire ou d'administrer des produits et des services d'assurance ou de statuer sur une réclamation.

#### **7. Divulgation de renseignements personnels**

Les renseignements personnels sont divulgués, tant avec les compagnies d'assurance affiliées qu'indépendantes, qu'avec les réassureurs, les courtiers en assurance et en réassurance et autres intermédiaires et mandataires, les distributeurs et représentants nommés, les institutions financières et les organisations de l'industrie de l'assurance au moment d'évaluer

une proposition d'assurance et tout renouvellement, toute prolongation, toute modification ou toute résiliation d'un contrat déjà établi, ainsi que dans l'éventualité d'une réclamation, dans la mesure nécessaire aux fins des statistiques ou de l'évaluation et de la tarification d'un risque particulier, de la détermination du statut de l'assurance, et de l'étude, de l'administration et de la fourniture de mises à jour concernant les réclamations. Nous divulguons également des renseignements afin d'enquêter en cas d'allégation de fraude, pour détecter, prévenir et répondre aux incidents réels ou soupçonnés en matière de sécurité des informations, là où la loi l'autorise ou l'exige ou encore, à la demande d'institutions gouvernementales conformément à la loi applicable.

AIG peut retenir les services d'une compagnie affiliée, d'un réassureur ou d'un administrateur autorisé pour accomplir certaines fonctions en notre nom à l'appui des produits et services que nous offrons. Ces fonctions pourraient inclure la souscription, l'offre ou l'administration des produits et services d'assurance d'AIG ou de toute réclamation connexe. En conséquence, dans certains cas, ces compagnies affiliées ou tiers demandent vos renseignements personnels dans la mesure nécessaire pour la prestation de ces services spécifiques de réassurance, de souscription, de commercialisation, de consultation, d'administration, d'analyse, de réadaptation, de réclamations, d'investigation, de rapport ou de tout autre service connexe. AIG oblige ces compagnies affiliées et ces tiers à utiliser et à prendre des mesures afin de protéger les renseignements personnels conformément aux exigences des présents *Principes de protection des renseignements personnels*.

Certaines compagnies affiliées de même que certains administrateurs autorisés peuvent se trouver hors de la province dans laquelle vous résidez ou dans une autre juridiction étrangère à l'extérieur du Canada. Dans ce cas, la cueillette, l'utilisation et la divulgation de renseignements personnels seront assujetties aux lois de la juridiction en question. En nous communiquant des renseignements personnels, en présentant une proposition ou en souscrivant des produits et des services d'AIG, vous consentez par les présentes à ce que les compagnies affiliées d'AIG ou les administrateurs autorisés se trouvant à l'extérieur du Canada accèdent à vos renseignements personnels, les traitent ou les conservent (selon le cas) et les divulguent tel que requis par les lois applicables à leur juridiction. Si vous souhaitez obtenir de plus amples renseignements sur notre utilisation des administrateurs autorisés ou de tout autre fournisseur de services situé à l'extérieur du Canada, veuillez communiquer avec l'agent de la protection des renseignements personnels à l'adresse ci-dessous, dans la section intitulée « *Communiquer avec l'agent de protection de la vie privée* ».

AIG pourrait transférer vos renseignements personnels en tant qu'actif dans le cadre de toute vente, de toute fusion ou de toute autre disposition, envisagée ou en cours, de la totalité ou d'une partie de notre clientèle ou de nos biens, ou encore dans le cadre d'une réorganisation de l'entreprise ou de tout autre changement associé au contrôle de l'entreprise, dans le but de déterminer si l'on doit conclure ladite transaction avec les parties en question ou donner suite à toute exigence de leur part en matière de dossiers ou d'autres déclarations. En pareil cas, nous veillerons à ce que le transfert de renseignements personnels soit conforme aux lois en vigueur et nous adopterons des protocoles appropriés de protection et de sécurité des données.

## **8. Conservation et accès à vos renseignements personnels**

Nous conservons vos renseignements personnels aux fins décrites aux présents *Principes de protection des renseignements personnels*, mais seulement pour la période nécessaire pour atteindre le ou les objectifs pour lesquels les renseignements personnels ont été recueillis

conformément à la loi applicable. Les renseignements personnels sont stockés à l'un de nos bureaux au Canada ou à l'emplacement de l'une de nos sociétés affiliées ou administrateurs autorisés aux États-Unis ou dans un autre pays, tel que défini aux termes de la rubrique 7 « *Divulgation de renseignements personnels* » précédente. L'accès à vos renseignements personnels est limité à nos employés, employés sous contrat, mandataires, intermédiaires d'assurance, réassureurs, administrateurs autorisés qui ont besoin d'y accéder afin d'effectuer leur travail ou de nous fournir des services.

De plus, en tant qu'institution de services financiers, nous sommes tenus de respecter les périodes minimales de conservation réglementées des informations personnelles. Nous vous fournirons des informations supplémentaires, le cas échéant, pour vous informer de la manière dont nous collectons et utilisons vos informations personnelles.

Par exemple:

- Si nous conservons des informations personnelles pour nous conformer à une exigence réglementaire, nous conserverons ces informations aussi longtemps que nécessaire pour nous conformer à cette obligation.
- Si nous conservons des informations personnelles afin de fournir un produit ou un service (par exemple, l'émission d'une police d'assurance ou le traitement des réclamations), nous conserverons ces informations aussi longtemps que le produit ou le service est fourni, et pendant une certaine période après l'expiration de la période de validité de la police et le traitement de toute réclamation connexe.

Le nombre d'années varie selon la nature du produit ou du service fourni. Pour certains contrats d'assurance, il peut être nécessaire de conserver les informations personnelles pendant plusieurs années après l'expiration du contrat. Entre autres raisons, nous conservons les informations afin de répondre à toute question ou préoccupation qui pourrait être soulevée ultérieurement concernant la police ou le traitement d'une réclamation.

Pour plus d'informations sur la période pendant laquelle nous conservons vos informations personnelles, veuillez contacter le responsable de la confidentialité à l'adresse indiquée ci-dessous dans la section intitulée « *Communiquer avec le Responsable de la protection des renseignements personnels* ».

Une demande d'accès aux renseignements en notre possession peut être présentée en communiquant avec le Responsable de la protection des renseignements personnels à l'adresse indiquée ci-après à la rubrique « *Communiquer avec le Responsable de la protection des renseignements personnels* ». Le droit d'accès aux renseignements n'est pas absolu. Par conséquent, AIG peut refuser une demande d'accès si les renseignements personnels à votre sujet qui sont sous notre contrôle font l'objet de restrictions juridiques. De telles situations de refus peuvent inclure mais ne sont pas limitées à :

- des renseignements qui sont assujettis à un privilège avocat/client;
- des renseignements qui révéleraient des renseignements personnels au sujet d'une tierce partie;
- des renseignements qui pourraient compromettre l'étude d'une réclamation; ou
- des renseignements confidentiels de nature commerciale.

Nous pouvons vous facturer à l'avance des frais raisonnables pour copier et transmettre les renseignements que vous avez demandés et auxquels vous avez un droit d'accès.

Vous pouvez également nous demander de corriger des renseignements personnels inexacts vous concernant en contactant le responsable de la protection des renseignements personnels. Le droit d'accès aux informations n'est pas absolu. Par conséquent, AIG peut refuser de modifier les renseignements personnels que nous détenons à votre sujet sous notre contrôle dans certaines circonstances, sous réserve de toute restriction légale (par exemple, si nous avons des preuves pour étayer le fait que les informations personnelles sont exactes).

## 9. Communiquer avec le Responsable de la protection des renseignements personnels

Les demandes de renseignements supplémentaires, les demandes d'accès aux renseignements personnels ou les questions portant sur nos politiques et procédures et la façon dont nous traitons vos renseignements chez AIG devraient être adressées à notre Responsable de la protection des renseignements personnels comme suit :

Responsable de la protection des renseignements personnels  
Poste : La Compagnie d'assurance AIG du Canada  
120 Bremner Blvd.  
Bureau 2200  
Toronto, Ontario  
Canada M5J 0A8  
Courriel : [AIGCanadaComplaints@aig.com](mailto:AIGCanadaComplaints@aig.com)  
Sans frais : 1-800-387-4481.

## 10. Principes de protection des renseignements personnels liés à l'Internet

Nous pourrions recueillir des renseignements personnels à votre sujet par l'entremise de sites Web ou d'applications pour appareils mobiles d'AIG. Tous les renseignements personnels recueillis par l'entremise de nos sites Web et de nos applications pour appareils mobiles sont assujettis aux présents *Principes de protection des renseignements personnels*.

Nous pourrions recueillir d'autres renseignements personnels (« **autres renseignements** ») qui pourraient ou ne pourraient pas dévoiler l'identité du particulier par l'entremise de nos sites Web ou de nos applications pour appareils mobiles. Les autres renseignements englobent sans s'y limiter :

- les renseignements recueillis au moyen du navigateur Web et paramètres;
- des renseignements recueillis de l'ordinateur ou de l'appareil mobile (telles que les identifiants de l'appareil)
- les renseignements recueillis par l'entremise de fichiers témoins, de balises Web (pixels invisibles) et d'autres technologies;
- les renseignements démographiques et autres renseignements semblables que vous nous avez fournis;
- les renseignements sur votre emplacement physique; et
- le cumul des renseignements.

Nous et nos fournisseurs de services de tierce partie pourrions recueillir d'autres renseignements par divers moyens, dont les suivants mais pas nécessairement limités aux suivants :

- **Par l'entremise de votre navigateur Internet** : La plupart des sites Internet recueillent certains renseignements par l'entremise de votre navigateur Internet, notamment votre adresse IP (c'est-à-dire, l'adresse Internet de votre ordinateur), la résolution de votre écran, le type de votre système d'exploitation (par exemple, Windows ou Mac OS) et sa version, le type et la version de votre navigateur Internet, l'heure de votre visite, ainsi que la ou les pages consultées. Nous utilisons ces renseignements pour calculer les niveaux d'utilisation de notre site Internet, pour nous aider à diagnostiquer les problèmes de serveur et pour gérer notre site Internet.
- **Utilisation de cookies** : Les cookies sont des données stockées directement sur l'ordinateur que vous utilisez. Les cookies nous permettent de reconnaître votre ordinateur et de recueillir certains renseignements, notamment le type de navigateur que vous utilisez, le temps passé sur notre site Internet, les pages consultées et les préférences linguistiques. Nous pourrions utiliser ces renseignements à des fins de sécurité, pour faciliter la navigation, afficher des renseignements de façon plus efficace, personnaliser votre expérience pendant que vous visitez notre site Internet ou encore pour recueillir des renseignements sur l'utilisation de notre site à des fins de statistiques. Les cookies nous permettent également de vous présenter des messages publicitaires ou des offres qui sont les plus susceptibles de vous intéresser. Nous pourrions aussi utiliser des cookies pour effectuer un suivi de vos réponses à nos publicités, et nous pourrions nous servir des cookies ou d'autres fichiers pour nous enquérir de votre fréquentation d'autres sites Internet.
- **Renseignements de votre part** : Certains renseignements (par exemple, votre emplacement ou votre méthode de communication préférée) sont recueillis lorsque vous nous les fournissez de plein gré. Sauf dans les cas où ils sont jumelés à des renseignements personnels, ces renseignements pourraient ne pas vous identifier spécifiquement.
- **Utilisation de votre emplacement personnel** : Nous pourrions recueillir des renseignements relatifs à votre emplacement, notamment à l'aide de signaux par satellite GPS, par tour de transmission cellulaire ou par WiFi. Nous pourrions utiliser l'emplacement physique de votre appareil pour vous offrir des services et du contenu personnalisés en fonction de votre emplacement, notamment pour vous transmettre des rappels liés à l'emplacement ou des offres lorsque vous utilisez des applications. Nous pourrions également divulguer l'emplacement physique de votre appareil, ainsi que des renseignements sur les publicités visionnées qui, jumelés aux autres renseignements que nous recueillons conjointement avec nos partenaires de commercialisation, leur permettent de vous fournir de notre part du contenu plus personnalisé et d'évaluer l'efficacité de nos campagnes publicitaires. Dans certains cas, vous pourriez avoir le choix de permettre ou de refuser de telles utilisations et la divulgation de l'emplacement de votre appareil, mais si vous refusez de consentir à de telles utilisations et divulgations, nos partenaires de commercialisation et nous pourrions être incapables de vous fournir les services et le contenu personnalisés en question. En outre, nous pourrions obtenir la géolocalisation précise de votre appareil lorsque vous utilisez nos applications pour appareils mobiles, et ce, afin de fournir des services d'assistance voyage ou autres à ceux de nos clients qui souscrivent à de tels services. Dans le cadre de la prestation de services d'assistance voyage ou autres, nous pourrions divulguer les renseignements liés à la géolocalisation précise de votre appareil à nos clients et à d'autres entités avec qui nous travaillons. Vous pouvez refuser de consentir à la



cueillette et la divulgation de renseignements liés à la géolocalisation précise en supprimant l'application de votre appareil mobile, en refusant de permettre à l'application pour appareil mobile d'accéder aux services de localisation à l'aide du système d'autorisation qu'utilise le système d'exploitation de votre appareil ou en suivant toutes directives supplémentaires de retrait figurant à l'avis de protection de la vie privée qui est affiché dans l'application pour appareils mobiles.

- **Cumul des renseignements** : Nous pourrions divulguer à nos fournisseurs de services de tierce partie des renseignements qui n'identifient aucune personne en particulier et que nous avons recueillis auprès de vous et/ou par votre utilisation de nos applications, dans un format cumulé et anonyme propice à l'usage et l'analyse de données et pour faire en sorte de vous offrir une meilleure expérience client, tout en nous permettant d'apporter des améliorations et des modifications à nos produits et services.

Veillez noter que nous pourrions utiliser et divulguer d'autres renseignements à toute autre fin, sauf lorsque nous sommes tenus d'agir autrement en vertu des lois applicables. Si nous sommes dans l'obligation de traiter d'autres renseignements à titre de renseignements personnels en vertu des lois applicables, alors, en plus des utilisations énumérées à la présente rubrique « *Principes de protection des renseignements personnels à l'égard de l'Internet* », nous pourrions utiliser et divulguer d'autres renseignements à toutes les fins auxquelles nous utilisons et divulguons lesdits renseignements personnels.

## 11. Sites Internet de tierces parties

Les présents *Principes de protection des renseignements personnels* n'abordent pas les pratiques de confidentialité et de protection des renseignements personnels ou toute autre pratique à cet égard adoptée par de tierces parties, y compris toute tierce partie exploitant tout site Internet visé par un lien figurant sur notre site Internet, et nous n'assumons aucune responsabilité à ce chapitre. L'affichage d'un lien sur notre site Internet ne signifie aucunement que nous approuvons le site visé par ledit lien figurant à notre site Internet ou à celui d'autres sociétés membres de notre groupe.

## 12. Utilisation du site par des mineurs

Notre site Internet n'est pas destiné à des personnes âgées de moins de 18 ans et nous demandons à ces personnes de ne fournir aucun renseignement personnel par l'entremise de notre site Internet.

## 13. Demandes d'accès et prise de décision automatisée

- Vous pouvez soumettre une demande pour être informé des types de personnel qui peuvent avoir accès à vos informations personnelles au sein d'AIG.
- Vous pouvez demander à AIG de cesser de diffuser vos informations personnelles ou de désindexer tout lien hypertexte attaché à votre nom si la diffusion de ces informations contrevient à la loi ou à une ordonnance d'un tribunal. Sous certaines conditions prescrites par la loi, vous pouvez demander à AIG de réindexer l'hyperlien pour donner accès à vos informations personnelles.
- Dans le cadre de nos opérations commerciales, nous pouvons prendre une décision basée exclusivement sur un traitement automatisé de vos informations personnelles. Ces décisions sont prises à l'aide de logiciels et de systèmes informatiques automatisés sans jugement humain indépendant afin que nous puissions déterminer le type de produit ou de services que nous sommes en mesure de vous offrir.

Lorsque la prise de décision automatisée est utilisée, nous vous fournirons plus d'informations avant ou au moment où nous avons l'intention de prendre la décision. Vous avez le droit de soumettre des questions, des commentaires ou des plaintes au Responsable de la protection des renseignements personnels à l'adresse indiquée ci-dessus dans la section intitulée « Contacter le responsable de la confidentialité ».

#### **14. Modifications apportées aux présents Principes de protection des renseignements personnels**

AIG Canada se réserve le droit d'apporter, de temps à autre, des modifications aux présents *Principes de protection des renseignements personnels*. Si lesdits *Principes de protection des renseignements personnels* sont modifiés de façon importante, nous prendrons des mesures raisonnables pour vous en aviser en affichant notamment une version à jour des *Principes de protection des renseignements personnels* sur notre site Internet. Nous vous recommandons donc de passer en revue notre version la plus récente des *Principes de protection des renseignements personnels* de temps à autre en accédant à Aig.ca.

# AIG INSURANCE COMPANY OF CANADA

## PRIVACY PRINCIPLES

### AIG and Individual Privacy

We at AIG Insurance Company of Canada (referred to as "AIG", "we", "our", or "us") abide by these *Privacy Principles* and want you, our applicants, policyholders, insureds, claimants, and any other individuals who provide us with personal information (referred to as "Customers" or "you"), to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

As a worldwide leader in the delivery of insurance products and other services, the member companies of American International Group, Inc. ("AIG Companies") offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, differing AIG Companies may adopt differing privacy practices to fit their own jurisdiction and business requirements. The AIG Companies Privacy Policy, located at [www.aig.com](http://www.aig.com), may also be applicable to our Customers as we conduct our business.

For the purposes of these *Privacy Principles* personal information means information about an identified or identifiable individual. For example: an individual's name, birth date, address, age, health and financial information is personal information which AIG may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business.

### 1. Consent and Personal Information

AIG obtains consent for the collection, use, and disclosure of personal information, except where consent is not required by law. AIG does not obtain your consent for the collection, use and disclosure of business contact information. By applying for or purchasing AIG's products and services, you are providing your consent to our collection, use, and disclosure of your personal information as set out in these *Privacy Principles*. AIG relies on the broker's advice where the insurance broker tells AIG that we have a Customer's consent to collect information.

Consent may be obtained by AIG and its affiliated companies directly or through a broker or agent, an insurance adjuster, claims administrator, investigator, or lawyer when personal information is collected for claims purposes.

An individual may decline to consent, or revoke consent, to the collection and use of personal information for insurance purposes but in that case, insurance products and related services and the assessment of applications, claims or complaints may be limited or terminated.

### 2. Collecting Personal Information

We may collect information directly from the individual concerned on applications for insurance and through direct interactions with us, including via AIG websites, software applications made available by us for use on or through computers and mobile devices (the "Apps"), our social media pages set forth in the links in the footer on AIG.com and other means (for example, from

your application and claim forms, telephone calls, e-mails and other communications with us, as well as from claim investigators, medical professionals, witnesses or other third parties involved in our business dealings with you). We also collect information from various third-party sources such as: insurance brokers, adjusters, other insurance intermediaries, third party administrators, government, industry associations, and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by law, to assist us in underwriting your application for insurance. We and our service providers may supplement the personal information we collect with information from other sources, such as publicly available information from social media services, commercially available sources and information from our affiliates or business partners. This information from third parties is subject to the privacy policies under which the information was collected.

### **3. Using Personal Information**

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, developing and improving insurance products and services and other services, including actuarial and pricing tools and risk engineering, risk management and loss prevention programs for our insurance clients, claim assessment, processing and settlement, and, where applicable, managing claim disputes. AIG also uses personal information to detect and prevent fraud, to detect, prevent, and respond to actual or suspected information security incidents, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers. We may collect and use personal information for other purposes. We will notify you of such other purposes prior to the collection, and use of the personal information.

### **4. Use of Personal information for Marketing Purposes**

AIG may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find AIG products and services of interest. AIG may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services, which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes in which case we and our affiliates will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us or our affiliates. As an AIG customer, if you have not opted out of receiving marketing communications, you may receive marketing emails regarding AIG products and services. Each marketing email will include an unsubscribe mechanism, available for you at any time to remove your consent.

### **5. Accuracy of Your Personal Information**

AIG maintains policies and procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes required. A request to access or correct your personal information in our possession may be made by contacting the Privacy Officer at the address set out below in the section titled *“Contacting the Privacy Officer,”* and by providing valid proof of your identity.

## 6. Safeguarding Your Information

We apply appropriate safeguards to our computer networks and physical files. We restrict access to personal information to those AIG employees and non-employee workers, independent third-party service providers or technology service providers (“Authorized Administrators”) reinsurers, consultants or insurance representatives who need to know that information in order to underwrite, adjudicate or administer insurance products and services.

## 7. Disclosure of Personal Information

Personal information is disclosed by us to both affiliated and unaffiliated insurance companies, reinsurers, insurance and reinsurance brokers and other intermediaries and agents, appointed representatives, distributors, financial institutions and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for statistical purposes or to assess and rate a specific risk, determine the status of coverage, and to investigate, administer and provide updates regarding claims. We also share information to investigate allegations of fraud; to detect, prevent, and respond to actual and suspected information security incidents; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable law.

AIG may retain an affiliated company, a reinsurer, or an Authorized Administrator to perform on our behalf certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of AIG insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties require your personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, analytical, rehabilitative, claims, investigation, reporting or related services. AIG obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some AIG affiliates and Authorized Administrators may be located outside of the province in which you reside or in another foreign jurisdiction outside of Canada. When this occurs, the collection, use and disclosure of personal information will be subject to the laws of the jurisdiction in which it is situated. By communicating personal information to us, applying for and/or acquiring the products and services of AIG, you hereby consent to the AIG affiliates or Authorized Administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction. If you would like to obtain more information about our use of Authorized Administrators or any other service providers located outside of Canada, please contact the Privacy Officer at the address set out below in the section titled *“Contacting the Privacy Officer”*.

AIG may transfer your personal information as an asset in connection with any contemplated or actual sale, merger or other disposal of all or part of our business or assets, or as part of a corporate reorganization or other change in corporate control, including for the purposes of determining whether to proceed with such a transaction or fulfilling any records or other reporting requirements to such parties. In such circumstances, we will ensure that any transfer of personal information is handled by us in accordance with applicable law using appropriate data protection and security measures.

## 8. Retention and Access to Your Personal Information

We retain personal information for the purposes described in these *Privacy Principles* but only for so long as is necessary to achieve the purpose(s) for which the personal information was collected and as required by law. Personal information is stored at one of our offices in Canada, or at a location of one of our affiliates or Authorized Administrators in the United States or another foreign country, as defined under Section 7 - "*Disclosure of Personal Information*" above. Access to your personal information is limited to our employees and non-employee workers, agents, insurance intermediaries, reinsurers, and Authorized Administrators who need access in order to perform their job or provide services.

In addition, as financial services institution, we are required to comply with regulated minimum retention periods for personal information. We will provide you with further information, if applicable, to inform you of how we collect and use your personal information.

For Example:

- If we retain personal information to comply with a regulatory requirement, we will keep the information for as long as required to comply with that obligation.
- If we retain personal information in order to provide a product or service (e.g insurance policy issuance or claims handling), we will keep the information for as long as the product or service is provided, and for a certain time period following expiry of the policy and the handling of any related claim.

The number of years varies depending on the nature of the product or service provided. For certain insurance policies it may be necessary to keep the personal information for several years after the expiry of the policy. Among other reasons, we retain the information in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or the handling of a claim.

For further information about the period of time for which we retain your personal information, please contact the Privacy Officer at the address set out below in the section titled "*Contacting the Privacy Officer*"

A request to access information in our possession may be made by contacting the Privacy Officer at the address set out below in the section titled "*Contacting the Privacy Officer*". The right to access information is not absolute. Therefore, AIG may decline access to personal information about you that we have under our control, subject to any legal restrictions. Such instances of refusal may include but are not limited to the following:

- the information is subject to solicitor/client privilege;
- the information would reveal personal information about a third party;
- the information could compromise the investigation of a claim; or
- the information is confidential commercial information.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

You may also request that we correct inaccurate personal information about you by contacting the Privacy Officer. The right to access information is not absolute. Therefore, AIG may decline

to modify personal information that we have about you under our control under certain circumstances, subject to any legal restrictions (for example, if we have evidence to support the fact that the personal information is accurate).

## 9. Contacting the Privacy Officer

Requests for further information about our privacy policies and practices, personal information access or correction, or any concerns about how we handle your information with AIG should be referred to our Privacy Officer, as follows:

Privacy Officer

Mail: AIG Insurance Company of Canada  
120 Bremner Blvd.  
Suite 2200  
Toronto, ON  
Canada M5J 0A8

Email: AIGCanadaComplaints@aig.com

Toll-free phone: 1-800-387-4481

## 10. Internet Privacy Practices

We may collect your personal information through AIG websites or mobile applications. All personal information collected through our websites and mobile applications are subject to these *Privacy Principles*.

We may collect other personal information ("**Other Information**") through our websites or mobile applications that may or may not reveal your specific identity. Other Information includes but is not limited to:

- browser information and settings;
- computer or mobile device information (such as device IDs)
- information collected through cookies, pixel tags, and other technologies;
- demographic information and other similar information provided by you;
- information about your physical location; and
- aggregated information.

We and our third party service providers may collect Other Information in a variety of ways, including, but not limited to, the following:

- **Through your internet browser:** Certain information is collected by us through your internet browser by most websites, such as your IP address (that is, your computer's address on the internet), screen resolution, operating system type (e.g., Windows or Mac OS) and version, internet browser type and version, time of the visit and the page or pages visited. We use this information for purposes such as calculating our website usage levels, helping diagnose server problems, and administering our website.
- **Using cookies:** Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent on our website, pages visited, and language preferences. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while visiting our

website, or to gather statistical information about the usage of our website. Cookies further allow us to present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

- **From you:** Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with personal information, this information may not identify you personally.
- **Using your physical location:** We may collect the physical location of your device by, for example, using satellite GPS, cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based services and content, for example, to provide location based reminders or offers when using applications. We may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content on our behalf and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content. In addition, we may obtain the precise geolocation of your device when you use our mobile applications for purposes of providing travel or other assistance services to our clients who are enrolled in such services. In connection with providing travel or other assistance services, we may share your device's precise geolocation information with our clients and other entities with whom we work. You may opt-out of our collection and sharing of precise geolocation information by deleting the mobile application from your device, by disallowing the mobile application to access location services through the permission system used by your device's operating system, or by following any additional opt-out instructions provided in the privacy notice available within the mobile application.
- **By aggregating information:** We may share non-personally identifiable information collected from you and/or from your use of our Apps with our third party service providers in an anonymous and aggregated form for data analytics and to ensure you receive a better consumer experience, in order to improve and modify our products and services.

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as personal information under applicable law, then, in addition to the uses listed in this "*Website Privacy Practices*" section, we may use and disclose Other Information for all the purposes for which we use and disclose personal information.

## 11. Third Party Websites

These *Privacy Principles* do not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any website to which our website contains a link. The inclusion of a link on our website does not imply endorsement of the linked site by us or by our group companies.



## **12. Use of Site by Minors**

Our website is not directed to individuals under the age of 18, and we request that these individuals do not provide personal information through our website.

## **13. Access Requests and Automated Decision Making**

- You may submit a request to be informed of the types of personnel who may have access to your personal information within AIG.
- You may request that AIG cease disseminating your personal information or de-index any hyperlink attached to your name if the dissemination of the information contravenes the law or a court order. Under certain conditions prescribed by law, you may request AIG re-index the hyperlink to provide access to your personal information.
- As part of our business operations, we may render a decision based exclusively on an automated processing of your personal information. These decisions are made using automated computer software and systems without independent human judgment so that we may determine the type of product or services we are able to offer you.  
When automated decision making is used, we will provide you with more information prior to or at the time we intend to make the decision. You have the right to submit questions, comments, or complaints to the Privacy Officer at the address set out above in the section titled "Contacting the Privacy Officer".

## **14. Changes to these Privacy Principles**

AIG Canada reserves the right to modify these *Privacy Principles* from time to time. If these *Privacy Principles* change materially, we will take reasonable measures to notify you, including posting a copy of the revised *Privacy Principles* to our website. Accordingly, we recommend that you review our current *Privacy Principles* from time to time at Aig.ca.



Canadian Head Office  
120 Bremner Boulevard Suite 2200  
Toronto, ON M5J 0A8

**AIG Insurance Company of Canada**  
(herein called the Insurer)

**Not-For-Profit Risk Protector®**

**Management Liability, Professional Liability, Crime Coverage and  
Kidnap And Ransom/Extortion Coverage for Not- For- Profit Organizations**

POLICY NUMBER: *01-274-01-48*

REPLACEMENT OF POLICY NUMBER: *01-307-35-30*

**NOTICES**

[APPLICABLE TO ALL COVERAGE SECTIONS OTHER THAN THE CRIME COVERAGE SECTION AND KIDNAP AND RANSOM/EXTORTION COVERAGE SECTION]

COVERAGE WITHIN THIS POLICY IS GENERALLY LIMITED TO LOSS FROM CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS THE POLICY REQUIRES. DEFENCE COSTS REDUCE THE LIMITS OF LIABILITY (AND, THEREFORE, AMOUNTS AVAILABLE TO RESPOND TO SETTLEMENTS AND JUDGMENTS) AND ARE APPLIED AGAINST APPLICABLE RETENTIONS.

THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND UNLESS SUCH COVERAGE IS EXPRESSLY PROVIDED WITHIN A COVERAGE SECTION. WHERE THE INSURER HAS NO DUTY TO DEFEND, IT WILL ADVANCE DEFENCE COSTS, EXCESS OF THE APPLICABLE RETENTION, PURSUANT TO THE TERMS OF THIS POLICY PRIOR TO THE FINAL DISPOSITION OF A CLAIM. PLEASE REFER TO THE COVERAGE SECTIONS PURCHASED FOR DEFENCE RELATED DETAILS.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

**DECLARATIONS**

ITEMS										
1	<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;"><b>NAMED ORGANIZATION:</b></td> <td style="width: 30%;">(the "Named Organization")</td> <td style="width: 50%;"><i>THE AIR CADET LEAGUE OF CANADA</i></td> </tr> <tr> <td></td> <td>MAILING ADDRESS:</td> <td><i>815 St. Laurent Blvd, Room 223 OTTAWA, ON K1K 3A7</i></td> </tr> <tr> <td></td> <td>PROVINCE OR STATE OF INCORPORATION/FORMATION:</td> <td><i>Ontario</i></td> </tr> </table>	<b>NAMED ORGANIZATION:</b>	(the "Named Organization")	<i>THE AIR CADET LEAGUE OF CANADA</i>		MAILING ADDRESS:	<i>815 St. Laurent Blvd, Room 223 OTTAWA, ON K1K 3A7</i>		PROVINCE OR STATE OF INCORPORATION/FORMATION:	<i>Ontario</i>
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	<i>12:01 A.M. at the address stated in Item 1</i>									

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**3 COVERAGE SUMMARY**

Liability Coverage Section		Separate Limit of Liability	Shared Limit of Liability	Retention/ Deductible*	Continuity Date	Premium
D&O	D&O and Not-For-Profit Organization	<i>Inapplicable</i>	<i>\$5,000,000</i> Shared With: EPL & FLI	Crisis Management Events: <i>\$0</i> All Other Claims: <i>\$25,000</i>	<i>09/01/2010</i>	<i>\$6,809</i>
EPL	Employment Practices	<i>Inapplicable</i>	<i>\$5,000,000</i> Shared With: D&O & FLI	All Claims: <i>\$25,000</i>	<i>09/01/2010</i>	<i>\$8,396</i>
FLI	Fiduciary	<i>Inapplicable</i>	<i>\$1,000,000</i> Shared With: D&O & EPL	All Claims: <i>\$25,000</i>	<i>07/01/2022</i>	<i>\$900</i>
CCP	Employed Lawyers	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	All Claims: <i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Crime	Crime	See Section 5:	None	See Section 5:	N/A	<i>Coverage Section Not Purchased</i>
KRE	Kidnap And Ransom/ Extortion	See Section 6:	None	See Section 6:	N/A	<i>Coverage Section Not Purchased</i>
*With respect to the D&O, EPL, FLI and CCP Coverage Sections only, no Retention amount is applicable to Non-Indemnifiable Loss. *No Retention is applicable to Voluntary Compliance Loss and HIPAA Penalties						<i>N/A</i>

**4 TOTAL PREMIUM**  
*\$16,105*

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ITEMS (continued)

**5 CRIME LIMITS OF LIABILITY AND DEDUCTIBLES**

Insuring Agreement	Per Occurrence Limit of Liability	Deductible
Insuring Agreement 1.A.: "Employee Theft" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.B.: "Forgery or Alteration" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.C.: "Inside the Premises - Theft of Money or Securities" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.D.: "Inside the Premises - Robbery or Safe Burglary of Other Property" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.E.: "Outside the Premises" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.F.: "Computer Fraud" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.G.: "Money Orders and Counterfeit Paper Currency" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>

If "Not Covered" is inserted above opposite any specific Insuring Agreement, such Insuring Agreement in the Crime Coverage Section and any other reference thereto in this policy is hereby deleted.

**CANCELLATION OF PRIOR CRIME INSURANCE:** By acceptance of the Crime Coverage Section of this Policy, you give us notice of cancellation for the prior policy Nos: *Not Applicable*. Such cancellation shall be effective at the time the Crime Coverage Section of this Policy becomes effective.

**6 KRE LIMITS OF INSURANCE \ INSURED PERSON(S)**

Loss Component:	Each Loss Component Limit	Annual Aggregate Limit
<b>A. Ransom Monies:</b>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
<b>B. In- Transit/Delivery:</b>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
<b>C. Expenses:</b>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
<b>D. Consultant Expenses:</b>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
<b>E. Judgments, Settlements and Defence Costs:</b>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
<b>F. Death or Dismemberment:</b>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
<b>Each Insured Event Limit:</b>	<i>Coverage Section Not Purchased</i>	
<b>Coverage Section Aggregate:</b>	<i>Coverage Section Not Purchased</i>	
<b>Deductible (Each Loss):</b>	<i>Coverage Section Not Purchased</i>	
<b>Insured Person(s):</b> <i>Coverage Section Not Purchased</i>		

**7 OTHER LIMITS OF LIABILITY**

<b>(a) POLICY AGGREGATE LIMIT OF LIABILITY (For all coverages combined other than the Crime and the KRE Coverage Sections:</b>	<i>\$5,000,000</i>
<b>(b) Crisis Management Fund For D&amp;O:</b>	<i>\$15,000</i>
<b>(c) Voluntary Compliance Loss Sublimit of Liability for FLI:</b>	<i>\$25,000</i>
<b>(d) HIPAA Penalties Sublimit of Liability for FLI:</b>	<i>\$25,000</i>

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ITEMS (continued)

**8 NAME AND ADDRESS OF INSURER**

*AIG Insurance Company of Canada  
120 Bremner Boulevard Suite 2200  
Toronto, ON M5J 0A8*

This policy is issued only by the insurance company indicated in this Item 8.

PRODUCER: *BFL CANADA RISK AND INSURANCE SERVICES INC.*  
ADDRESS: *181 UNIVERSITY AVENUE  
SUITE 1700  
TORONTO, ON M5H 3M7*

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

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy.



\_\_\_\_\_  
**President and Chief Executive Officer  
AIG Insurance Company of Canada**

TORONTO  
SIGNED AT

June 20, 2024  
DATE

1489317



**AIG Insurance Company of Canada**  
(herein called the **Insurer**)

**Not-For-Profit Risk Protector®**  
**General Terms and Conditions**  
(Inapplicable to Kidnap and Ransom Coverage Section)

In consideration of the payment of the premium, and in reliance upon the statements made to the **Insurer** by application, including its attachments and the materials incorporated therein, which form a part of this policy, the **Insurer** agrees as follows:

**1. TERMS AND CONDITIONS**

These General Terms and Conditions are hereby incorporated by reference into, made a part of, and expressly made applicable to all **Coverage Sections** except (i) the Kidnap & Ransom Coverage Section; or (ii) where explicitly limited to one or more **Coverage Sections**. Any reference in this General Terms and Conditions Section to "all **Coverage Sections**" shall not refer to the Kidnap and Ransom Coverage Section. The terms and conditions set forth in each **Coverage Section** shall only apply to that particular **Coverage Section** and shall in no way be construed to apply to any other **Coverage Section** of this policy.

**2. DEFINITIONS**

(a) "**Affiliate**" shall mean any not for profit organization, other than a **Subsidiary**, which:

(1) the **Named Organization** or any **Subsidiary** controls or otherwise has the ability to direct the financial or managerial decisions of such entity, whether through the operation of law, contract or agreement, stock ownership or membership, charter, articles of incorporation, or by-law provisions; or

(2) is granted by contract the right to control the financial or managerial decisions of the **Named Organization** or any **Subsidiary**;

provided, however, that such coverage as may be provided under this policy for any organization described in subparagraphs (1) and (2) above shall be limited solely to **Wrongful Acts** occurring in the course of the exercise of such control of financial or managerial decisions.

(b) "**Bodily Injury**" means physical injury, sickness or disease (other than emotional distress or mental anguish), including death resulting therefrom.

(c) "**Claim**" means a **Claim**, as that term is defined within each **Coverage Section**.

(d) "**Continuity Date**" means the date set forth in Item 3 of the Declarations with respect to each **Coverage Section**.

(e) "**Coverage Section(s)**" means each **Coverage Section** that is purchased by the **Insured** as indicated in Item 3 of the Declarations.

(f) "**Defence Costs**" means reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defence and appeal of a **Claim** against the **Insureds**, but excluding compensation of **Individual Insureds**. **Defence Costs** shall not include any fees, costs or expenses incurred prior to the time that a **Claim** is first made against an **Insured**.

(g) "**Discovery Period**" means the **Discovery Period** as that term is defined in each **Coverage Section**.

- (h) "**Domestic Partner**" means any natural person qualifying as a domestic partner or spouse under: (i) the provisions of any applicable Canadian provincial or territorial legislation governing the division of matrimonial assets in circumstances where no ceremony of marriage has occurred; or (2) the provisions of any applicable federal, state or local law in any jurisdiction other than Canada; or (3) under the provisions of any formal program established by the **Named Organization** or any **Subsidiary**.
- (i) "**Employee(s)**" means an Employee as that term is defined within each **Coverage Section**.
- (j) "**Financial Insolvency**" means: (1) entering into proceedings in bankruptcy; (2) becoming a debtor in possession; or (3) the taking of control, the supervision of or the managing or liquidation of the financial affairs of an entity by a receiver, conservator, liquidator, trustee, rehabilitator or similar official.
- (k) "**Indemnifiable Loss**" means **Loss** for which the **Organization** has indemnified or is permitted or required to indemnify any **Individual Insureds**.
- (l) "**Individual Insured(s)**" means an **Individual Insured**, as that term is defined within each **Coverage Section**.
- (m) "**Insurer**" means the entity listed in Item 8 of the Declarations.
- (n) "**Insured(s)**" means an **Insured**, as that term is defined within each **Coverage Section**.
- (o) "**Loss**" means **Loss**, as that term is defined within each **Coverage Section**.
- (p) "**Named Organization**" means the **Organization** designated in Item 1 of the Declarations.
- (q) "**Non-Indemnifiable Loss**" means **Loss** for which an **Organization** has neither indemnified nor is permitted or required to indemnify an **Individual Insured**.
- (r) "**Organization**" means: (1) the **Named Organization**; (2) any **Subsidiary** thereof; and (3) any **Affiliate** thereof listed by endorsement to this policy, but solely with respect to the **Coverage Sections** indicated on such endorsement.
- (s) "**Outside Entity**" means any (1) not-for-profit organization; or (2) other entity listed as an "Outside Entity" in an endorsement attached to this policy.
- (t) "**Outside Entity Executive**" means any director, trustee, trustee emeritus or governor (or equivalent position) of the **Organization** who is or was acting at the specific request or direction of the **Organization** as a director, trustee, trustee emeritus or governor of an **Outside Entity**. It is understood and agreed that, in the event of a disagreement between the **Organization** and an individual as to whether such individual was acting "at the specific request or direction of the **Organization**," this policy shall abide by the determination of the **Organization** on this issue and such determination shall be made by written notice to the **Insurer** within ninety (90) days after the **Claim** is first reported to the **Insurer** pursuant to the terms of the policy. In the event no determination is made within such period, this policy shall apply as if the **Organization** determined that such **Individual Insured** was not acting at the **Organization's** specific request or direction.
- (u) "**Plan**" means **Plan**, as that term is defined within the FLI Coverage Section.
- (v) "**Policy Aggregate Limit of Liability**" means the **Policy Aggregate Limit of Liability** stated in Item 7(a) of the Declarations.
- (w) "**Policy Period**" means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancellation of this policy.
- (x) "**Pollutants**" means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapour, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- (y) "**Property Damage**" means damage to, or destruction of tangible or intangible property,

including the loss of use thereof, or the loss of use of tangible or intangible property which has not been damaged or destroyed.

- (z) "**Related Wrongful Act**" means a **Wrongful Act** which is the same, related or continuous, or **Wrongful Act** which arises from a common nucleus of facts. **Claims** can allege **Related Wrongful Acts** regardless of whether such **Claims** involve the same or different claimants, **Insureds** or legal causes of action.
- (aa) "**Retaliation**" means a retaliatory act of an **Insured** alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an **Employee** to a superior or to any governmental agency of any act by an **Insured** which is alleged to be a violation of any federal, provincial, territorial, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an **Employee** of any right that such **Employee** has under law, including rights under worker's compensation laws, the Canada Labour Code, R.S.C. 1985, c. L-2, the Canadian Human Rights Act, R.S.C. 1985, c. H-6, the Employment Equity Act, R.S.C. 1985, c. 23 (2nd supp.) or any law relating to employee rights; or (4) Employee strikes.
- (bb) "**Separate Limit of Liability**" means each **Separate Limit of Liability**, if any, stated in Item 3 of the Declarations.
- (cc) "**Shared Limit of Liability**" means each **Shared Limit of Liability**, if any, stated in Item 3 of the Declarations, which limit of liability shall be shared between all of the **Coverage Sections** which are listed below such **Shared Limit of Liability** in the Declarations.
- (dd) "**Subsidiary**" means:

With respect to all **Coverage Sections** (other than the Crime Coverage Section):

- (i) any organization of which, on or before the inception date of the **Policy Period**, the **Organization** owns more than fifty percent (50%) of the voting interest, either directly, or indirectly through one or more of its **Subsidiaries**, or has, on or before the inception of the **Policy Period**, the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its **Subsidiaries**;
- (ii) automatically any not-for-profit organization which becomes a **Subsidiary** during the **Policy Period** and of which the book value of such entity's assets determined in accordance with Generally Accepted Accounting Principles ("GAAP") totals less than 30% of the similarly calculated assets of the **Named Organization** as of the inception date of the **Policy Period**; or
- (iii) any for-profit organization which becomes a **Subsidiary** during the **Policy Period** and of which the book value of such entity's assets determined in accordance with "GAAP" totals less than 20% of the similarly calculated assets of the **Named Organization** as of the inception date of the **Policy Period**.

With regard to subparagraphs (ii) and (iii) above, the **Named Organization** shall provide the **Insurer** with full particulars of the **Subsidiary** before the end of the **Policy Period**.

Any organization which becomes a **Subsidiary** during the **Policy Period**, but which exceeds the asset limitations stated in subparagraphs (ii) or (iii) above, shall be provided coverage under this policy, but only upon the condition that within 90 days after the date of its becoming a **Subsidiary**, the **Named Organization** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium or amendment of the provisions of this policy required by the **Insurer** relating to such new **Subsidiary**. Further, the coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Named Organization** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

An organization becomes a **Subsidiary** when the **Named Organization** owns more than fifty percent (50%) of the voting interest, either directly, or indirectly through one or more of its **Subsidiaries**, or has, on or before the inception date of the **Policy Period**, the right



to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its **Subsidiaries**.

In all events, such coverage as is afforded under this policy with respect to a **Claim** made against any **Subsidiary**, or any **Individual Insured** of a **Subsidiary**, shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

(ee) "**Wrongful Act**" means a **Wrongful Act**, as that term is defined within each **Coverage Section**.

### 3. EXTENSIONS

Subject otherwise to the terms hereof, this policy shall cover **Loss** arising from any **Claims** made against (i) the estates, heirs or legal representatives of deceased **Individual Insureds**, and the legal representatives of **Individual Insureds** in the event of an **Individual Insured's** incompetency, insolvency or bankruptcy, who were **Individual Insureds** at the time the **Wrongful Acts** upon which such **Claims** are based were committed; and (ii) the lawful spouse or **Domestic Partner** of an **Individual Insured** for all **Claims** arising solely out of his or her status as the spouse or **Domestic Partner** of an **Individual Insured**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Individual Insured** and the spouse or **Domestic Partner** or property transferred from the **Individual Insured** to the spouse or **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Individual Insured**, subject to the policy's terms, conditions and exclusions.

### 4. EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against an **Insured**:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which any final adjudication establishes the **Insured** was not legally entitled;
- (b) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or **Related Wrongful Act** alleged or contained in any **Claim** which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (c) alleging, arising out of, based upon or attributable to, as of the **Continuity Date**, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation; or the alleging of any **Wrongful Act** which is the same or a **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;
- (d) alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly, **Bodily Injury** or **Property Damage**; provided, however, that with respect to the FLI Coverage Section only, this exclusion shall not apply to **Defence Costs** incurred in the defence of a **Claim** alleging a **Breach of Fiduciary Duty**;
- (e) alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly:
  - (1) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or
  - (2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**,including, but not limited to, a **Claim** alleging damage to the **Organization** or its members;

(f) for violation(s) of any of the responsibilities, obligations or duties imposed by the *Pension Benefits Standards Act*, R.S.C. 1985, c. 32, the Ontario *Pension Benefits Act*, R.S.O., c. P.8 (or any equivalent provincial or territorial legislation), the Ontario *Employment Standards Act*, 2000 S.O. 2000, c. 41 (or any equivalent provincial or territorial legislation), the *Canada Labour Code*, R.S.C. 1985, c. L.2 (or any equivalent provincial or territorial legislation), the *Labour Adjustments Benefits Act*, R.S. 1995, c.L-1 (or any equivalent provincial or territorial legislation), the *Labor Relations Act* 1995 S.O. 1995, Sched. A (or any equivalent provincial or territorial legislation), the *Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1 (or any equivalent provincial or territorial legislation), the *Employee Retirement Income Security Act of 1974*, the *Fair Labor Standards Act*, the *National Labor Relations Act*, the *Worker Adjustment and Retraining Notification Act*, the *Consolidated Omnibus Budget Reconciliation Act*, the *Occupational Safety and Health Act*, or any violation of any federal, provincial, territorial, state, municipal or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto; provided, however, that:

(1) with respect to the EPL Coverage Section only, this exclusion shall not apply to

(i) the *Employment Equity Act*, R.S. 1995, c. 44;

(ii) the *Pay Equity Act*, R.S.O. 1990, c. P.7, section 42 of the *Employment Standards Act* 2000, S.O. 2000, c. 41, or any equivalent provincial or territorial legislation to the foregoing statutes;

or

(iii) the *Equal Pay Act*; or

(iv) Loss arising from a Claim for Retaliation;

(2) with respect to the FLI Coverage Section only, this exclusion shall not apply to a **Claim** arising out of a violation of **Employee Benefit Law**;

(g) alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly, the refusal, failure or inability of any **Insured(s)** to pay wages or overtime pay for services rendered (hereinafter, "Earned Wages") (as opposed to tort-based back pay or front pay damages) or for improper payroll deductions taken by any **Insured(s)** from any **Employee(s)** or purported **Employee(s)**, including, but not limited to, (i) any unfair business practice claim alleged because of the failure to pay Earned Wages, or (ii) any **Claim** seeking Earned Wages because any **Employee(s)** or purported **Employee(s)** was improperly classified or mislabelled as "exempt";

(h) alleging, arising out of, based upon or attributable to any obligation pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, employment insurance, retirement benefits, social security benefits or similar benefits; provided, however, that this exclusion shall not apply:

(1) with respect to the EPL Coverage Section only, to **Loss** arising from a **Claim** for **Retaliation**; or

(2) to the extent coverage is afforded pursuant to FLI Coverage Section only;

For the purpose of determining the applicability of the Exclusions 4(a), 4(d), 4(e), 4(f), 4(g) and 4(h) above: (1) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any other **Individual Insured**; and (2) only facts pertaining to and knowledge possessed by any past, present or future chairman of the board, president, chief executive officer, chief operating officer, chief financial officer (or equivalent positions) of the **Organization** shall be imputed to the **Organization**.

This Clause 4. **EXCLUSIONS** shall not be applicable to **Crisis Management Loss** (as such term is defined in the D&O Coverage Section).

## 5. LIMIT OF LIABILITY

(a) With respect to all **Coverage Sections**, other than the Crime Coverage, the following shall apply:

## **POLICY AGGREGATE LIMIT OF LIABILITY (FOR ALL LOSS UNDER THIS POLICY COMBINED - INCLUDING DEFENSE COSTS)**

The **Policy Aggregate Limit of Liability** stated in Item 7(a) of the Declarations is the maximum limit of the **Insurer's** liability for all **Loss** under all **Coverage Sections** combined, arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable); however, the **Policy Aggregate Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** for the **Policy Period**. Further, a **Claim** which is made subsequent to the **Policy Period** or **Discovery Period** (if applicable), which pursuant to Clause 7(b) or 7(c) is considered made during the **Policy Period** or **Discovery Period**, shall also be subject to the **Policy Aggregate Limit of Liability** stated in Item 7(a) of the Declarations and subject to the applicable **Separate Limit of Liability**, if any.

If **Separate Limits of Liability** are stated in Item 3 of the Declarations, then each such **Separate Limit of Liability** shall be the maximum limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable) with respect to the applicable **Coverage Section** as stated on the Declarations; provided, however, the **Separate Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Separate Limit of Liability** for the **Policy Period**. The **Separate Limits of Liability** shall be part of and not in addition to the **Policy Aggregate Limit of Liability** for all **Loss** under this policy as stated in Item 7(a) of the Declarations and shall in no way serve to increase the **Insurer's Limit of Liability** as therein stated.

If **Shared Limits of Liability** are stated in Item 3 of the Declarations, then each such **Shared Limit of Liability** shall be the maximum limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable) with respect to all **Coverage Sections** for which such **Shared Limit of Liability** is applicable, as indicated on the Declarations; provided, however, with respect to all **Coverage Sections** that have a **Shared Limit of Liability**, the **Shared Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Shared Limit of Liability** for the **Policy Period**. Any **Shared Limit of Liability** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** for all **Loss** under this policy as stated in Item 7(a) of the Declarations and shall in no way serve to increase the **Policy Aggregate Limit of Liability** as therein stated.

**Defence Costs** are not payable by the **Insurer** in addition to the **Policy Aggregate Limit of Liability** or any **Separate Limit of Liability** or **Shared Limit of Liability**. **Defence Costs** are part of **Loss** and as such are subject to the **Policy Aggregate Limit of Liability** for **Loss** and any applicable **Separate Limit of Liability** or **Shared Limit of Liability**. Amounts incurred for **Defence Costs** shall be applied against the **Retention amount**.

- (b) Solely with respect to the Crime Coverage Section, the following shall apply:

The most the **Insurer** will pay for loss in any one **Occurrence**, as defined within the Crime Coverage Section, is the applicable **Per Occurrence Limit of Liability** shown in Item 5 of the Declarations.

## **6. RETENTION/DEDUCTIBLE CLAUSE**

- (a) With respect to all **Coverage Sections** other than the Crime Coverage Section, the following shall apply:

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable **Retention amount** stated in Item 3 of the Declarations, such **Retention amount** to be borne by the **Organization** and/or the **Insureds** and shall remain uninsured, with regard to: (i) all **Indemnifiable Loss**; and (ii) **Loss** of the **Organization**. A single **Retention amount** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Related Wrongful Acts**. In the event a **Claim** triggers more than one amount stated in Item 3 of the Declarations, only the highest such amount shall apply,

which amount shall apply to all **Loss** under such **Claim**.

Notwithstanding the foregoing, with respect to any **Crisis Management Event** (as defined in the D&O Coverage Section), the **Insurer** shall only be liable for the amount of **Crisis Management Loss** (as defined in the D&O Coverage Section) arising from a **Crisis Management Event** (as defined in the D&O Coverage Section) which is in excess of the applicable Retention stated in Item 3 of the Declarations, such Retention amount to be borne by the **Organization** and shall remain uninsured, with regard to all **Crisis Management Loss** (as defined in the D&O Coverage Section).

In the event an **Organization** refuses to pay an applicable Retention due to **Financial Insolvency**, then the **Insurer** shall commence advancing **Loss** within the Retention, subject to the other terms, conditions and exclusions of this policy, provided that (i) the **Insurer** shall be entitled to recover the amount of **Loss** advanced within the Retention from the **Organization** pursuant to Clause 10. SUBROGATION, of this General Terms and Conditions; and (ii) the **Organization** hereby agrees to indemnify the **Insureds** to the fullest extent permitted by law taking all steps necessary in furtherance thereto, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract. The **Named Organization** and all **Subsidiaries** and **Affiliates** will be conclusively deemed to have indemnified the **Individual Insureds** to the extent that the **Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Organization**.

(b) Solely with respect to the Crime Coverage Section, the following shall apply:

The **Insurer** will not pay for loss in any one **Occurrence**, as defined within the Crime Coverage Section, unless the amount of loss exceeds the applicable Deductible Amount shown in Item 5 of the Declarations. The **Insurer** will then pay the amount of loss in excess of the Deductible Amount, up to the applicable **Per Occurrence Limit of Liability**. In the event more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

## 7. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the **Insurer** set forth in Item 8 of the Declarations at the address indicated in item 8 of the Declarations. Notice shall include and reference this Policy Number as indicated in the Declarations. If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

1. With respect to all **Coverage Sections**, other than the Crime Coverage Section, the following shall apply:

(a) The **Insureds** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice to the **Insurer** of any **Claim** made against an **Insured** or any **Crisis Management Event** (as defined in the D&O Coverage Section) as soon as practicable and either:

(1) anytime during the **Policy Period** or during the **Discovery Period** (if applicable);  
or

(2) within 30 days after the end of the **Policy Period** or the **Discovery Period** (if applicable), as long as such **Claim** is reported no later than 30 days after the date such **Claim** was first made against an **Insured**.

(b) If written notice of a **Claim** has been given to the **Insurer** pursuant to Clause 7(a) above, then any **Claim** which is subsequently made against the **Insureds** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which such notice has been given, or alleging any **Wrongful Act** which is the same as or is a **Related Wrongful Act** to that alleged in the **Claim** of which such notice has been given, shall be considered made at the time such notice was given.

(c) If during the **Policy Period** or during the **Discovery Period** (if applicable) the **Insureds** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against the **Insureds** and shall give written notice to the **Insurer** of the circumstances and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then any **Claim** which is subsequently made against the **Insureds** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Wrongful Act** which is the same as or is a **Related Wrongful Act** to that alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.

2. Solely with respect to the Crime Coverage Section, the following shall apply:

(a) Duties in The Event of Loss:

After any **Insured** discovers a loss or a situation that may result in loss of or damages to **Money, Securities or Other Property**, the **Insured** must:

(1) Notify the **Insurer** as soon as possible, but no later than 60 days after discovery of a loss or a situation that may result in loss of or damages to **Money, Securities or Other Property**. If the **Insured** has reason to believe that any loss (except for loss covered under Insuring Agreements A or B of the Crime Coverage Section) involves a violation of law, the **Insured** must also notify the local law enforcement authorities.

(2) Submit to an examination under oath at the **Insurer's** request and provide the **Insurer** with a signed statement of the **Insured's** answers.

(3) Give the **Insurer** a detailed, sworn proof of loss within 120 days of the discovery of a loss or a situation that may result in loss of or damages to **Money, Securities or Other Property**, provided, however, that such proof of loss shall not be required solely in the event the **Insured** elects to have an independent Investigative Specialist investigate the facts and determine the quantum of loss pursuant to Clause 4.A.4 of the Crime Coverage Section and such report is issued pursuant to the terms and conditions of that Clause.

(4) Cooperate with the **Insurer** in the investigation and settlement of any loss.

## 8. CANCELLATION CLAUSE

This policy may be cancelled by the **Named Organization** at any time only by mailing written prior notice to the **Insurer** or by surrender of this policy to the **Insurer** or its authorized agent. If this policy is cancelled by the **Named Organization**, the **Insurer** shall retain the customary short rate proportion of the premium herein.

This policy may be cancelled by or on the behalf of the **Insurer** only in the event of non-payment of premium by the **Named Organization**. In the event of non-payment of premium by the **Named Organization**, the **Insurer** may cancel this policy by delivering to the **Named Organization** or by mailing to the **Named Organization**, by registered, certified or other first class mail, at the **Named Organization's** address as shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The **Policy Period** terminates at the date and hour specified in such notice, or at the date and time of surrender. The **Insurer** shall have the right to the premium amount for the portion of the **Policy Period** during which the policy was in effect.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

## 9. CHANGE IN CONTROL OF NAMED ORGANIZATION

With respect to all **Coverage Sections**, other than the Crime Coverage Section, the following shall apply:

If during the **Policy Period**:

- a. the **Named Organization** shall consolidate with or merge into, or sell all or substantially all of its assets to, any other person or entity, or group of persons or entities acting in concert;
  - b. any person or entity, or group of persons or entities, acting in concert shall acquire an amount of the voting interest representing more than fifty percent (50%) of the voting power for the election or appointment of directors, trustees or members of the board of managers of the **Named Organization**, or acquires the voting rights of such an amount of such interest; or
  - c. the **Named Organization** shall change from not-for-profit to for-profit status,
- (any of the above events herein referred to as the "**Transaction**")

then this policy shall continue in full force and effect as to **Wrongful Acts** occurring prior to the effective time of the **Transaction**, but there shall be no coverage afforded by any provision of this policy for any actual or alleged **Wrongful Act** occurring after the effective time of the **Transaction**. This policy may not be cancelled after the effective time of the **Transaction** and the entire premium for this policy shall be deemed earned as of such time. The **Named Organization** shall also have the right to an offer by the Insurer of a **Discovery Period** described in the Clause in each applicable **Coverage Section** entitled "Discovery Clause."

The **Named Organization** shall give the **Insurer** written notice of the **Transaction** as soon as practicable, but not later than thirty (30) days after the effective date of the **Transaction**.

## 10. SUBROGATION

With respect to all **Coverage Sections**, other than the Crime Coverage Section, the following paragraph shall apply:

In the event of any payment under this policy, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insureds**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Individual Insured** under this policy unless such **Individual Insured** has been convicted of a criminal act, or been determined by a final adjudication to have committed a dishonest or fraudulent act or to have obtained any profit or advantage to which such **Individual Insured** was not legally entitled.

Solely with respect to the FLI Coverage Section, in the event this policy has been purchased by an **Insured** other than a **Plan**, the **Insurer** shall have no right of recourse against an **Insured**. Notwithstanding the foregoing, the **Insurer** shall have a right of recourse against an **Insured** arising out of a **Claim** by an **Insured** against another **Insured** unless such **Claim** is instigated and continued totally independent of, and totally without the solicitation of, assistance of or active participation by the **Insured** claimed against.

## 11. OTHER INSURANCE AND INDEMNIFICATION

Solely with respect to the EPL Coverage Section, unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by the EPL Coverage Section shall be primary.

With respect to all **Coverage Sections** other than the EPL Coverage Section, such insurance as is provided by this policy shall apply only as excess over any valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the **Policy Aggregate Limit of Liability** provided by this policy. This policy shall be specifically excess of any other policy pursuant to which any other insurer has a duty to defend a **Claim** for which this policy may be obligated to pay **Loss**.

In the event of a **Claim** against an **Insured** arising out of his or her service as an **Outside Entity Executive**, or a **Claim** against an **Insured** for the **Insured's** liability with respect to a leased **Employee** as described in the definition of "**Employee**" in the D&O Coverage Section or the EPL Coverage Section, as applicable, coverage as is afforded by the D&O Coverage Section and the EPL Coverage Section shall be specifically excess of indemnification provided by such **Outside Entity** or such leasing company and any insurance provided to such **Outside Entity** or such leasing company.

Further, in the event other insurance is provided to an **Outside Entity** or leasing company referenced in the above paragraph, or is provided under any pension trust or employee benefit plan fiduciary liability insurance policy, and such other insurance is provided by the **Insurer** or any member company of AIG Property Casualty, Inc. (AIG) (or would be provided but for the application of the retention amount, exhaustion of the **Limit of Liability** or failure to submit a notice of a **Claim**), then the **Insurer's** maximum aggregate **Limit of Liability** for all **Loss** combined in connection with a **Claim** covered, in part or in whole, by this policy and such other insurance policy issued by AIG, shall not exceed the greater of the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or applicable **Shared Limit of Liability** of this policy or the limit of liability of such other AIG insurance policy.

## 12. NOTICE AND AUTHORITY

It is agreed that the **Named Organization** shall act on behalf of the **Subsidiaries** and all **Insureds** with respect to the giving of notice of **Claim** or giving and receiving notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy, the exercising or declining to tender the defence of a **Claim** to the **Insurer** and the exercising or declining of any right to a **Discovery Period**.

## 13. ASSIGNMENT

This policy and any and all rights hereunder are not assignable without the written consent of the **Insurer**, which shall be in the sole and absolute discretion of the **Insurer**.

## 14. ACTION AGAINST INSURER

With respect to all **Coverage Sections**, other than the Crime Coverage, the following shall apply:

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial or by written agreement of the **Insureds**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the **Insurer** as a party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives. Bankruptcy or insolvency of the **Insureds** or of their estates shall not relieve the **Insurer** of any of its obligations hereunder.

## 15. REPRESENTATIONS AND SEVERABILITY

Solely with respect to the D&O Coverage Section and the EPL Coverage Section, the following shall apply:

In granting coverage under this policy, it is agreed that the **Insurer** has relied upon the statements, warranties and representations contained in the application for this policy (including materials submitted thereto and, if this is a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete. All such statements, warranties and representations are the basis for this policy, are material to

the risk assumed by the Insurer and are to be considered as incorporated into this policy.

The **Insureds** agree that in the event that such statements, warranties and representations are not accurate and complete, then the coverage provided by this policy shall be deemed void *ab initio* solely with respect to any of the following **Insureds**:

- (1) solely with respect to Loss other than **Non-Indemnifiable Loss**, any **Individual Insured** who knew as of the inception date of the **Policy Period** the facts that were not accurately and completely disclosed in the application;
- (2) with respect to the D&O Coverage Section only, any **Organization**, under Clause 1. Insuring Agreements, **COVERAGE B**, to the extent it indemnifies any **Individual Insured** referenced in subparagraph (1) above;
- (3) with respect to the D&O Coverage Section only, any **Organization**, under Clause 1. Insuring Agreement, **COVERAGE C**, if any past or present chief executive officer, chief operating officer or chief financial officer (or any equivalent position) of an **Organization** knew, as of the inception date of the **Policy Period**, the facts that were not accurately and completely disclosed in the application;
- (4) with respect to the EPL Coverage Section only, any **Organization**, to the extent it indemnifies any **Individual Insured** referenced in subparagraph (1) above; and
- (5) with respect to the EPL Coverage Section only, any **Organization**, if any past or present chief executive officer, chief operating officer, chief financial officer or director of human resources (or any equivalent position) of an **Organization** knew, as of the inception date of the **Policy Period**, the facts that were not accurately and completely disclosed in the application,

whether or not such **Individual Insured** knew that such facts were not accurately and completely disclosed in the application.

Except as provided in (1) through (5) above, no **Individual Insured's** knowledge shall be imputed to any other **Insured**.

Solely with respect to any **Non-Indemnifiable Loss** of any **Individual Insured**, under no circumstances shall the coverage provided by this policy be deemed void, whether by rescission or otherwise, but such coverage will be subject to all other terms, conditions and exclusions of the policy.

## 16. TERRITORY

- (a) With respect to all Coverage Sections (other than the Crime Coverage Section), the following shall apply:

### WORLDWIDE TERRITORY

Where legally permissible, this policy shall apply to Claims for Wrongful Acts made against an Insured anywhere in the world.

- (b) Solely with respect to the Crime Coverage Section, the following shall apply:

### TERRITORY

This policy covers acts committed or events occurring within Canada and the United States of America (including its territories and possessions) and Puerto Rico.

## 17. SERVICE OF SUIT

It is agreed that in the event of failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within Canada. Nothing in this Clause 17 constitutes, or should be understood to constitute, a waiver of the Insurer's rights to commence an action in any court of competent jurisdiction in Canada, to remove an action to a Canadian Superior Court, or to seek a transfer of a case to another court as permitted by the laws of Canada. It is further agreed that service of process in such suit may be made upon "Claims Department",



AIG Insurance Company of Canada, 120 Bremner Boulevard Suite 2200 Toronto, ON M5J - OA8, and that in any suit instituted against the Insurer upon this contract, the Insurer will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any province or territory of Canada which makes provision therefore, the Insurer hereby designates the Provincial Superintendent of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named Claims Department as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **18. HEADINGS**

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

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

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy.



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**President and Chief Executive Officer  
AIG Insurance Company of Canada**

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.



**AIG Insurance Company of Canada**  
(herein called the **Insurer**)

**Not- For- Profit Risk Protector®**  
**Directors, Officers And Not- For- Profit Organization Liability**  
**Coverage Section One**  
**("D&O Coverage Section")**

**Notice: Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to this Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section.**

In consideration of the payment of the premium, and in reliance upon the statements made to the **Insurer** by application, including its attachments and the material incorporated therein, which form a part of this policy, the **Insurer** agrees as follows:

**1. INSURING AGREEMENTS**

**COVERAGE A: INDIVIDUAL INSURED INSURANCE**

This policy shall pay on behalf of each and every **Individual Insured Loss** arising from a **Claim** first made against such **Individual Insured** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy for any actual or alleged **Wrongful Act** of such **Individual Insured**, except when and to the extent that the **Organization** has indemnified the **Individual Insured**. The **Insurer** shall, in accordance with and subject to Clause 5 of this **Coverage Section**, advance **Defence Costs** of such **Claim** prior to its final disposition.

**COVERAGE B: ORGANIZATION INDEMNIFICATION REIMBURSEMENT INSURANCE**

This policy shall pay on behalf of the **Organization Loss** arising from a **Claim** first made against an **Individual Insured** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy for any actual or alleged **Wrongful Act** of such **Individual Insured**, but only when and to the extent that the **Organization** has indemnified such **Individual Insured** for such **Loss** pursuant to law, common or statutory, or contract, or the Charter or By-laws of the **Organization** duly effective under such law which determines and defines such rights of indemnity. The **Insurer** shall, in accordance with and subject to Clause 5 of this **Coverage Section**, advance **Defence Costs** of such **Claim** prior to its final disposition.

**COVERAGE C: ORGANIZATION ENTITY COVERAGE**

This policy shall pay on behalf of the **Organization Loss** arising from a **Claim** first made against the **Organization** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy for any actual or alleged **Wrongful Act** of the **Organization**. The **Insurer** shall, in accordance with and subject to Clause 5 of this **Coverage Section**, advance **Defence Costs** of such **Claim** prior to its final disposition.

**COVERAGE D: CRISISFUND® INSURANCE**

This policy shall pay the **Crisis Management Loss** of an **Organization** solely with respect to a **Crisis Management Event** occurring during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy, up to the amount of the **Crisis Management Fund**; provided that payment of any **Crisis Management Loss** under this policy shall not waive any of the **Insurer's** rights under this policy or at law. Coverage D shall apply regardless of whether a **Claim** is ever made against an **Insured** arising from such **Crisis Management Event** and, in the case where a **Claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the

**Claim.**

## **DEFENSE PROVISIONS**

The **Insurer** does not assume any duty to defend; provided, however, the **Named Organization** may at its sole option, and in accordance with Clause 5 of this **Coverage Section**, tender to the **Insurer** the defence of a **Claim** for which coverage is provided by this policy. Regardless of whether the defence is so tendered, the **Insurer** shall advance **Defence Costs** (excess of the Retention amount) of such **Claim** prior to its final disposition. Selection of counsel to defend a **Claim** shall be made in accordance with Clause 6 of this Coverage Section.

## **2. DEFINITIONS**

(a) "**Claim**" means:

- (1) a written demand for monetary, non-monetary or injunctive relief (including any request to toll or waive any statute of limitations); or
- (2) a civil, criminal, regulatory or administrative proceeding for monetary, non-monetary or injunctive relief which is commenced by:
  - (i) service of a complaint or similar pleading;
  - (ii) return of an indictment, information or similar document (in the case of a criminal proceeding); or
  - (iii) receipt or filing of a notice of charges.

(b) "**Crisis Management Event**" means **Crisis Management Event**, as that term is defined in Appendix B attached to this policy.

(c) "**Crisis Management Fund**" means the dollar amount set forth in Item 7(b) of the Declarations.

(d) "**Crisis Management Loss**" means **Crisis Management Loss**, as that term is defined in Appendix B attached to this policy.

(e) "**Crisis Management Services**" means **Crisis Management Services**, as that term is defined in Appendix B attached to this policy.

(f) "**Employee(s)**" means any past, present or future employee of the **Organization**, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any full-time, part-time, seasonal and temporary employee or volunteer of the **Organization** in his or her capacity as such. An individual who is leased to the **Organization** shall also be an **Employee**, but only if the **Organization** provides indemnification to such leased individual in the same manner as is provided to the **Organization's** employees. Any other individual who is contracted to perform work for the **Organization**, or who is an independent contractor for the **Organization** shall also be an **Employee**, but only if the **Organization** provides or is required to provide indemnification to such individual in the same manner as provided to the **Organization's** employees, pursuant to a written contract.

(g) "**Individual Insured(s)**" means a past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, committee member (of a duly constituted committee of the **Organization**), staff or faculty member (salaried or non-salaried), or **Employee** of the **Organization**, or **Outside Entity Executive**. Coverage will automatically apply to all new persons who become **Individual Insureds** after the inception date of this policy.

(h) "**Insured(s)**" means the **Organization** and all **Individual Insureds**.

(i) "**Loss**" means damages, judgments, settlements, pre- and post-judgment interest, **Defence Costs** and **Crisis Management Loss**; however, **Loss** shall not include: (1) any amount for which the **Insureds** are not financially liable or which are without legal recourse to the **Insureds**; (2) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed; (3) civil or criminal fines or penalties; (4) taxes or tax penalties (whether imposed by federal, provincial, territorial, state, local or

other governmental authority);

Subject to the other terms, conditions and exclusions of this policy, **Loss** shall include **Defence Costs** for items specifically excluded from **Loss** pursuant to subparagraphs (1)-(4), including, without limitation, **Defence Costs** incurred in connection with a **Claim** seeking an assessment of taxes, initial taxes, additional taxes, tax deficiencies, excise taxes or penalties pursuant to the following sections:

1. The Income Tax Act, R.S.C. 1985, c.1, as revised:

Section 149(Division H - Exemptions);  
Section 245 (2) and 245(4) (General Anti-Avoidance Rule);  
Section 246(1) (Benefit conferred on a person) and Section 246(2) Arm's length);  
Section 256(2.1) (Anti-avoidance);  
Section 247 (Transfer Pricing);  
Section 69(1) (Inadequate Considerations);  
Section 162(1) (failure to file return);  
Section 163.1 (deficient installments of tax); and

2. The Internal Revenue Code of 1986 (as amended):

Section 4911 (tax on excess expenditures to influence legislation);  
Section 4940 (a) (tax on net investment income of tax-exempt foundations);  
Section 4941 (taxes on self-dealing);  
Section 4942 (taxes on failure to distribute income);  
Section 4943 (taxes on excess business holding);  
Section 4944 (taxes on investments which jeopardize charitable purpose);  
Section 4945 (taxes on taxable expenditures);  
Section 6652 (c) (1) (A) and (B) (penalties for failure to file certain information returns or registration statements);  
Section 6655 (a) (1) (penalties for failure to pay estimated income tax); and  
Section 6656 (a) and (b) (penalties for failure to make deposit of taxes).

**Loss** shall also include any "**Excess Benefits**" penalty assessed in the amount of 10% by the Internal Revenue Service ("IRS") against any **Insured(s)** for management's involvement in the award of an "**Excess Benefit**" and the **Defence Costs** attributable thereto. **Loss** shall specifically exclude: (1) any 25% penalty assessed by the IRS against an **Insured** deemed to have received an **Excess Benefit**; (2) **Defence Costs** incurred to defend any **Insured** if it has been in fact determined that such individual received an **Excess Benefit**; and (3) any 200% penalty assessed by the IRS for failure to correct the award of an **Excess Benefit**. The term "**Excess Benefits**" means an excess benefit as defined in the Taxpayer Bill of Rights Act, 2, 26 U.S.C. 4958.

**Loss** shall also specifically include (subject to this policy's other terms, conditions and limitations, including but not limited to Exclusion (a) of this **Coverage Section** and Exclusion (a) of the General Terms and Conditions) punitive, exemplary and multiple damages. Enforceability of this paragraph shall be governed by such applicable law that most favours coverage for such punitive, exemplary and multiple damages. For purposes of such coverage, "applicable law" includes, but is not limited to, the following jurisdictions: (a) where the **Wrongful Act** actually or allegedly took place; (b) where the damages are awarded; (c) where the **Named Organization** resides, is incorporated or has its principal place of business; and (d) where the **Insurer** is incorporated or has its principal place of business.

- (j) "**Material Effect**" means **Material Effect**, as that term is defined in Appendix B attached to this policy.
- (k) "**Settlement Opportunity**" means an **Insurer** recommended settlement that is within the **Policy Aggregate Limit of Liability, Separate Limit of Liability or Shared Limit of Liability**, if any, and that is acceptable to the claimant.
- (l) "**Wrongful Act**" means:

- (1) with respect to **Individual Insureds**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such **Insureds** in his/her respective capacities as such, or any matter claimed against such **Individual Insured** solely by reason of his/her status as an **Individual Insured** of the **Organization**;
- (2) with respect to the **Organization** under Coverage C, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by or on behalf of the **Organization**;
- (3) with respect to **Outside Entity Executives**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such **Outside Entity Executive** in his or her capacity as such or any matter claimed against such **Outside Entity Executive** solely by reason of his or her status as such;
- (4) with respect to both the **Individual Insureds** and the **Organization** and subject to subparagraphs (1), (2) and (3) above, "**Wrongful Act**" shall specifically include:
  - (a) violation of the Sherman Antitrust Act or similar federal, provincial, territorial, state or local statutes or rules;
  - (b) libel, slander, defamation or publication or utterance in violation of an individual's right of privacy;
  - (c) wrongful entry or eviction or other invasion of the right of occupancy;
  - (d) false arrest or wrongful detention;
  - (e) plagiarism; and
  - (f) infringement of copyright or trademark or unauthorized use of title.

### 3. EXCLUSIONS

In addition to the exclusions set forth in Clause 4 of the General Terms and Conditions, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- (a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any final adjudication establishes that such criminal or deliberate fraudulent act was committed;

[The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of this exclusion.]

- (b) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in his/her capacity as a director, officer, trustee, trustee emeritus, governor or **Employee** (or equivalent position) of any entity that is not the **Organization** or an **Outside Entity**, or by reason of his/her status as a director, trustee, trustee emeritus, governor or **Employee** (or equivalent position) of such other entity;
- (c) which is brought by or on behalf of the **Organization** against any **Individual Insured**; provided however, this exclusion shall not apply to any derivative **Claim** made on behalf of the **Organization** by a member, an attorney general or any other such representative party if such action is brought and maintained independently of and without the solicitation of or assistance of, or active participation of or intervention of any **Individual Insured** or the **Organization** or any **Affiliate** thereof;
- (d) for any **Wrongful Act** arising out of an **Individual Insured** serving as an **Outside Entity Executive**, if such **Claim** is brought by the **Outside Entity** or by any director, officer, trustee, trustee emeritus or governor thereof;
- (e) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of an **Insured** under any express contract or agreement; provided, however, that this exclusion shall not apply to liability which would have attached in the absence of such express contract or agreement;

- (f) alleging, arising out of, or in any way relating to any purchase or sale of securities by the **Named Organization, Subsidiary or Affiliate or Claims** brought by securities holders of the **Organization** in their capacity as such; provided, however, this exclusion shall not apply to the issuance by the **Organization** of tax exempt bond debt or **Claims** brought by tax exempt bond debt holders;
- (g) alleging, arising out of, based upon, or attributable to, directly or indirectly resulting from, in consequence of, or in any way involving employment of any individual or any employment practice (including but not limited to wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim); and
- (h) alleging, arising out of, based upon, or attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged harassment (including sexual harassment, whether "quid pro quo", hostile work environment or otherwise) or unlawful discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, or disability), or the violation of the civil rights of a person relating to such harassment or discrimination, when such acts are alleged to be committed against anyone other than an **Individual Insured** or applicant for employment with the **Organization** or an **Outside Entity**, including, but not limited to, students, patients, members, customers and suppliers.

This Clause 3 shall not be applicable to **Crisis Management Loss**.

#### 4. LIMIT OF LIABILITY

Clause 5 of the General Terms and Conditions is modified to the extent necessary to provide the following:

The maximum limit of the **Insurer's** liability for **Crisis Management Loss** arising from all **Crisis Management Events** combined occurring during the **Policy Period** or the **Discovery Period** (if applicable), in the aggregate, shall be the amount set forth in Item 7(b) of the Declarations as the **Crisis Management Fund**. The **Crisis Management Fund** shall be the aggregate limit of the **Insurer's** liability under this policy for all **Crisis Management Events** regardless of the number of **Crisis Management Events** occurring during the **Policy Period** or the **Discovery Period** (if applicable). The **Crisis Management Fund** shall be part of, and not in addition to, the **Policy Aggregate Limit** of Liability stated in Item 7(a) of the Declarations of this policy or any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to this **Coverage Section** as stated in Item 3 of the Declarations, and will in no way serve to increase the **Insurer's Policy Aggregate Limit of Liability** or any **Separate Limit of Liability** or **Shared Limit of Liability** as stated therein.

#### 5. DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)

The **Insurer** does not assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them.

Notwithstanding the foregoing, the **Insureds** shall have the right to tender the defence of any **Claim** to the **Insurer**, which right shall be exercised in writing by the **Named Organization** on behalf of all **Insureds** to the **Insurer** pursuant to the notice provisions of Clause 7 of the General Terms and Conditions. This right shall terminate if not exercised within thirty (30) days of the date the **Claim** is first made against an **Insured**, pursuant to Clause 7 of the General Terms and Conditions. Further, from the date the **Claim** is first made against the **Insureds** to the date when the **Insurer** accepts the tender of the defence of such **Claim**, the **Insureds** shall take no action, or fail to take any required action, that prejudices the rights of the **Insureds** or the **Insurer** with respect to such **Claim**. Provided that the **Insureds** have complied with the foregoing, the **Insurer** shall be obligated to assume the defence of the **Claim**, even if such **Claim** is groundless, false or fraudulent. The assumption of the defence of the **Claim** shall be effective upon written confirmation thereof sent by the **Insurer** to the **Named Organization**. Once the defence has been so tendered, the **Insured** shall have the right to effectively associate with the **Insurer** in the defence of such **Claim**, including, but not

limited to, negotiating a settlement, subject to the provisions of this Clause 5. However, the **Insurer** shall not be obligated to defend such **Claim** after the **Policy Aggregate Limit of Liability** or **Separate Limit of Liability** or **Shared Limit of Liability**, if any, has been exhausted, or after an **Insured's** rejection of (or failure or refusal to accept within the time prescribed herein) a **Settlement Opportunity**.

When the **Insurer** has not assumed the defence of a **Claim** pursuant to this Clause 5, the **Insurer** shall advance nevertheless, excess of any applicable retention amount and at the written request of the **Insured**, **Defence Costs** prior to the final disposition of a **Claim**. Such advanced payments by the **Insurer** shall be repaid to the **Insurer** by each and every **Insured** or **Organization**, severally according to their respective interests, in the event and to the extent that each and every **Insured** or **Organization** shall not be entitled under the terms and conditions of this policy to payment of such **Loss**.

The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment or incur any **Defence Costs** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Defence Costs** which have been consented to by the **Insurer** shall be recoverable as **Loss** under the terms of this policy. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer**, when it has not assumed the defence of a **Claim** pursuant to this Clause 5, shall be entitled to effectively associate in the defence, the prosecution and the negotiation of any settlement of any **Claim** that involves or appears reasonably likely to involve the **Insurer**; and provided further that in all events the **Insurer** may withhold consent to any settlement, stipulated judgment or **Defence Costs**, or any portion thereof, to the extent such **Loss** is not covered under the terms of this policy.

The **Insurer** shall have the right to fully and effectively associate with each and every **Organization** and **Individual Insured** in the defence of any **Claim** that involves, or appears reasonably likely to involve, the **Insurer**, including but not limited to negotiating a settlement. Each and every **Organization** and **Individual Insured** shall give the **Insurer** full cooperation and such information as it may reasonably require.

In the event the **Insured(s)** consent to a **Settlement Opportunity** within thirty (30) days of the date the **Insureds** are first made aware of the **Settlement Opportunity** (or in the case of a **Settlement Opportunity** which arises from a settlement offer by the claimant, then within the time permitted by the claimant to accept such settlement offer, but in all events no later than thirty (30) days after the settlement offer was made), then the **Organization's** applicable Retention amount shall be retroactively reduced by ten percent (10%) for such **Loss**. It shall be a condition to such reduction that all **Insureds** must consent to such settlement.

However, if a **Settlement Opportunity** arises and the **Insureds** do not consent to the settlement within the time prescribed above, the Retention amount shall remain the applicable amount set forth in Item 3 of the Declarations even if consent is given to a subsequent **Settlement Opportunity**.

Furthermore, in the event the **Insureds** do not consent to the first **Settlement Opportunity** within the time prescribed above, then, subject to the **Policy Aggregate Limit of Liability** and **Separate Limit of Liability** or **Shared Limit of Liability**, if any, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed: (1) the amount for which the **Insurer** could have settled such **Claim** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer** ("**Settlement Opportunity Amount**"), plus (2) 50% of covered **Loss** in excess of such **Settlement Opportunity Amount**, it being a condition of this insurance that the remaining 50% of such **Loss** excess of the **Settlement Opportunity Amount** shall be carried by the **Organization** and the **Insureds** at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the **Settlement Opportunity Amount** exceeds the applicable Retention amount stated in Item 3 of the Declarations.

This Clause 5 shall not be applicable to **Crisis Management Loss**. Nevertheless, the **Insurer** does not, under this policy, assume any duty to defend.

## 6. PRE-AUTHORIZED DEFENCE ATTORNEYS

This Clause applies to all **Claims** under this **Coverage Section**. Affixed as Appendix A hereto and made a part of this policy is a list or lists of Panel Counsel law firms (herein "**Panel Counsel Firms**") from which a selection of legal counsel shall be made to conduct the defence of any **Claim(s)** against any **Insured(s)** pursuant to the terms set forth below.

In the event the **Insurer** has assumed the defence pursuant to Clause 5 of this **Coverage Section**, then the **Insurer** shall select a **Panel Counsel Firm** to defend the **Insureds**. In the event the **Insureds** are already defending the **Claim**, then the **Insureds** shall select a **Panel Counsel Firm** to defend the **Insureds**.

The selection of the **Panel Counsel Firm**, whether done by the **Insurer** or the **Insureds**, shall be from the list of **Panel Counsel Firms** designated for the type of **Claim** and shall be from the jurisdiction in which the **Claim** is brought. In the event a **Claim** is brought in a jurisdiction not included on the appropriate list(s), the selection shall be made from a listed jurisdiction which is the nearest geographic jurisdiction to either where the **Claim** is maintained or where the headquarters or State of formation of the **Named Organization** is located. In such instance, however, the **Insurer** shall, at the written request of the **Named Organization**, assign a non-**Panel Counsel Firm** of the **Insurer's** choice in the jurisdiction in which the **Claim** is brought to function as "local counsel" on the **Claim** to assist the **Panel Counsel Firm**, which will function as "lead counsel" in conducting the defence of the **Claim**.

With the express prior written consent of the **Insurer**, an **Insured** may select (in the case of the **Insured** defending the **Claim**), or cause the **Insurer** to select (in the case of the **Insurer** defending the **Claim**), a **Panel Counsel Firm** different from that selected by other **Insured** defendants if such selection is required due to an actual conflict of interest.

The list of **Panel Counsel Firms** may be amended from time to time by the **Insurer**. However, no change shall be made to the specific list attached to this policy during the **Policy Period** without the consent of the **Named Organization**.

## 7. DISCOVERY CLAUSE

Except as indicated below, if the **Named Organization** shall cancel or the **Named Organization** or the **Insurer** shall refuse to renew this **Coverage Section**, then solely with respect to this **Coverage Section**, the **Named Organization** shall have the right to a period of one, two, three, four, five or six years or of unlimited duration following the effective date of such cancellation or nonrenewal upon payment of the respective "**Additional Premium Amount**" described below (herein referred to as the "**Discovery Period**") in which to give to the **Insurer** written notice of **Claims** first made against the **Insureds** during said **Discovery Period** for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within thirty (30) days of the effective date of cancellation or nonrenewal.

The **Additional Premium Amount** for: (1) one year shall be 125% of the "full annual premium"; (2) two years shall be 175% of the "full annual premium"; (3) three years shall be 225% of the "full annual premium"; (4) four years shall be 250% of the "full annual premium"; (5) five years shall be 275% of the "full annual premium"; (6) six years shall be 300% of the "full annual premium"; and (7) a discovery period of unlimited duration shall be 325% of the "full annual premium". As used herein, "full annual premium" means the premium level in effect for this **Coverage Section** immediately prior to the end of the **Policy Period**.

In the event of a **Transaction**, as defined in Clause 9 of the General Terms and Conditions, the **Named Organization** shall have the right, within thirty (30) days before the end of the **Policy Period**, to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the **Transaction**) for a period of no less than six (6) years or for such longer or shorter period as the **Named Organization** may request. The **Insurer** shall offer such **Discovery Period** pursuant to such terms, conditions and premium as the **Insurer** may reasonably decide. In the event of a **Transaction**, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.



The **Discovery Period** is not cancellable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

## 8. ORDER OF PAYMENTS

In the event of **Loss** arising from any **Claim(s)** for which payment is due under the provisions of this **Coverage Section** but which **Loss**, in the aggregate, exceeds the remaining available **Limit of Liability** of this **Coverage Section**, then the **Insurer** shall:

- (i) first pay such **Loss** for which coverage is provided under Coverage A of this **Coverage Section**, then with respect to whatever remaining amount of the **Limit of Liability** is available after payment of such **Loss**,
- (ii) then pay such **Loss** for which coverage is provided under Coverage B of this **Coverage Section**, and
- (iii) then pay such **Loss** for which coverage is provided under Coverage C or Coverage D of this **Coverage Section**.

In the event of **Loss** arising from a **Claim(s)** for which payment is due under the provisions of this **Coverage Section** (including those circumstances described in the first paragraph of this Section 8), the **Insurer** shall at the written request of the **Named Organization**:

- (i) first pay such **Loss** for which coverage is provided under Coverage A of this **Coverage Section**, then
- (ii) either pay or hold payment for such **Loss** for which coverage is provided under Coverage B, Coverage C or Coverage D of this **Coverage Section**.

In the event that the **Insurer** withholds payment under Coverage B, Coverage C or Coverage D of this **Coverage Section** pursuant to the above request, then the **Insurer** shall at any time in the future, at the request of the **Organization**, release such **Loss** payment to the **Organization**, or make such **Loss** payment directly to the **Individual Insured** in the event of covered **Loss** under any **Claim(s)** covered under this **Coverage Section** pursuant to Coverage A of this **Coverage Section**.

The bankruptcy or insolvency of any **Organization** or any **Individual Insured** shall not relieve the **Insurer** of any of its obligations to prioritize payment of covered **Loss** under this **Coverage Section** pursuant to this Clause 8.



**AIG Insurance Company of Canada**  
(herein called the **Insurer**)

**Not- For- Profit Risk Protector®**

**Employment Practices Liability  
Coverage Section Two  
("EPL Coverage Section")**

**Notice:** Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section.

In consideration of the payment of the premium, and in reliance upon the statements made to the **Insurer** by application, including its attachments and the material incorporated therein, which form a part of this policy, the **Insurer** agrees as follows:

**1. INSURING AGREEMENT**

This policy shall pay the **Loss** of each and every **Insured** arising from a **Claim** first made against such **Insured** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy for any **Wrongful Act**. The **Insurer** shall, in accordance with and subject to Clause 4 of this **Coverage Section** advance **Defence Costs** of such **Claim** prior to its final disposition.

**2. DEFINITIONS**

(a) "**Claim**" means:

- (1) a written demand for monetary relief or non-monetary relief (including any request to toll or waive any statute of limitations); or
- (2) a civil, administrative, regulatory or arbitration proceeding for monetary relief or non-monetary relief which is commenced by:
  - (i) service of a complaint or similar pleading; or
  - (ii) receipt or filing of a notice of charges.

The term **Claim** shall include a federal, provincial or territorial Human Rights Commission or Tribunal proceeding or investigation, and an Equal Employment Opportunity Commission ("EEOC") or Office of Federal Contract Compliance Program ("OFCCP") (or similar federal, provincial, territorial, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a writ of summons or complaint, statement of claim, petition or similar document of which notice has been given to the **Insured**.

However, in no event shall the term **Claim** include any labour or grievance proceeding which is subject to a collective bargaining agreement.

(b) "**Employee**" means any past, present or future employee of the **Organization**, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any full-time, part-time, seasonal and temporary employee or volunteer of the **Organization** in his or her capacity as such. An individual who is leased to the **Organization** shall also be an **Employee**, but only if the **Organization** provides indemnification to such leased individual in the same manner as is provided to the **Organization's** employees. Any other individual who is contracted to perform work for the **Organization**, or who is an independent contractor for the **Organization** shall also be an **Employee**, but only if the **Organization** provides or is required to provide indemnification to such individual, in the same manner as that provided to the **Organization's** employees, pursuant to a written contract.

(c) "**Employment Contract**" means any contract relating in any way to, or governing, in whole or in part, any term or aspect of the employment of an **Employee** by the **Organization**, whether oral or written, express or implied.

(d) "**Employment Practices Violation**" means any actual or alleged:

- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
- (2) harassment (including sexual harassment, whether "quid pro quo", hostile work environment or otherwise);
- (3) discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, or disability);
- (4) **Retaliation**;
- (5) employment-related misrepresentation(s) to an **Employee** or applicant for employment with the **Organization**;
- (6) employment-related libel, slander, humiliation, defamation or invasion of privacy;
- (7) wrongful failure to employ or promote;
- (8) wrongful deprivation of career opportunity with the **Organization**, wrongful demotion or negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an **Employee** reference;
- (9) wrongful discipline;
- (10) failure to grant tenure or practice privileges;
- (11) failure to provide or enforce adequate or consistent **Organization** policies or procedures relating to any **Employment Practices Violation**; and
- (12) violation of an individual's civil rights relating to any of the above.

but only if the **Employment Practices Violation** relates to an **Individual Insured**, or applicant for employment, with the **Organization** or an **Outside Entity**, whether direct, indirect, intentional or unintentional.

(e) "**Individual Insured(s)**" means a past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, committee member (of a duly constituted committee of the **Organization**), staff or faculty member (salaried or non-salaried), or **Employee** of the **Organization**, and an **Outside Entity Executive**. Coverage will automatically apply to all new persons who become **Individual Insureds** after the inception date of this policy.

(f) "**Insured(s)**" means the **Organization** and any **Individual Insured**.

(g) "**Loss**" means damages (including front pay and back pay), judgments (including pre-judgment and post-judgment interest on that part of any covered judgment paid under this **Coverage Section**), settlements, statutory attorneys' fees and **Costs**; however, **Loss** shall not include: (1) any amount for which the **Insureds** are not financially liable or which are without legal recourse to the **Insureds**; (2) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; (3) civil or criminal fines or penalties; (4) taxes or tax penalties (whether imposed by federal, provincial, territorial, state, local or other governmental authority); (5) any liability or costs incurred by any **Insured** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection

with any educational, sensitivity or other corporate program, policy or seminar relating to a **Claim**; (6) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed. **Defence Costs** shall be provided for items specifically excluded from **Loss** pursuant to subparagraphs (1)- (6) above of this Definition, subject to the other terms, conditions and exclusions of this policy.

Notwithstanding the foregoing paragraph, "**Loss**" shall specifically include (subject to this policy's other terms, conditions and limitations, including but not limited to Exclusion (a) of this **Coverage Section** and Exclusion (a) of the General Terms and Conditions) punitive, exemplary and multiple damages. Enforceability of this paragraph shall be governed by such applicable law that most favours coverage for such penalties and punitive, exemplary and multiple damages. For purposes of such coverage, "applicable law" includes, but is not limited to, the following jurisdictions: (a) where the **Wrongful Act** actually or allegedly took place; (b) where the damages are awarded; (c) where the **Named Organization** resides, is incorporated or has its principal place of business; and (d) where the **Insurer** is incorporated or has its principal place of business.

- (h) "**Non-Employment Discrimination**" means any actual or alleged harassment or unlawful discrimination, as described in subparagraphs 2(d)(2) and 2(d)(3) of the definition of **Employment Practices Violation**, or the violation of the civil rights of a person relating to such harassment or discrimination, when such acts are alleged to be committed against anyone other than an **Individual Insured** or applicant for employment with the **Organization** or an **Outside Entity**, including, but not limited to, students, patients, members, customers and suppliers.
- (i) "**Settlement Opportunity**" means an **Insurer** recommended settlement that is within the **Policy Aggregate Limit of Liability**, **Separate Limit of Liability** or **Shared Limit of Liability**, if any, and that is acceptable to the claimant.
- (j) "**Wrongful Act(s)**" means: (1) an **Employment Practices Violation**, or (2) **Non-Employment Discrimination**.

### 3. EXCLUSIONS

In addition to the exclusions set forth in Clause 4 of the General Terms and Conditions, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured**:

- (a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any final adjudication establishes that such criminal or deliberate fraudulent act was committed;

[The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of the foregoing exclusion.]

- (b) alleging, arising out of, based upon or attributable to any actual or alleged (1) contractual liability of any **Insured**, including liability for breach by any **Insured** of the terms of any **Employment Contract**; or (2) liability of any **Insured** for any amount representing salary, wages, bonus or any other amount of any nature or description, owed or allegedly owed to an **Employee** as a result of the **Organization's** failure or alleged failure to afford:
  - (i) notice of termination pursuant to the terms of any **Employment Contract**;
  - (ii) notice of termination of employment as required by any federal, provincial or territorial statute or regulation; and/or
  - (iii) reasonable notice of termination of employment at common law on any basis whatsoever;

provided, however, this exclusion shall not apply to that portion of **Loss** constituting **Defence Costs** in respect to any such **Claim**.

(c) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in any capacity, other than as an **Individual Insured** of the **Organization** or as an **Outside Entity Executive** of an **Outside Entity**.

#### 4. DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)

The **Insurer** does not assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them.

Notwithstanding the foregoing, the **Insureds** shall have the right to tender the defence of the **Claim** to the **Insurer**, which right shall be exercised in writing by the **Named Organization** on behalf of all **Insureds** to the **Insurer** pursuant to the notice provisions of Clause 7 of the General Terms and Conditions. This right shall terminate if not exercised within thirty (30) days of the date the **Claim** is first made against an **Insured**, pursuant to Clause 7 of the General Terms and Conditions. Further, from the date the **Claim** is first made against the **Insureds** to the date when the **Insurer** accepts the tender of the defence of such **Claim**, the **Insureds** shall take no action, or fail to take any required action, that prejudices the rights of the **Insureds** or the **Insurer** with respect to such **Claim**. Provided that the **Insureds** have complied with the foregoing, the **Insurer** shall be obligated to assume the defence of the **Claim**, even if such **Claim** is groundless, false or fraudulent. The assumption of the **Claim** shall be effective upon written confirmation sent thereof by the **Insurer** to the **Named Organization**. Once the defence has been so tendered, the **Insured** shall have the right to fully and effectively associate with the **Insurer** in the defence and negotiation of any settlement of any **Claim**, subject to the provisions of this Clause 4. However, the **Insurer** shall not be obligated to defend such **Claim** after the **Policy Aggregate Limit of Liability**, **Separate Limit of Liability** or **Shared Limit of Liability**, if any, has been exhausted, or after an **Insured's** rejection of (or failure or refusal to accept within the prescribed time herein) a **Settlement Opportunity**.

When the **Insurer** has not assumed the defence of a **Claim** pursuant to this Clause 4, the **Insurer** shall advance nevertheless, at the written request of the **Insured**, **Defence Costs** prior to the final disposition of a **Claim**. Such advanced payments by the **Insurer** shall be repaid to the **Insurer** by the **Insureds** or the **Organization**, severally according to their respective interests, in the event and to the extent that the **Insureds** or the **Organization** shall not be entitled under the terms and conditions of this policy to payment of such **Loss**.

The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defence Costs** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Defence Costs**, which have been consented to by the **Insurer**, in writing, shall be recoverable as **Loss** under the terms of this policy. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer**, when it has not assumed the defence of a **Claim** pursuant to this Clause 4, shall be entitled to fully and effectively associate in the defence and negotiation of any settlement of any **Claim**, and provided further that in all events the **Insurer** may withhold consent to any settlement, stipulated judgment or **Defence Costs**, or any portion thereof, to the extent such loss is not covered under the terms of this policy.

The **Insurer** shall have the right to fully and effectively associate with the **Organization** in the of any **Claim** that appears reasonably likely to involve the **Insurer**, including but not limited to negotiating a settlement. The **Organization** and the **Insureds** shall give the **Insurer** full cooperation and such information as it may reasonably require.

In the event the **Insured(s)** consent to a **Settlement Opportunity** within thirty (30) days of the date the **Insureds** are first made aware of the **Settlement Opportunity** (or in the case of a **Settlement Opportunity** which arises from a settlement offer by the claimant, then within

the time permitted by the claimant to accept such settlement offer, but in all events no later than thirty (30) days after the settlement offer was made), then the **Organization's** applicable Retention amount shall be retroactively reduced by ten percent (10%) for such **Loss**. It shall be a condition to such reduction that all **Insureds** must consent to such settlement.

However, if a **Settlement Opportunity** arises and the **Insureds** do not consent to the settlement within the time prescribed above, the Retention amount shall remain the applicable amount set forth in Item 3 of the Declarations even if consent is given to a subsequent **Settlement Opportunity**.

Furthermore, in the event the **Insureds** do not consent to the first **Settlement Opportunity** within the time prescribed above, then, subject to the **Policy Aggregate Limit of Liability** and **Separate Limit of Liability** or **Shared Limit of Liability**, if any, the **Insurer's** liability for all Loss on account of such Claim shall not exceed: (1) the amount for which the **Insurer** could have settled such **Claim** plus Defence **Costs** incurred as of the date such settlement was proposed in writing by the **Insurer** ("**Settlement Opportunity Amount**"), plus (2) 50% of covered **Loss** in excess of such Settlement Opportunity Amount, it being a condition of this insurance that the remaining 50% of such **Loss** excess of the Settlement Opportunity Amount shall be carried by the **Organization** and the **Insureds** at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the applicable Retention amount stated in Item 3 of the Declarations.

#### 5. PRE-AUTHORIZED DEFENCE ATTORNEYS

This Clause applies to all **Claims** under this **Coverage Section**. Affixed as Appendix A hereto and made a part of this policy is a list or lists of Panel Counsel law firms (herein "**Panel Counsel Firms**") from which a selection of legal counsel shall be made to conduct the defence of any **Claim(s)** against any **Insured(s)** pursuant to the terms set forth below.

In the event the **Insurer** has assumed the defence pursuant to Clause 4, then the **Insurer** shall select a **Panel Counsel Firm** to defend the **Insureds**. In the event the **Insureds** are already defending a Claim, then the **Insureds** shall select a **Panel Counsel Firm** to defend the **Insureds**.

The selection of the **Panel Counsel Firm**, whether done by the **Insurer** or the **Insureds**, shall be from the list of **Panel Counsel Firms** designated for the type of **Claim** and be from the jurisdiction in which the **Claim** is brought. In the event a **Claim** is brought in a jurisdiction not included on the appropriate list(s), the selection shall be made from a listed jurisdiction which is the nearest geographic jurisdiction to either where the **Claim** is maintained or where the corporate headquarters or state of formation of the **Named Organization** is located. In such instance, however, the **Insurer** shall, at the written request of the **Named Organization** assign a non-Panel Counsel Firm of the **Insurer's** choice in the jurisdiction in which the **Claim** is brought to function as "local counsel" on the **Claim** to assist the **Panel Counsel Firm**, which will function as "lead counsel" in conducting the defence of the **Claim**.

With the express prior written consent of the **Insurer**, an **Insured** may select (in the case of the **Insured** defending the **Claim**), or cause the **Insurer** to select (in the case of the **Insurer** defending the **Claim**), a **Panel Counsel Firm** different from that selected by other **Insured** defendants if such selection is required due to an actual conflict of interest.

The list of **Panel Counsel Firms** may be amended from time to time by the **Insurer**. However, no change shall be made to the specific list attached to this policy during the **Policy Period** without the consent of the **Named Organization**.

#### 6. DISCOVERY CLAUSE

Except as indicated below, if the **Named Organization** shall cancel or the **Named Organization** or the **Insurer** shall refuse to renew this **Coverage Section**, then solely with respect to this **Coverage Section**, the **Named Organization** shall have the right to a period

of one, two, three, four, five or six years or of unlimited duration following the effective date of such cancellation or nonrenewal upon payment of the respective "**Additional Premium Amount**" described below (herein referred to as the "**Discovery Period**") in which to give to the **Insurer** written notice of **Claims** first made against the **Insureds** during said **Discovery Period** for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within thirty (30) days of the effective date of cancellation or nonrenewal.

The **Additional Premium Amount** for: (1) one year shall be 125% of the "full annual premium"; (2) two years shall be 175% of the "full annual premium"; (3) three years shall be 225% of the "full annual premium"; (4) four years shall be 250% of the "full annual premium"; (5) five years shall be 275% of the "full annual premium"; (6) six years shall be 300% of the "full annual premium"; and (7) a discovery period of unlimited duration shall be 325% of the "full annual premium". As used herein, "full annual premium" means the premium level in effect for this **Coverage Section** immediately prior to the end of the **Policy Period**.

In the event of a **Transaction**, as defined in Clause 9 of the General Terms and Conditions, the **Named Organization** shall have the right, within thirty (30) days before the end of the **Policy Period**, to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the **Transaction**) for a period of no less than six (6) years or for such longer or shorter period as the **Named Organization** may request. The **Insurer** shall offer such **Discovery Period** pursuant to such terms, conditions and premium as the **Insurer** may reasonably decide. In the event of a **Transaction**, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.

The **Discovery Period** is not cancellable, except for non-payment of premium. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

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**AIG Insurance Company of Canada**  
(herein called the **Insurer**)

**Not-For-Profit Risk Protector<sup>®</sup>**

**Fiduciary Liability Insurance**  
**Coverage Section Three**  
**("FLI Coverage Section")**

**Notice:** Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to this Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section.

In consideration of the payment of the premium, and in reliance upon the statements made to the **Insurer** by application, including its attachments and the material incorporated therein, which form a part of this policy, the **Insurer** agrees as follows:

**1. INSURING AGREEMENTS**

(a) Solely with respect to **Claims** first made against an **Insured** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy, and subject to the other terms, conditions and limitations of this policy, this policy shall pay the **Loss** of each and every **Insured** arising from a **Claim** against an **Insured** for any actual or alleged **Wrongful Act** by any such **Insured** or by any employee for whom such **Insured** is legally responsible.

(b) Solely with respect to **CAP Penalties** and **Delinquent Filer Penalties** assessed against an **Insured**, and **Voluntary Fiduciary Correction Loss** incurred by an **Insured**, during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy, and subject to the other terms, conditions and limitations of this policy, this policy shall:

- (i) pay the **CAP Penalties** and **Delinquent Filer Penalties**; and
- (ii) reimburse the **Voluntary Fiduciary Correction Loss**,

of each and every **Insured**, collectively not to exceed the amount of the **Sublimit of Liability** for **Voluntary Compliance Loss** set forth in Item 7(c) of the Declarations; provided that the **Insured** shall select a **Panel Counsel Firm** as provided in Clause 6 of this **Coverage Section**.

The payment of any **Voluntary Compliance Loss** under this policy shall not waive any of the **Insurer's** rights under this policy or at law, including in the event that a **Voluntary Compliance Loss** results in a **Claim**.

(c) Solely with respect to **HIPAA Penalties** assessed against an **Insured** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy, and subject to the other terms, conditions and limitations of this policy, this policy shall pay the **HIPAA Penalties** of each and every **Insured**, collectively not to exceed the amount of the **Sublimit of Liability** for **HIPAA Penalties** set forth in Item 7(d) of the Declarations.

**2. DEFENCE AGREEMENT**

**(a) INSURER'S DUTY TO DEFEND**

Except as hereinafter stated, the **Insurer** shall have both the right and duty to defend any **Claim** against an **Insured** alleging a **Wrongful Act**, even if such **Claim** is groundless, false or fraudulent.

The **Insured** shall have the right to effectively associate with the **Insurer** in the defence



of any Claim, including, but not limited to, negotiating a settlement, subject to the provisions of this Clause 2. However, the **Insurer** shall not be obligated to defend any **Claim** after the **Policy Aggregate Limit of Liability** or any **Separate Limit of Liability** or **Shared Limit of Liability** (if any) has been exhausted, or pursuant to subparagraph (c) below, after the rejection of a settlement offer.

(b) **INSURED'S OPTION TO ASSUME DEFENCE**

Notwithstanding the above, the **Insureds** shall have the right to assume the defence of any **Claim** made against them. This right shall be exercised in writing by the **Organization** on the behalf of all **Insureds** within sixty (60) days of the reporting of the **Claim** to the **Insurer** pursuant to Clause 7 of the General Terms and Conditions of the policy. Upon receipt of such written request, the **Insurer** shall tender the defence of the **Claim** to the **Insureds**. Once the defence has been so tendered, the **Insurer** cannot re-assume the defence of the **Claim**. The **Insurer** shall have the right to effectively associate with the **Insureds** in the defence of any **Claim**, including but not limited to negotiating a settlement. Provided that the **Insurer** shall be permitted to effectively associate with the **Insureds** in the defence of any **Claim**, including but not limited to negotiating a settlement of any **Claim**, the **Insurer's** consent to settlements, stipulated judgments and **Defence Costs** shall not be unreasonably withheld.

(c) **GENERAL PROVISIONS (applicable to 2(a) and 2(b) above)**

The **Insurer** shall advance **Defence Costs** prior to the final disposition of a **Claim**, subject to the other provisions of this policy. Such advance payments by the **Insurer** shall be repaid to the **Insurer** by the **Insureds**, severally according to their respective interests, in the event and to the extent that the **Insureds** shall not be entitled under the terms and conditions of this policy to payment of such **Loss**.

The **Insured(s)** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defence Costs** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Defence Costs** which have been consented to in writing by the **Insurer** shall be recoverable as **Loss** under the terms of this policy.

The **Insured(s)** shall give the **Insurer** full cooperation and such information as the **Insurer** may reasonably require. In the event the **Insureds** do not consent to a **Settlement Opportunity**, then, subject to the **Policy Aggregate Limit of Liability** and **Separate Limit of Liability** or **Shared Limit of Liability**, if any, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed: (1) the amount for which the **Insurer** could have settled such **Claim** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer** ("**Settlement Opportunity Amount**"), plus (2) 50% of covered **Loss** in excess of such **Settlement Opportunity Amount**, it being a condition of this insurance that the remaining 50% of such **Loss** excess of the **Settlement Opportunity Amount** shall be carried by the **Organization** and the **Insureds** at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the **Settlement Opportunity Amount** exceeds the applicable Retention amount stated in Item 3 of the Declarations.

Selection of counsel to defend the **Claim** made against the **Insureds** shall be governed by Clause 6 of this **Coverage Section** (if applicable).

### 3. DEFINITIONS

- (a) "**Administrator**" means an **Insured** with respect to any **Wrongful Act** described in subparagraph 3(dd)(2) of the Definition of "**Wrongful Act**" in this **Coverage Section**.
- (b) "**Benefits**" means any obligation under a **Plan** to a participant or beneficiary under a **Plan** which is a payment of money or property, or the grant of a privilege, right, option or

perquisite.

- (c) "**Breach of Fiduciary Duty**" means a violation of the responsibilities, obligations or duties imposed upon **Insureds** by **ERISA** or by **Employee Benefit Law**.
- (d) "**Cafeteria Plan**" means a plan as defined in Section 125 of the Internal Revenue Code of 1986, as amended or a plan from which the participants may choose among two or more benefits consisting of cash and qualified benefits.
- (e) "**CAP Penalties**" means fines, penalties, sanctions, voluntary correction fees, compliance fees or user fees assessed against or collected from an **Insured** by the Internal Revenue Service (IRS) pursuant to a written agreement to correct an inadvertent **Plan** defect under an Employee Plans Compliance Resolution System established by the Internal Revenue Service, provided that such agreement to correct such **Plan** defect was entered into in writing by the **Insured** with the IRS during the **Policy Period** (or during the policy period of a policy issued by the **Insurer** of which this policy is a continuous renewal).
- (f) "**Claim**" means:
  - (1) a written demand for monetary, non-monetary or injunctive relief;
  - (2) a civil, criminal or arbitration proceeding for monetary, non-monetary or injunctive relief which is commenced by:
    - (i) service of a complaint or similar pleading;
    - (ii) return of an indictment (in the case of a criminal proceeding); or
    - (iii) receipt or filing of a notice of charges;
  - (3) a formal agency adjudicative proceeding anywhere in the world to which an **Insured** is subject; or
  - (4) any fact-finding investigation by the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or similar governmental agency which is located outside of the United States.
- (g) "**Consulting Fees**" means fees charged by a third party actuary, benefits consultant or accountant resulting solely from the correction of an actual or potential **Breach of Fiduciary Duty**, but excluding any fees, costs or expenses associated with: (i) a **Plan** audit; or (ii) identifying, finding or assessing such **Breach of Fiduciary Duty**.
- (h) "**Defence Expenses**" means reasonable and necessary attorney's fees, costs or expenses consented to in writing by the **Insurer** resulting solely from the correction of an actual or potential **Breach of Fiduciary Duty**, but excluding any fees, costs and expenses associated with finding or assessing such **Breach of Fiduciary Duty** and any compensation of **Individual Insureds** or employees of an **Insured**.
- (i) "**Delinquent Filer Penalties**" means penalties assessed by (i) the Minister of Revenue pursuant to section 162.7 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.) as amended or by the Canada Revenue Agency ("CRA") for inadvertent failure to file Form T244 Registered Pension Plan Annual Information Return, or (ii) the U.S. Department of Labor or the IRS under a Delinquent Filer Voluntary Compliance Program for inadvertent failure to file Form 5500, provided that the failure to file such Forms T244 or 5500 occurred during the Policy Period (or during the policy period of a policy issued by the Insurer of which this policy is a continuous renewal).
- (j) "**Dependent Care Assistance Program**" means a dependent care assistance program as defined in Section 129 of the Internal Revenue Code of 1986, as amended.
- (k) "**Employee Benefit Law**" means the Ontario *Pension Benefits Act*, R.S.O. 1990, c. P-8, or ERISA (and any amendments or revisions to such statutes), or any similar common or statutory law of Canada, the United States of America, any province, territory, state or other jurisdiction anywhere in the world to which a Plan is subject. Except to the extent set forth in subparagraph (2) of the Definition of Wrongful Act, Employee Benefit Law shall

not include any law concerning workers' compensation, employment insurance, unemployment insurance, Old Age Security, Canada or Quebec Pension Plan, Social Security, government-mandated disability benefits or similar law.

- (l) "**ERISA**" means the Employee Retirement Income Security Act of 1974 (including, but not limited to, amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, the Health Insurance Portability and Accountability Act of 1996, the Newborns' and Mothers' Health Protection Act of 1996, the Mental Health Parity Act of 1996, the Women's Health and Cancer Rights Act of 1998, and the Pension Protection Act of 2006), and including any amendment or revision thereto.
- (m) "**ESOP**" means any employee stock ownership plan as defined in **ERISA**, or any other **Plan** under which investments are made primarily in securities of (i) the **Organization**, (ii) any acquired **Subsidiary**, or (iii) any parent of any acquired **Subsidiary**, or whose assets at any time within twelve (12) months prior to the inception date of this policy were comprised of ten percent (10%) or more of securities of (i) the **Organization**, (ii) any acquired **Subsidiary**, or (iii) any parent of any acquired **Subsidiary**.
- (n) "**Fiduciary**" means a fiduciary as defined in any applicable **Employee Benefit Law** with respect to a **Plan**, or a person or entity who exercises discretionary control respecting the management of a **Plan** or the investment or disposition of its assets.
- (o) "**Fringe Benefit**" means any plan or benefit described in Section 132 of the Internal Revenue Code of 1986, as amended.
- (p) "**HIPAA Penalties**" means civil money penalties imposed upon an **Insured** for violation of **HIPAA Privacy Regulations** the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and any rules or regulations promulgated thereunder.
- (q) "**HIPAA Privacy Regulations**" means the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and any rules or regulations promulgated thereunder.
- (r) "**Individual Insured**" means any past, present or future natural person director, officer or employee of the **Organization** or, if applicable, of a **Plan**, and as to all of the above, in his or her capacity as a **Fiduciary, Administrator** or trustee of a **Plan**.
- (s) "**Insured(s)**" means:
  - (1) any **Individual Insured**;
  - (2) any **Plan(s)**;
  - (3) the **Named Organization**;
  - (4) any other person or entity in his, her or its capacity as a **Fiduciary, Administrator** or trustee of a **Plan** who is included in the Definition of "**Insured**" by specific written endorsement attached to this policy.
- (t) "**IRA-based Plan**" means any payroll deduction IRA (Individual Retirement Account), SEP (Simplified Employee Pension Plan), SARSEP (Salary Reduction Simplified Employee Pension Plan) or SIMPLE IRA (Savings Incentive Match Plan for Employees), established or administered by the **Organization**, solely for the benefit of the employees and/or the directors or officers of the **Organization**;
- (u) "**Loss**" means damages, judgments (including pre and post-judgment interest on that part of any covered judgment under this **Coverage Section**), settlements and **Defence Costs**; however, **Loss** shall not include: (1) civil or criminal fines or penalties imposed by law, except (i) to the extent set forth in Item 7(c) of the Declarations for **Voluntary Compliance Loss**, (ii) **UK Fines and Penalties**, (iii) the five percent (5%) or less civil penalty imposed upon an **Insured** under Section 502(i) of **ERISA**, (iv) the twenty percent (20%) or less penalty imposed upon an **Insured** under Section 502(l) of **ERISA**, with

respect to covered settlements or judgments under this **Coverage Section**, and (v) to the extent set forth in Item 7(d) of the Declarations for **HIPPA Penalties**; (2) the multiplied portion of multiplied damages; (3) taxes or tax penalties; (4) any amount for which an **Insured** is not financially liable or which is without legal recourse to the **Insured**; (5) **Benefits**, or that portion of any settlement or award in an amount equal to such **Benefits**, unless and to the extent that recovery of such **Benefits** is based upon a covered **Wrongful Act** and is payable as a personal obligation of an **Individual Insured**; or (6) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Where permitted by law, **Loss** shall include punitive or exemplary damages imposed upon any **Insured** (subject to the policy's other terms, conditions and exclusions, including but not limited to exclusions relating to profit, deliberate fraud or criminal acts and knowing or wilful violation of any statute, rule or law, including but not limited to **Employee Benefit Law**).

**Defence Costs** shall be provided for items specifically excluded from **Loss** pursuant to subparagraphs (1)-(6) above of this Definition, subject to the other terms, conditions and exclusions of this policy.

**Loss** shall include **Voluntary Compliance Loss**.

- (v) "**Non-qualified Plan**" means any of the following plans for a select group of management or highly compensated directors, officers and/or employees: deferred compensation plan, supplemental executive retirement plan, top-hat plan or excess benefit plan.
- (w) "**Pension Plan**" means a pension plan as defined in any **Employee Benefit Law**, including but not limited to any plan formed pursuant to Section 403(b) or Section 457 of the Internal Revenue Code.
- (x) "**Plan**" means automatically, any plan, fund, trust or program (including, but not limited to, any **IRA-based Plan**, **Welfare Plan**, **Cafeteria Plan**, **Dependent Care Assistance Program**, **Fringe Benefit**, **Non-qualified Plan**, or qualified **Pension Plan**), established anywhere in the world, which was, is or shall be sponsored solely by the **Organization**, or sponsored jointly by the **Organization** and a labour organization, solely for the benefit of the employees and/or the directors and officers of the, subject to the following provisions:
  - (1) if such **Plan** is a **Pension Plan(s)**, other than an **ESOP** or **Pension Plan** described in subparagraphs (5)(a), (5)(b), 6(a) or 6(b) below, then the **Named Organization** shall provide written notice of such **Plan** to the **Insurer** prior to the inception date of this policy, unless such **Plan** was already covered under a policy issued by the **Insurer** of which this policy is a continuous renewal;
  - (2) if such **Plan** was sold, spun-off or terminated prior to the inception date of this policy the **Named Organization** shall provide written notice of such sale, spin-off or termination to the **Insurer** prior to the inception date of this policy and pay any required premium relating to such **Plan**, unless such sale, spin-off or termination had already been reported to the **Insurer** under a policy issued by the **Insurer** of which this policy is a continuous renewal;
  - (3) if such **Plan** is sold, spun-off or terminated during the **Policy Period**, the **Named Organization** shall provide written notice of such sale, spin-off or termination to the **Insurer** prior to the end of the **Policy Period**;
  - (4) if such **Plan** is an **ESOP** or stock option plan, the **Named Organization** shall provide written notice of such **Plan** to the **Insurer** unless such **Plan** was already covered under a policy issued by the **Insurer** of which this policy is a continuous renewal and such **Plan** is added to the Definition of **Plan** by specific written endorsement attached to this policy;
  - (5) if such **Plan** is a **Pension Plan** (other than an **ESOP**) and:

- (a) is acquired during the **Policy Period** as a result of the **Named Organization's** acquisition of a **Subsidiary** whose assets total less than 25% of the total consolidated assets of the **Named Organization** as of the inception date of this policy; or
- (b) is acquired during the **Policy Period** and such **Plan's** assets total less than 25% of the total consolidated assets of all covered **Pension Plans** as of the inception date of this policy;

then this policy shall apply to such **Plan** (but solely with respect to a **Wrongful Act(s)** occurring after the date of such acquisition). The **Named Organization** shall provide the Insurer with full particulars of such new Plan before the end of the Policy Period; or

(6) if such **Plan** is a **Pension Plan** (other than an **ESOP**) and:

- (a) is acquired during the **Policy Period** as a result of the **Named Organization's** acquisition of a **Subsidiary** whose assets total more than 25% of the total consolidated assets of the **Named Organization** as of the inception date of this policy; or
- (b) is acquired during the **Policy Period** and such **Plan's** assets total more than 25% of the total consolidated assets of all covered **Pension Plans** as of the inception date of this policy,

then, this policy shall apply to such **Plan** (but solely with respect to a **Wrongful Act(s)** occurring after the date of such acquisition), but only upon the condition that within 90 days of its acquisition, the **Named Organization** shall have provided the **Insurer** with a completed application for such new **Plan** and agreed to any additional premium or amendment of the provisions of the policy required by the **Insurer** relating to such new **Plan**. The 90 day reporting condition shall not apply if such new **Plan** does not constitute one of the five largest **Pension Plans** of the **Named Organization** and the failure to report such **Plan** within the 90 day reporting period was due to inadvertent omission by the **Named Organization** and upon discovery of such **Plan**, the **Named Organization** shall notify the **Insurer** as soon as practicable, provide any information required by the **Insurer** relating to such **Plan** and pay any premium required by the **Insurer** relating to such **Plan**.

The Definition of **Plan** shall also include: (i) the following government-mandated programs: employment or unemployment insurance, Social Security, Canada/ Quebec Pension Plan or disability benefits, but solely with respect to a **Wrongful Act** defined in subparagraph (2) of the Definition of **Wrongful Act** in this policy; (ii) any **Pension Plan** (other than an **ESOP**) considered or created by the **Named Organization** during the **Policy Period**; and (iii) any other plan, fund or program, which is included in the Definition of **Plan** by specific written endorsement attached to this policy.

In no event, however, shall the definition of **Plan** include any multiemployer plan as defined in **Employee Benefit Law**.

- (y) "**Settlement Opportunity**" means an **Insurer**-recommended settlement that is within the **Policy Aggregate Limit of Liability, Separate Limit of Liability or Shared Limit of Liability**, if any, and that is acceptable to the claimant.
- (z) "**UK Fines and Penalties**" means civil fines and penalties assessed against an **Insured** by either the Pensions Ombudsman appointed by the Secretary of State for Social Services in the United Kingdom, by the Occupational Pensions Regulatory Authority in the United Kingdom, by the Pensions Regulator in the United Kingdom, or any successor body thereto, subject to the other terms, conditions and exclusions of the policy.
- (aa) "**Voluntary Compliance Loss**" means **CAP Penalties, Delinquent Filer Penalties and Voluntary Fiduciary Correction Loss**.

(bb) "**Voluntary Fiduciary Correction Loss**" means damages, **Defence Expenses** and **Consulting Fees** incurred in connection with the U.S. Department of Labour's ("DOL") Voluntary Fiduciary Correction Program as set forth in the Federal Register, resulting from an inadvertent **Breach of Fiduciary Duty** occurring during the **Policy Period** (or during the policy period of a policy issued by the **Insurer** of which this policy is a continuous renewal), provided that such compliance with the DOL's Voluntary Fiduciary Correction Program results in the **Insured** obtaining a "No Action" letter from the DOL; however, **Voluntary Fiduciary Correction Loss** shall not include: (1) civil or criminal fines or penalties imposed by law; (2) punitive or exemplary damages; (3) the multiplied portion of multiplied damages; (4) taxes or tax penalties; (5) any amount for which an **Insured** is not financially liable or which is without legal recourse to the **Insured**; (6) **Benefits**, or that portion of damages equal to such **Benefits**; (7) matters of which the **Insured** had knowledge prior to the inception date of this policy or the first policy issued by the **Insurer** to the **Named Organization** of which this policy is a continuous renewal; or (8) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

(cc) "**Welfare Plan**" means a welfare plan as defined in **Employee Benefit Law**.

(dd) "**Wrongful Act**" means:

(1) as respects an **Insured**: a violation of any of the responsibilities, obligations or duties imposed upon **Fiduciaries** by **Employee Benefit Law**; or any matter claimed against an **Insured** solely by reason of his, her or its status as a **Fiduciary**, but only with respect to a **Plan**; and

(2) as respects an **Administrator**, any act, error or omission solely in the performance of one or more of the following administrative duties or activities, but only with respect to a **Plan**:

- (i) counselling employees, participants and beneficiaries;
- (ii) providing interpretations;
- (iii) handling of records; or
- (iv) activities effecting enrolment, termination or cancellation of employees, participants and beneficiaries under the **Plan**,

or any matter claimed against an **Insured** solely by reason of his, her or its status as an **Administrator**, but only with respect to a covered **Plan**.

(3) as respects an **Individual Insured**, any matter claimed against him or her arising out of his or her service as a **Fiduciary** or **Administrator** of any multiemployer plan as defined by **ERISA**, but only if such service is at the specific written request or direction of the **Named Organization** and such multiemployer plan is added by specific written endorsement attached to this policy, identified as a multiemployer plan and any required premium is paid. In no event shall coverage under this policy extend to a **Claim** against a multiemployer plan itself, its contributing employer(s) or any other fiduciaries or administrators of such plan, other than an **Individual Insured**.

#### 4. EXCLUSIONS

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

(a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act, or any knowing or wilful violation of any statute, rule or law, including, but not limited to, **Employee Benefit Law**, if any final adjudication establishes that such criminal or deliberate fraudulent act or knowing or willful violation was committed;

For the purpose of determining the applicability of the foregoing Exclusion 4(a) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any other **Individual Insured**.

- (b) for discrimination in violation of any law, except that this exclusion shall not apply to discrimination in violation of **Employee Benefit Law**;
- (c) for failure to fund a **Plan** in accordance with **Employee Benefit Law** or the **Plan** instrument or the failure to collect contributions owed to the **Plan**; except that this exclusion shall not apply to **Defence Costs**;
- (d) for emotional distress or mental anguish; provided, however, that this exclusion shall not apply to **Defence Costs** incurred in the defence of a **Claim** alleging a **Breach of Fiduciary Duty**;
- (e) alleging, arising out of, based upon or attributable to any act or omission in his, her or its capacity as a **Fiduciary** or **Administrator** of any plan, fund or program, other than a **Plan** as defined in this policy, or by reason of his, her or its status as a **Fiduciary** or **Administrator** of such other plan, fund or program; or
- (f) alleging, arising out of, based upon or attributable to any **Wrongful Act** as respects the **Plan** taking place at any time when the **Organization** did not sponsor such **Plan** or when the **Individual Insured** was not a **Fiduciary, Administrator, trustee, director(s), officer(s)** or employee of the **Organization** or if applicable, a **Plan**.

#### 5. LIMIT OF LIABILITY

Clause 5 of the General Terms and Conditions is modified to the extent necessary to provide the following:

The maximum limit of the **Insurer's liability** for all **Voluntary Compliance Loss** occurring during the **Policy Period** or the **Discovery Period** (if applicable), in the aggregate, shall be the amount set forth in Item 7(c) of the Declarations ("**Voluntary Compliance Loss Sublimit of Liability**"). The **Voluntary Compliance Loss Sublimit of Liability** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** stated in Item 7(a) of the Declarations of this policy or any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to this **Coverage Section** as stated in Item 3 of the Declarations, and shall in no way serve to increase the **Insurer's Policy Aggregate Limit of Liability** or any **Separate Limit of Liability** or **Shared Limit of Liability** as stated therein.

The maximum limit of the **Insurer's liability** for all **HIPAA Penalties** occurring during the **Policy Period** or the **Discovery Period** (if applicable), in the aggregate, shall be the amount set forth in Item 7(d) of the Declarations ("**HIPAA Penalties Sublimit of Liability**"). The **HIPAA Penalties Sublimit of Liability** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** stated in Item 7(a) of the Declarations of this policy and any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to this **Coverage Section** as stated in Item 3 of the Declarations, and shall in no way serve to increase the **Insurer's Policy Aggregate Limit of Liability** or any **Separate Limit of Liability** or **Shared Limit of Liability** as stated therein.

#### 6. PRE- AUTHORIZED DEFENCE ATTORNEYS

This Clause 6 applies only to: (1) a **Claim** brought by any government entity; (2) a request for coverage for a **Voluntary Compliance Loss**; or (3) a **Claim** brought in the form of a class or representative action.

Affixed as Appendix D hereto and made a part of this policy is a list of Panel Counsel law firms ("**Panel Counsel Firm(s)**") from which a selection of legal counsel shall be made to conduct the defence of any **Claim** against an **Insured** to which this Clause 6 applies and pursuant to the terms set forth below:

In the event the **Insurer** is operating under a duty to defend pursuant to Clause 2(a) of this **Coverage Section**, then the **Insurer** shall select a **Panel Counsel Firm** to defend the **Insureds**. Upon the written request of the **Named Organization**, the **Insurer** may consent to a different **Panel Counsel Firm** selected by the **Named Organization** to defend the **Insureds**, which consent shall not be unreasonably withheld.

In the event the **Insureds** have assumed the defence of the **Claim** pursuant to Clause 2(b) of this **Coverage Section**, then the **Insureds** shall select a **Panel Counsel Firm** to defend the **Insured**. In addition, with the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld, the **Insured** may select a **Panel Counsel Firm** different from that selected by other **Insureds** if such selection is required due to an actual conflict of interest or is otherwise reasonably justifiable.

The selection of a **Panel Counsel Firm** from the attached list to defend the **Claim** against the **Insureds** shall not be restricted to the jurisdiction in which the **Claim** is brought.

The list of **Panel Counsel Firms** may be amended from time to time by the **Insurer**. However, no change shall be made to the specific list attached to this policy during the **Policy Period** without the consent of the **Named Organization**. At the request of the **Named Organization**, the **Insurer** may in its discretion add one or more law firms to the attached list of **Panel Counsel Firms** for the purposes of defending the **Claim** made against the **Insureds**. The list of **Panel Counsel Firms** may also be amended to add, at the sole discretion of the **Insurer**, a non-Panel Counsel Firm for the purpose of acting as "local counsel" to assist an existing **Panel Counsel Firm**, which **Panel Counsel Firm** will act as "lead counsel" in conducting the defence of the **Claim**, for **Claims** brought in a jurisdiction in which the chosen **Panel Counsel Firm** does not maintain an office.

## 7. DISCOVERY CLAUSE

Except as indicated below, if the **Named Organization** shall cancel or the **Insurer** or the **Named Organization** shall refuse to renew this **Coverage Section**, then solely with respect to this **Coverage Section**, the **Named Organization**, upon payment of the respective "**Additional Premium Amount**" described below, shall have the right to a period of one, two, three or six years after the effective date of such cancellation or nonrenewal (herein referred to as the "**Discovery Period**") in which to give to the **Insurer** written notice of **Claims** first made against the **Insureds** during the selected period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within thirty (30) days of the effective date of cancellation or nonrenewal. The **Additional Premium Amount** for the **Discovery Period** shall be fully earned at the inception of the **Discovery Period**. The **Discovery Period** is not cancellable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

The **Additional Premium Amount** for: (1) one year shall be 125% of the "full annual premium"; (2) two years shall be 175% of the "full annual premium"; (3) three years shall be 200% of the "full annual premium"; and (4) six years shall be an amount to be determined in the absolute and sole discretion of the **Insurer**. As used herein, "full annual premium" means the premium level in effect for this **Coverage Section** immediately prior to the end of the **Policy Period**.

In the event of a **Transaction**, as defined in Clause 9 of the General Terms and Conditions, the **Named Organization** shall have the right, within thirty (30) days before the end of the **Policy Period**, to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the **Transaction**) for a period of no less than six (6) years or for such longer or shorter period as the **Named Organization** may request. The **Insurer** shall offer such **Discovery Period** pursuant to such terms, conditions



and premium as the **Insurer** may reasonably decide. In the event of a **Transaction**, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.

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**APPENDIX B**  
**CRISIS MANAGEMENT COVERAGE FOR D&O COVERAGE SECTION**

**I. DEFINITIONS**

(a) "**Crisis Management Event**" means one of the following events which, in the good faith opinion of the **Organization**, did cause or is reasonably likely to cause a **Material Effect**:

1. Management Crisis:

The death, incapacity or criminal indictment of any duly elected or appointed director, officer, trustee, trustee emeritus or executive director, or any **Employee** on whom the **Organization** maintains key person life insurance.

2. Patient/Member Abuse:

The public announcement or accusation that an individual under the management control of the **Organization** has intentionally caused bodily injury to, or death of, a patient, or has sexually abused a patient or member of the **Organization**.

3. Debt Default:

The public announcement that the **Organization** had defaulted or intends to default on its debt.

4. Bankruptcy:

The public announcement that the **Organization** intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the **Organization**; or the imminence of bankruptcy proceedings, whether voluntary or involuntary.

5. Contribution Revocation:

The withdrawal or return of a non-governmental grant, contribution or bequest in excess of \$500,000.

6. Student Distress:

The public announcement or accusation that a student of the **Organization** has: 1) attempted or committed suicide; or 2) been criminally assaulted by an assailant who is either unknown or who is not an Individual Insured.

7. Downsizing:

The closing of any academic department or school.

8. Regulatory Crisis:

Formal governmental or regulatory proceedings which allege a pattern of inadequate patient care.

9. Workplace Violence:

The public announcement that an **Employee** of the **Organization** was the victim of a violent crime while on the premises of the **Organization**.

10. Child Abduction:

The public announcement that a child was abducted or kidnapped while under the care or supervision of the **Organization**.

A **Crisis Management Event** shall first commence when the **Organization** or any of its directors or executive officers shall first become aware of the event during the **Policy Period** and shall conclude at the earliest of the time when the **Crisis**

**Management Firm** advises the **Organization** that the crisis no longer exists or when the **Crisis Management Fund** has been exhausted.

- (b) "**Crisis Management Firm**" means any public relations firm, crisis management firm or law firm on the list of approved firms that is accessible through the online directory at [AIG Panel Counsel Directory](#) under the "CrisisFund®" link. Any "**Crisis Management Firm**" may be hired by the **Organization** or its directors, officers or employees to perform **Crisis Management Services** without further approval by the **Insurer**.
- (c) "**Crisis Management Loss**" means the following amounts incurred during the pendency of or within 90 days prior to and in anticipation of, the **Crisis Management Event**, regardless of whether a **Claim** is ever made against an Insured arising from the **Crisis Management Event** and, in the case where a **Claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the **Claim**:
  - (1) amounts for which the **Organization** is legally liable for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Organization** arising from a **Crisis Management Event**; and
  - (2) amounts for which the **Organization** is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the **Organization** or the **Crisis Management Firm**, in connection with the **Crisis Management Event**.
- (d) "**Crisis Management Services**" means those services performed by a **Crisis Management Firm** in advising the **Organization** or any of its directors, officers or employees on minimizing potential harm to the **Organization** arising from the **Crisis Management Event**, including but not limited to maintaining and restoring public confidence in the **Organization**.
- (e) "**Delisting Crisis**" means written notice to an **Organization** that such **Organization's** securities will be or have been delisted from an **Exchange** at the initiation of such **Exchange**.
- (f) "**Exchange**" means NASDAQ, the American Stock Exchange, the New York Stock Exchange and the Singapore Exchange.
- (g) "**Material Effect**" means the publication of unfavorable information regarding the **Organization** which can reasonably be considered to lessen public confidence in the competence of the **Organization**. Such publication must in occur in either:
  - (1) a daily newspaper of general circulation in the geographic area of the **Organization**, or
  - (2) a radio or television news report on an **Organization** received in the geographic area of the **Organization**.

## II. EXCLUSIONS

The term **Crisis Management Event** shall not include any event relating to:

1. any pending or prior litigation as of the **Continuity Date** for the D&O Coverage Section indicated in Item 3 Declarations;
2. any **Claim** which has been reported, or any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;

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3. the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**; or
4. the hazardous properties of nuclear materials.

**APPENDIX A**  
**NOT FOR PROFIT PANEL COUNSEL ADDENDUM**

In consideration of the premium charged, it is understood and agreed as follows: The information in our Panel Counsel lists/appendices is now accessible through our online Panel Counsel Directory at <http://www.aig.com/us/panelcounseldirectory>. To access the applicable online Panel Counsel Directory, please go to the website, click on the "Not-for-Profit (Employment and Non-Employment Claims)" link or the "Employment Practices Liability - Not for Profit Employment Claims" link.

References in this policy to list of Panel Counsel law firms or related appendices are deemed amended to refer to the applicable Panel Counsel Directories at the website referenced above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**APPENDIX D  
EMPLOYEE BENEFIT PLAN FIDUCIARY LIABILITY  
PANEL COUNSEL LIST**

In consideration of the premium charged, it is understood and agreed as follows: The information in our Panel Counsel lists/appendices is now accessible through our online Panel Counsel Directory at AIG Panel Counsel Directory <http://www.aig.com/us/panelcounseldirectory>. To access the applicable online Panel Counsel Directory, please go to the website, click on the "Fiduciary Liability (ERISA and Non-ERISA)" link.

References in this policy to list of Panel Counsel law firms or related appendices are deemed amended to refer to the applicable Panel Counsel Directories at the website referenced above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT# 1**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**NOTICE OF CLAIM  
(REPORTING BY E-MAIL)**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. *Email Reporting of Claims*: In addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy's other terms and conditions to the Insurer by email at the following email address:

[financialclaimsCA@aig.com](mailto:financialclaimsCA@aig.com)

Your email must reference the policy number for this policy. The date of the Insurer's receipt of the emailed notice shall constitute the date of notice.

In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to: Claims Management, Canada, 120 Bremner Boulevard, Suite 2200, Toronto, ON M5J 0A8 or faxing such notice to(416) 596-4197.

2. *Definitions*: For this endorsement only, the following definitions shall apply:
  - (a) "Insurer" means the "Insurer," "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
  - (b) "Notice of Claim Reporting" means "notice of claim/circumstance," "notice of loss" or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may give rise or result in loss under this policy.
  - (c) "Policy" means the policy, bond or other insurance product to which this endorsement is attached.
3. This endorsement does not apply to any Kidnap & Ransom/Extortion Coverage Section, if any, provided by this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 001**

ENDORSEMENT# 2

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(ALL COVERAGE SECTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, the **Hazardous Properties of Nuclear Material**, including but not limited to:
- (1) **Nuclear Material** located at any **Nuclear Facility** owned by, or operated by or on behalf of, the **Organization**, or discharged or dispersed therefrom; or
  - (2) **Nuclear Material** contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the **Organization**; or
  - (3) the furnishing by an **Insured** or the **Organization** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**; or
  - (4) **Claims** for damage or other injury to the **Organization** or its members which allege, arise from, are based upon, are attributed to or in any way involve, directly or indirectly, the **Hazardous Properties of Nuclear Material**.
- B. (1) which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its limit of liability; or,
- (2) with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

**"Hazardous Properties"** include radioactive, toxic or explosive properties.

**"Nuclear Facility"** means:

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for
  - (1) separating the isotopes of uranium or plutonium,
  - (2) processing or utilizing spent fuel, or
  - (3) handling, processing or packaging wastes;

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**END 002**



**ENDORSEMENT# 2** (continued)

- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material 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; and
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

**"Nuclear Material"** means source material, special nuclear material or byproduct material.

**"Nuclear Reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**"Source Material," "Special Nuclear Material,"** and **"Byproduct Material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**"Spent Fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

**"Waste"** means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any **Nuclear Facility** included within the definition of nuclear facility under paragraph (a) or (b) thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 3

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**CAPTIVE INSURANCE COMPANY EXCLUSION  
(D&O COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the D&O Coverage Section, the **Insurer** shall not be liable to make any payments for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** alleging, arising out of, based upon, or attributable to the ownership, management, maintenance and/or control by the **Organization** of any captive insurance company or entity including but not limited to **Claim(s)** alleging the insolvency or bankruptcy of the **Organization** as a result of such ownership, operation, management and control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 4**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**ADDITIONAL INSUREDS - LISTED AFFILIATES  
(SPECIFIED COVERAGE SECTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to the **Coverage Section(s)** listed below, Clause 2. Definition (r), "**Organization**" of the GENERAL TERMS AND CONDITIONS shall include the following entity(ies), which are "**Affiliates**" as defined in Clause 2. Definition (a), "**Affiliate**" of the GENERAL TERMS AND CONDITIONS, subject to each **Affiliate(s)**' respective **Continuity Date**:

**APPLICABLE COVERAGE SECTIONS:**

*D&O, EPL*

**AFFILIATE(S):**

**CONTINUITY DATE:**

*NEWFOUNDLAND PROVINCIAL COMMITTEE*

*September 1, 2010*

*MANITOBA PROVINCIAL COMMITTEE*

*September 1, 2010*

*ALBERTA PROVINCIAL COMMITTEE*

*September 1, 2010*

*NOVA SCOTIA PROVINCIAL COMMITTEE*

*September 1, 2010*

*ONTARIO PROVINCIAL COMMITTEE*

*September 1, 2010*

*PRINCE EDWARD ISLAND PROVINCIAL COMMITTEE*

*September 1, 2010*

*SASKATCHEWAN PROVINCIAL COMMITTEE*

*September 1, 2010*

*BRITISH COLUMBIA PROVINCIAL COMMITTEE*

*September 1, 2010*

*YUKON WT PAN TERRITORIAL AIR COMMITTEE*

*September 1, 2010*

*NORTHWESTERN ONTARIO ZONE COMMITTEE*

*September 1, 2010*

*L'AIR QUEBEC ET DE U VALLEE L'OUTAOUAIS*

*September 1, 2010*

*NEW BRUNSWICK PROVINCIAL COMMITTEE*

*September 1, 2010*

**ENDORSEMENT# 4** (continued)

For the purpose of the applicability of the coverage provided by this endorsement, the **Affiliate(s)** listed above and the **Organization** will be conclusively deemed to have indemnified the **Individual Insureds** of the respective **Affiliate(s)** listed above to the extent that such **Affiliate(s)** or the **Organization** is permitted or required to indemnify such **Individual Insureds** pursuant to law, common or statutory, or contract, or its charter or by-laws. The **Affiliate(s)** listed above and the **Organization** hereby agree to indemnify the **Individual Insureds** to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

Furthermore, for the purpose of the applicability of the coverage provided by this endorsement, the Insurer shall not be liable for any **Loss** in connection with any **Claim(s)**, made against any **Affiliate(s)** listed above or any **Insured(s)** thereof:

- (1) alleging, arising out of, based upon or attributable to as of such **Affiliate's** respective **Continuity Date**, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging any **Wrongful Act** which is the same or **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation; or
- (2) alleging any **Wrongful Act** occurring prior to such **Affiliates'** respective **Continuity Date**, if any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this policy.

In all events, coverage as is afforded under this endorsement with respect to a **Claim** made against each respective **Affiliate(s)** listed above or any **Individual Insureds** thereof shall only apply for **Wrongful Acts** committed or allegedly committed after the respective entity's **Continuity Date** and prior to the time that such **Affiliate(s)** ceased to be an **Affiliate**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

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**END 004**

**ENDORSEMENT# 5**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**SEVERABILITY OF THE APPLICATION ENDORSEMENT  
(FULL INDIVIDUAL SEVERABILITY; TOP 3 ORGANIZATION POSITIONS IMPUTED TO  
ORGANIZATION; NON- RESCINDABLE)  
(D&O & EPL COVERAGE SECTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that Clause 15. **REPRESENTATIONS AND SEVERABILITY** of the General Terms and Conditions is deleted in its entirety and replaced with the following:

**15. REPRESENTATIONS AND SEVERABILITY**

Solely with respect to the D&O Coverage Section and the EPL Coverage Section, the following shall apply:

In granting coverage under this policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the application for this policy (including materials submitted thereto and, if this is a renewal application, all such previous policy applications for which this policy is a renewal) as being accurate and complete. All such statements and representations are the basis of this policy and are to be considered as incorporated into this policy.

With respect to any statements, warranties and representations contained in the application, and solely with respect to the issue of whether coverage shall be afforded under this endorsement pursuant to subparagraphs (1), (2) and (3) below, no knowledge possessed by an **Individual Insured** shall be imputed to any other **Individual Insured**. However, in the event that any of the statements, warranties or representations is not accurately and completely disclosed in the application, no coverage shall be afforded for any **Claim** alleging, arising out of, based upon, attributable to or in consequence of the subject matter of any incomplete or inaccurate statements, warranties or representations with respect to the following **Insureds**:

- (1) any **Individual Insured** who knew as of the inception date of the **Policy Period** the facts that were not accurately and completely disclosed in the application;
- (2) any **Organization** to the extent it indemnifies any **Individual Insured** referenced in subparagraph (1) above; and
- (3) any **Organization** if any past or present chief executive officer, chief operating officer or chief financial officer of the **Organization** knew of such inaccurate or incomplete statements, warranties or representations,

whether or not such **Individual Insured** knew that such facts were not accurately and completely disclosed in the application.

**ENDORSEMENT# 5** (continued)

The **Insurer** shall not be entitled under any circumstances to rescind coverage under this policy with respect to any **Insured**, but such coverage will be subject to all other terms, conditions and exclusions of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 6**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION  
(D&O AND EPL COVERAGE SECTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to **Loss** as may otherwise have been covered under the D&O Coverage Section and/or the EPL Coverage Section, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** (including but not limited to any derivative or representative class actions) made against any **Insured(s)** alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly any **Sexual Misconduct**, child abuse or neglect, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person.

**"Sexual Misconduct"** means any licentious, immoral or sexual behavior, sexual abuse, sexual assault, or molestation intended to lead to or culminating in any sexual act against any individual(s).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 7**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**INDIVIDUAL INSURED(S) DEFINITION AMENDED  
(D&O Coverage Section)**

In consideration of the premium charged, it is hereby understood and agreed that coverage as is provide under the D&O Coverage Section is extended and the Definition of "**Individual Insured(s)**" in the D&O Coverage Section is amended to include the following position(s), but solely in their capacities as such and with respect to each individual's **Continuity Date** listed below:

<u>INDIVIDUAL INSURED</u>	<u>POSITION</u>	<u>CONTINUITY DATE</u>
<i>ALL INDIVIDUALS</i>	<i>BOARD OF GOVERNORS</i>	<i>September 1, 2010</i>

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the **Organization** will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the **Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Organization**. The **Organization** hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

It is further understood and agreed that only as respects any additional coverage granted by virtue of this endorsement the **Insurer** shall not be liable for any **Loss** in connection with any **Claim** made against an **Insured**:

- (1) alleging, arising out of, based upon or attributable to, as of such **Individual Insured's** respective **Continuity Date**, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation, or alleging or derived from a **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation; and
- (2) alleging any **Wrongful Act** occurring prior to each individual's respective **Continuity Date** if the **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

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**END 007**



**ENDORSEMENT# 8**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**SIDE A EXCESS LIMIT OF LIABILITY ENDORSEMENT  
(EXCESS LIMIT APPLICABLE TO NON-INDEMNIFIABLE LOSS  
UNDER THE D&O COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to coverage for **Loss** provided under the D&O Coverage Section, the policy is hereby amended as follows:

1. Item 7. of the Declarations is amended to include the following at the end thereof:
  - (e) **SIDE A EXCESS LIMIT OF LIABILITY: \$1,000,000**, excess aggregate limit of liability for all **Non-Indemnifiable Loss** solely for **Executives** of an **Organization** (including **Defence Costs**) under the D&O Coverage Section (herein the "**Side A Excess Limit of Liability**").
2. Solely for the purposes of the coverage as afforded by this endorsement, Clause 2. of the D&O Coverage Section is amended to include the following definitions at the end thereof:
  - LL(a) "**Executive**" means a past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head or committee member (of a duly constituted committee of the **Organization**).
  - LL(b) "**Non-Indemnifiable Loss**" means **Loss** for which an **Organization** has neither indemnified nor is permitted or required to indemnify an **Executive** of an **Organization** pursuant to law or contract or the charter, bylaws, operating agreement or similar document of an **Organization**.
3. In Clause 5. **LIMIT OF LIABILITY** of the General Terms and Conditions, paragraph (a) is deleted in its entirety and replaced with the following:
  - (a) With respect to all **Coverage Sections**, other than the Crime Coverage Section, the following shall apply:

**POLICY AGGREGATE LIMIT OF LIABILITY (FOR ALL LOSS UNDER THIS POLICY  
COMBINED - INCLUDING DEFENCE COSTS)**

The **Policy Aggregate Limit of Liability** stated in Item 7(a) of the Declarations is the maximum limit of the **Insurer's** liability for all **Loss** (other than **Non-Indemnifiable Loss** covered under the **Side A Excess Limit of Liability**) under all **Coverage Sections** combined, arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable); provided, however, the **Policy Aggregate Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** for the **Policy Period**. Further, a **Claim** which is made subsequent to the **Policy Period** or **Discovery Period**, shall also be subject to the **Policy Aggregate Limit of Liability** stated in Item 7(a) of the Declarations and subject to the applicable **Separate Limit of Liability**, if any.

If **Separate Limits of Liability** are stated in Item 3 of the Declarations, then

each such **Separate Limit of Liability** shall be the maximum limit of the **Insurer's** liability for all **Loss** (other than **Non-Indemnifiable Loss** covered under the **Side A Excess Limit of Liability**) arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable) with respect to the applicable **Coverage Section** as stated on the Declarations; provided, however, the **Separate Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Separate Limit of Liability** for the **Policy Period**. The **Separate Limits of Liability** shall be part of and not in addition to the **Policy Aggregate Limit of Liability** for all **Loss** under this policy and shall in no way serve to increase the **Policy Aggregate Limit of Liability** as therein stated.

If **Shared Limits of Liability** are stated in Item 3 of the Declarations, then each such **Shared Limit of Liability** shall be the maximum limit of the **Insurer's** liability for all **Loss** (other than **Non-Indemnifiable Loss** covered under the **Side A Excess Limit of Liability**) arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable) with respect to all **Coverage Sections** for which such **Shared Limit of Liability** is applicable, as indicated on the Declarations; provided, however, with respect to all **Coverage Sections** that have a **Shared Limit of Liability**, the **Shared Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Shared Limit of Liability** for the **Policy Period**. Any **Shared Limit of Liability** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** for all **Loss** under this policy and shall in no way serve to increase the **Policy Aggregate Limit of Liability** as therein stated.

The **Side A Excess Limit of Liability** stated in Item 7(e) of the Declarations, as set forth by paragraph 1. of this endorsement above, is the aggregate limit of the **Insurer's** liability under the D&O Coverage Section excess of: (i) any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the D&O Coverage Section; and (ii) any coverage for **Loss** (whether or not **Non-Indemnifiable Loss**) under any policy of insurance specifically written as excess over any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the D&O Coverage Section, for all **Non-Indemnifiable Loss** under the D&O Coverage Section arising out of all **Claims** first made against the **Executive** of an **Organization** during the **Policy Period** or the **Discovery Period** (if applicable). The **Side A Excess Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Side A Excess Limit of Liability** for the **Policy Period**. The **Side A Excess Limit of Liability** shall be in addition to the **Policy Aggregate Limit of Liability** and any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the D&O Coverage Section.

It is agreed that the **Insurer's** liability to pay **Non-Indemnifiable Loss** shall only attach to the **Side A Excess Limit of Liability** after:

- (a) the full amount of any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the D&O Coverage Section has been exhausted due to **Loss** paid thereunder; and
- (b) any coverage for **Loss** (whether or not **Non-Indemnifiable Loss**) under any policy of insurance specifically written as excess over any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the D&O Coverage Section has been exhausted by reason of loss(es) paid thereunder.

**ENDORSEMENT# 8** (continued)

The **Side A Excess Limit of Liability** provided by this endorsement shall "drop down" (continue in force as primary insurance) only in the event of (a) and (b) above and shall not drop down for any other reason.

Further, a **Claim** which is made subsequent to the **Policy Period** or **Discovery Period** (if applicable) which pursuant to Clause 7(b) or 7(c) of these General Terms and Conditions is considered made during the **Policy Period** or **Discovery Period**, shall also be subject to the **Policy Aggregate Limit of Liability** and subject to any applicable **Separate Limit of Liability, Shared Limit of Liability** or **Side A Excess Limit of Liability**.

**Defence Costs** are not payable by the **Insurer** in addition to the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability, Shared Limit of Liability** or **Side A Excess Limit of Liability**. **Defence Costs** are part of **Loss** and as such are subject to the **Policy Aggregate Limit of Liability** for **Loss** and any applicable **Separate Limit of Liability, Shared Limit of Liability** or **Side A Excess Limit of Liability**. Amounts incurred for **Defence Costs** shall be applied against the Retention.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 9**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**COMMISSIONS EXCLUSION  
(ALL COVERAGE SECTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that, with respect to all Coverage Sections, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to:

- (i) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or "affiliates" (as that term is defined in The Securities Exchange Act of 1934, or any similar federal, provincial, territorial, or foreign regulation, rule or statute regulating securities including any officers, directors, agents, owners, partners, representatives, principal shareholders or employees) of any customers of the **Organization** or any members of their family or any entity with which they are affiliated; or
- (iii) political contributions, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 10**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**NOT-FOR-PROFIT RISK PROTECTOR AMENDATORY ENDORSEMENT  
(NO BI/PD EXCLUSION AMENDMENT)  
(D&O, EPL & FLI COVERAGE SECTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions, D&O Coverage Section (if purchased), EPL Coverage Section (if purchased) and FLI Coverage Section (if purchased) of this policy are amended as follows:

**I. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

1. In Clause 2. "DEFINITIONS" of the General Terms and Conditions, Paragraphs (a), (r) and (s) are deleted in their entirety and replaced with the following:
  - (a) "**Affiliate**" shall mean any organization, other than a **Subsidiary**, which:
    - (1) the **Named Organization** or any **Subsidiary** controls or otherwise has the ability to direct the financial or managerial decisions of such entity, whether through the operation of law, contract or agreement, stock ownership or membership, charter, articles of incorporation, or by-law provisions; or
    - (2) is granted by contract the right to control the financial or managerial decisions of the **Named Organization** or any **Subsidiary**;  
provided, however, such coverage as may be provided under this policy for any organization described in subparagraphs (1) and (2) above shall be limited solely to **Wrongful Acts** occurring in the course of the exercise of such control of financial or managerial decisions.
  - (r) "**Organization**" means: (1) the **Named Organization**; (2) any **Subsidiary** thereof; (3) any **Affiliate** thereof listed by endorsement to this policy; and (4) the debtor-in-possession (or equivalent status outside the United States) in the event a bankruptcy proceeding shall be instituted voluntarily by or involuntarily against any of the foregoing entities.
  - (s) "**Outside Entity**" means:
    - (i) any not-for-profit organization; or
    - (ii) any other organization listed as an "**Outside Entity**" by an endorsement to this policy.
2. Clause 2. "DEFINITIONS" of the General Terms and Conditions is further amended to include the following definition at the end thereof:

NF(a) "**Cleanup Costs**" means expenses (including but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up,

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**ENDORSEMENT# 10** (continued)

removing, containing, treating, neutralizing, detoxifying or assessing the effects of **Pollutants**.

3. In Clause 4. "EXCLUSIONS" of the General Terms and Conditions, Exclusion (e) is deleted in its entirety and replaced with the following:

(e) for: (i) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, including, but not limited to, a **Claim** alleging damage to the **Organization** or its members; provided, however, this exclusion shall not apply to **Non-Indemnifiable Loss**, other than **Non-Indemnifiable Loss** constituting **Cleanup Costs**;

4. In Clause 7. "NOTICE/CLAIM REPORTING PROVISIONS" of the General Terms and Conditions, subparagraph 7(1)(a) is deleted in its entirety and replaced with the following:

The **Insureds** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice to the **Insurer** of any **Claim** made against an **Insured** or any **Crisis Management Event** (as defined in the D&O Coverage Section) as soon as practicable after the **Organization's** Risk Manager or General Counsel (or equivalent position) first becomes aware of the **Claim**; or (ii) the **Crisis Management Event** commences, but in all events a **Claim** must be reported no later than either:

- (1) anytime during the **Policy Period** or during the **Discovery Period** (if applicable); or  
(2) within ninety (90) days after the end of the **Policy Period** or the **Discovery Period** (if applicable).

**II. AMENDMENTS TO THE D&O COVERAGE SECTION**

1. In Clause 3. "EXCLUSIONS" of the D&O Coverage Section, Exclusions (a), (c) and (e) are deleted in their entirety and replaced with the following:

(a) arising out of, based upon or attributable to the committing of any deliberate criminal or deliberate fraudulent act if any final adjudication establishes that such criminal or deliberate fraudulent act was committed

(The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of this exclusion.)

(c) which is brought by or on behalf of the **Organization** against any **Individual Insured**; provided, however, this exclusion shall not apply to: (1) any derivative **Claim** made on behalf of the **Organization** by a member, an attorney general or any other such representative party if such action is brought and maintained independently of and without the solicitation of or assistance of, or active participation of or intervention of any **Individual Insured** or the **Organization** or any **Affiliate** thereof; or (2) in any bankruptcy proceeding by or against an **Organization**, to any **Claim** brought by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such **Organization**;

**ENDORSEMENT# 10** (continued)

- (e) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of an **Insured** under any express contract or agreement; provided, however, that this exclusion shall not apply to:
  - (i) to the extent that any liability does not arise from such express contract or agreement; or
  - (ii) **Loss constituting Defence Costs of Individual Insureds;**
- 2. Clause 5. "DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)" of the D&O Coverage Section is deleted in its entirety and replaced with the following:

**5. DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING ADVANCEMENT OF DEFENCE COSTS)**

The **Insurer** does not assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them.

Notwithstanding the foregoing, the **Insureds** shall have the right to tender the defence of the **Claim** to the **Insurer**, which right shall be exercised in writing by the **Named Organization** on behalf of all **Insureds** to the **Insurer** pursuant to the notice provisions of Clause 7 of the General Terms and Conditions. This right shall terminate if not exercised within thirty (30) days of the date the **Claim** is first made against an **Insured**. Further, from the date the **Claim** is first made against an **Insured** to the date when the **Insurer** accepts the tender of the defence of such **Claim**, the **Insureds** shall take no action, or fail to take any required action, that prejudices the rights of any **Insured** or the **Insurer** with respect to such **Claim**. Provided that the **Insureds** have complied with the foregoing, the **Insurer** shall be obligated to assume the defence of the **Claim**, even if such **Claim** is groundless, false or fraudulent. The assumption of the defence of the **Claim** shall be effective upon written confirmation sent thereof by the **Insurer** to the **Named Organization**. Once the defence has been so tendered, the **Insured** shall have the right to effectively associate with the **Insurer** in the defence and the negotiation of any settlement of any **Claim**, subject to the provisions of this Clause 5; provided, however, the **Insurer** shall not be obligated to defend such **Claim** after the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or **Shared Limit of Liability** have been exhausted.

When the **Insurer** has not assumed the defence of a **Claim** pursuant to this Clause 5, the **Insurer** nevertheless shall advance, at the written request of the **Insured**, **Defence Costs** prior to the final disposition of a **Claim**. Such advanced payments by the **Insurer** shall be repaid to the **Insurer** by each and every **Insured** or the **Organization**, severally according to their respective interests, in the event and to the extent that any such **Insured** or the **Organization** shall not be entitled under the terms and conditions of this D&O Coverage Section to payment of such **Loss**.

The **Insurer** shall have the right to fully and effectively associate with each and every **Insured** in the defence of any **Claim** that appears reasonably likely to involve the **Insurer**, including, but not limited to,

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**ENDORSEMENT# 10** (continued)

negotiating a settlement. Each and every **Insured** agrees to provide such information as the **Insurer** may reasonably require and to give the **Insurer** full cooperation, including:

- (a) cooperating with and helping the **Insurer**:
  - (i) in making settlements, subject to subparagraph 5(b) below;
  - (ii) in enforcing any legal rights the **Insured** may have against anyone who may be liable to the **Insured**;
  - (iii) by attending depositions, hearings and trials; and
  - (iv) by securing and giving evidence, and obtaining the attendance of witnesses; and
- (b) taking such actions which, in such **Insured's** judgment, are deemed necessary and practicable to prevent or limit **Loss** arising from any **Wrongful Act**.

Additionally, the **Insured** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defence Costs** without the prior written consent of the **Insurer**. If the **Insured** admits or assumes any liability in connection with any **Claim** without the consent of the **Insurer**, then the **Insurer** shall not have any obligation to pay **Loss** with respect to such **Claim**. Only those settlements, stipulated judgments and **Defence Costs** which have been consented to by the **Insurer** shall be recoverable as **Loss** under the terms of this D&O Coverage Section. The **Insurer** shall not unreasonably withhold any consent required under this D&O Coverage Section, provided that the **Insurer**, when it has not assumed the defence of a **Claim** pursuant to this Clause 5, shall be entitled to effectively associate in the defence and the negotiation of any settlement of any **Claim**, and provided further that in all events the **Insurer** may withhold consent to any settlement, stipulated judgment or **Defence Costs**, or any portion thereof, to the extent such **Loss** is not covered under the terms of this D&O Coverage Section. In addition, the **Insured** shall not take any action, without the **Insurer's** written consent, which prejudices the **Insurer's** rights under this D&O Coverage Section.

This Clause 5 shall not be applicable to **Crisis Management Loss**. Nevertheless, the **Insurer** does not, under this policy, assume any duty to defend.

**III. AMENDMENTS TO THE EPL COVERAGE SECTION**

- 1. In Clause 2. "DEFINITIONS" of the EPL Coverage Section, Paragraphs (a) and (d) are deleted in their entirety and replaced with the following:
  - (a) "**Claim**" means:
    - (i) a written demand for monetary or non-monetary relief (including any request to toll or waive any statute of limitations);
    - (ii) a civil, criminal, administrative, regulatory or arbitration proceeding for monetary or non-monetary relief which is commenced by:

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**END 010**



**ENDORSEMENT# 10** (continued)

- (1) issuance of a notice of action, statement of claim, writ of summons, complaint or similar pleading;
  - (2) return of an indictment, laying of an information, the filing of a notice of charges or the issuance or filing of a similar legal document (in the case of a criminal proceeding); or
  - (3) receipt or filing of a notice of charges; or
- (iii) an administrative or regulatory investigation when conducted by the Human Rights Commission or Tribunal, Equal Employment Opportunity Commission ("EEOC") or Office of Federal Contract Compliance Program ("OFCCP"), or similar state, provincial, territorial, local or foreign agency, which is commenced by the filing of a notice of charges, service of a writ of summons or complaint, statement of claim, petition or similar document of which notice has been given to the **Insured**.

However, in no event shall the term "**Claim**" include any labour or grievance proceeding which is subject to a collective bargaining agreement.

- (d) "**Employment Practices Violation**" means any actual or alleged:
- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
  - (2) harassment (including sexual harassment, whether "quid pro quo", hostile work environment or otherwise);
  - (3) discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, or disability);
  - (4) Retaliation;
  - (5) employment-related misrepresentation(s) to an **Employee** or applicant for employment with the **Organization**;
  - (6) employment-related libel, slander, humiliation, defamation or invasion of privacy;
  - (7) wrongful failure to employ or promote;
  - (8) wrongful deprivation of career opportunity with the **Organization**, wrongful demotion or negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an **Employee** reference;
  - (9) wrongful discipline;
  - (10) failure to grant tenure or practice privileges;
  - (11) failure to provide or enforce adequate or consistent **Organization** policies or procedures relating to any **Employment Practices Violation**;

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**END 010**

**ENDORSEMENT# 10** (continued)

(12) with respect to any of the foregoing items (1) through (11) of this definition: negligent hiring, retention, training or supervision, infliction of emotional distress or mental anguish, failure to provide or enforce adequate or consistent corporate policies and procedures, or violation of an individual's civil rights;

but only if the **Employment Practices Violation** relates to an **Individual Insured**, or applicant for employment with the **Organization** or an **Outside Entity**, whether committed directly, indirectly, intentionally or unintentionally.

2. In Clause 3. "EXCLUSIONS" of the EPL Coverage Section, Exclusion (b) is deleted in its entirety and replaced with the following:

(b) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of an **Insured** under any express contract or agreement; provided, however, that this exclusion shall not apply to (1) liability which would have attached in the absence of such express contract or agreement; or (2) **Loss** constituting **Defence Costs**.

3. In Clause 4. "DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)" of the EPL Coverage Section the last paragraph is deleted in its entirety and replaced with the following:

Furthermore, in the event the **Insureds** do not consent to the first **Settlement Opportunity** within the time prescribed above, then, subject to the **Policy Aggregate Limit of Liability** and **Separate Limit of Liability** or **Shared Limit of Liability**, if any, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed: (1) the amount for which the **Insurer** could have settled such **Claim** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer** ("**Settlement Opportunity Amount**"), plus (2) 70% of covered **Loss** in excess of such **Settlement Opportunity Amount**, it being a condition of this insurance that the remaining 30% of such **Loss** excess of the **Settlement Opportunity Amount** shall be carried by the **Organization** and the **Insureds** at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the **Settlement Opportunity Amount** exceeds the applicable Retention amount stated in Item 3 of the Declarations.

**IV. AMENDMENTS TO THE FLI COVERAGE SECTION**

1. In Clause 2. "DEFENSE AGREEMENTS" of the FLI Coverage Section, paragraph (c), "GENERAL PROVISIONS" is deleted in its entirety and replaced with the following:

(c) **GENERAL PROVISIONS (applicable to 2(a) and 2(b) above)**

The **Insurer** shall advance **Defence Costs** prior to the final disposition of a **Claim**, subject to the other provisions of this policy. Such advance payments by the **Insurer** shall be repaid to the **Insurer** by the **Insureds**, severally according to their respective interests, in the event and to the extent that the **Insureds** shall not be entitled under the terms and conditions of this policy to payment of such **Loss** under the terms of this FLI Coverage Section.

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**END 010**

**ENDORSEMENT# 10** (continued)

The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defence Costs** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Defence Costs** which have been consented to in writing by the **Insurer** shall be recoverable as **Loss** under the terms of this FLI Coverage Section.

The **Insureds** shall give the **Insurer** full cooperation and such information as the **Insurer** may reasonably require.

Selection of counsel to defend the **Claim** made against the **Insureds** shall be governed by Clause 6 of this FLI Coverage Section (if applicable).

2. In Clause 4. "EXCLUSIONS" of the FLI Coverage Section, paragraph (c) is deleted in its entirety and replaced with the following:
  - (c) for failure to fund a **Plan** in accordance with **Employee Benefit Law** or the **Plan** instrument or the failure to collect contributions owed to the **Plan**; provided, however, this exclusion shall not apply to: (1) **Defence Costs**; or (2) the portion of **Loss** that is payable as a personal obligation of an **Individual Insured**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 11**

This endorsement, effective at *12:01 am July 1, 2024* forms a part of  
Policy number *01-274-01-48*  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

By: *AIG Insurance Company of Canada*  
Product Name: *Not For Profit Risk Protector*

**CONDUCT EXCLUSIONS  
(NON-APPEALABLE FINAL ADJUDICATION)  
(D&O AND EPL COVERAGE SECTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause 3. **EXCLUSIONS** of the **D&O Coverage Section**, paragraph (a) is deleted in its entirety and replaced with the following:

(a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any final, non-appealable adjudication establishes that such criminal or deliberate fraudulent act was committed;

[The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of this exclusion.]

2. In Clause 3. **EXCLUSIONS** of the **EPL Coverage Section**, paragraph (a) is deleted in its entirety and replaced with the following:

(a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any final, non-appealable adjudication establishes that such criminal or deliberate fraudulent act was committed;

[The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of the foregoing exclusion.]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 011**

**ENDORSEMENT# 12**

This endorsement, effective at *12:01 am July 1, 2024* forms a part of  
Policy number *01-274-01-48*  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

By: *AIG Insurance Company of Canada*

**CANADIAN CRIME CODE SECTION 217.1 (BILL C-45) DEFENCE COSTS  
COVERAGE FOR INDIVIDUAL INSURED**

1. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of "**Loss**" is amended by adding the following at the end thereof:

**Loss** shall also mean **Canadian Criminal Code 217.1 Defence Costs**, provided they arise out of a **Claim**.

2. Exclusion (d) of the **General Terms and Conditions** is deleted and replaced with the following:

(d) alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly, **Bodily Injury** or **Property Damage**; provided, however, that with respect to the FLI Coverage Section only, this exclusion shall not apply to **Defense Costs** incurred in the defense of a **Claim** alleging a **Breach of Fiduciary Duty**; provided, however, this exclusion shall not apply to **Canadian Criminal Code 217.1 Defence Costs**;

As used in this endorsement, "**Canadian Criminal Code 217.1 Defence Costs**" means **Defence Costs** incurred by an **Individual Insured** that result solely from the investigation, adjustment, defence and/or appeal of a **Claim** against an **Organization** for violation of Section 217.1 in the Criminal Code of Canada or of any similar provision of any criminal code in any jurisdiction.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 012**

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**ENDORSEMENT# 13**

This endorsement, effective at *12:01 am July 1, 2024* forms a part of  
Policy number *01-274-01-48*  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

By: *AIG Insurance Company of Canada*  
Product Name: *Not For Profit Risk Protector*

**STATUTORY ENDORSEMENT COVERAGE  
(D&O and EPL Coverage Sections)**

In consideration of the premium charged, and solely with respect to the coverage afforded by this policy for any **Claims** with respect to any entity created, located or formed or incorporated in Canada, it is hereby understood and agreed that the coverage as is afforded by the D&O and EPL Coverage Sections of this policy is extended to a **Statutory Claim** as defined below, subject to the terms, conditions and exclusions of this endorsement and policy.

**Coverage A: Directors, Officers or Trustees Insurance**

This policy shall pay the **Loss** of each and every **Executive** of the **Organization** arising from a **Statutory Claim** first made against the **Executives** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of the D&O and EPL Coverage Sections of this policy for any actual or alleged **Wrongful Act** in their respective capacities as **Executive(s)** of the **Organization**, except when and to the extent that the **Organization** has indemnified the **Executive(s)**. The **Insurer** shall advance **Defence Costs** of the **Statutory Claim** prior to its final disposition.

**DEFINITIONS**

It is further understood and agreed that solely with respect to the coverage afforded by this endorsement for a **Statutory Claim(s)**, Clause 2. **DEFINITIONS** of the D&O and EPL Coverage Sections are amended with the following:

- (a) **Claim** is deleted in its entirety and replaced with the following:
- (1) any demand, action, proceeding or investigation by the Minister of National Revenue, against an **Executive** arising out of, based upon or attributable to the failure to deduct, withhold, or remit tax from a payment of salary or wages of an **Employee**;
  - (2) any demand, action, proceeding, or investigation by an **Employee** against a **Executive**.

- (b) **Employee** is deleted in its entirety and replaced with the following:

**Employee** means a person in receipt of or entitled to wages for labour or services performed for the **Organization**. **Employee** shall not include an independent contractor or an employee who is on probation.

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**END 013**

**ENDORSEMENT# 13** (continued)

- (c) **Loss** is amended to include the following paragraphs:
- (1) For the purposes of a **Statutory Claim** arising from the **Insured's** failure to deduct, withhold or remit tax, unemployment insurance contributions, or pension plan contributions from a payment of salary or wages of the **Organization's Employees**, **Loss** shall mean:
    - (i) taxes and related penalties and interest actually assessed against the **Insured** pursuant to the Income Tax Act, R.S.C. 1985 (5th Supp.);
    - (ii) any amount including related penalties and interest assessed against the Insured pursuant to the Unemployment Insurance Act, R.S.C. 1985, c. U-1;
    - (iii) any amount including related penalties and interest assessed against the Insured pursuant to the Canada Pension Plan, R.S.C. 1985, c. 8.
  - (2) For the purposes of a **Statutory Claim** arising from the Insured's failure to pay wages of the **Organization's Employees** properly due and owing, **Loss** shall mean any amount constituting wages pursuant to the Canada Business Corporations Act, R.S.C. 1985, c. C-44 and the Business Corporations Act, R.S.O. 1990, c. B.16, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law.
- (d) The following definitions shall be added to the end thereof:
- (aa) **Executives** means directors, officers, trustees, and *de facto* directors, officers or trustees of the **Organization**.
  - (bb) **Statutory Claim** means a **Claim** made against the **Insured** which alleges a violation of the Income Tax Act, R.S.C 1985, c. C.1 (5th supp.), the Canada Business Corporations Act, R.S.C. 1985, c. C-44, the Business Corporations Act, R.S.O. 1990, c. B.16, the Unemployment Insurance Act, R.S.C. 1985, c. U-1, or the Canada Pension Plan, R.S.C. 1985, c. 8, the regulations promulgated thereunder and amendments thereto or any similar provisions of any provincial law, alleging, arising out of, based upon or attributable to:
    - (1) the failure to deduct, withhold or remit tax from a payment of salary or wages of the **Organization's Employees**;
    - (2) the failure to deduct, withhold or remit unemployment insurance contributions from a payment of salary or wages of the **Organization's Employees**;
    - (3) the failure to deduct, withhold or remit pension plan contributions from a payment of salary or wages of the **Organization's Employees**;
    - (4) the failure to pay wages of the **Organization's Employees** properly due and owing.

**EXCLUSIONS**

It is further understood and agreed that for the purposes of this endorsement, exclusion 4(c) of the **General Terms and Conditions** is deleted in its entirety and replaced with the following:

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**END 013**

- (c) "alleging, arising out of, based upon or attributable to any pending or prior litigation as of *September 1, 2010*, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation."

**SUBROGATION**

Clause 10 of the **General Terms and Conditions** is deleted in its entirety and replaced with the following:

In no event shall the coverage afforded by this endorsement be extended to grant coverage to the **Organization**.

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

It is agreed and accepted that the **Insured** expressly grants the Insurer the right of subrogation to bring suit against the **Organization** for any payments that the **Insurer** has made under this endorsement.

It is further agreed and accepted that the **Organization** will indemnify the **Insured** and save the **Insured** harmless from **Loss** alleging, arising out of, based upon or attributable to a **Statutory Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 013**



**ENDORSEMENT# 14**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**EXTRADITION COVERAGE  
(D&O COVERAGE SECTION)**

In consideration of the premium charged, it is understood and agreed that, solely with respect to such coverage as is provided by the **D&O Coverage Section**, and solely where permitted by law, the **General Terms and Conditions** and **D&O Coverage Section** is amended as follows:

1. Clause 2. **DEFINITIONS**, paragraph (a)("Claim") of the **D&O Coverage Section** is amended by appending the following to the end thereof:

"Claim" also means any:

- (a) official request for **Extradition** of any **Individual Insured**; or
- (b) the execution of a warrant for the arrest of an **Individual Insured** where such execution is an element of **Extradition**.

2. Clause 2. **DEFINITIONS**, paragraph (f)("Defense Costs") of the **General Terms and Conditions** is amended by appending the following to the end thereof:

"Defense Costs" also means reasonable and necessary fees, costs and expenses incurred through legal counsel and consented to by the **Insurer** resulting from an **Individual Insured** lawfully:

- (a) opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of that **Individual Insured**; or
- (b) appealing any order or other grant of **Extradition** of that **Individual Insured**.

3. Clause 2. **DEFINITIONS** of the **D&O Coverage Section** is amended by appending the following to the end thereof:

"Extradition" means any formal process by which an **Individual Insured** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

4. Clause 6. **PRE-AUTHORIZED DEFENSE ATTORNEYS** of the **D&O Coverage Section** does not apply to **Defense Costs** solely relating to **Extradition**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 15**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

**ORGANIZATION PATENT EXCLUSION  
(D&O COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under Coverage C "ORGANIZATION ENTITY COVERAGE" of the D&O Coverage Section, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against an **Organization** alleging, arising out of, based upon or attributable to or any actual or alleged infringement of any patent.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT# 16**

This endorsement, effective *12:01 am July 1, 2024* forms a part of  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

by *AIG Insurance Company of Canada*

It is agreed that:

**RELIANCE UPON OTHER CARRIER'S APPLICATION/WARRANTY**

In granting coverage under this policy, it is agreed that the Insurer has relied upon the statements and representations contained in:

- (i) the below referenced application (including materials submitted thereto and, if such application is a renewal application all such previous policy applications, and their attachments and materials, for which this policy is a renewal or succeeds in time), and
- (ii) any warranty(ies) provided by the Insureds in connection with any policy for which this policy is a renewal or succeeds in time

as being accurate and complete.

It is further understood and agreed that the Named Insured and the Insureds warrant and represent to the Insurer that the statements and representations made in such application and/or warranty(ies) were accurate on the date such representations and statement were so given and that in connection therewith the Insureds hereby reaffirm each and every statement made in the application and/or warranty(ies) to the below referenced carrier as accurate as of the below referenced date as if it was made to the Insurer on such date. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

<u>TYPE OF POLICY APPLICATION</u>	<u>CARRIER</u>	<u>DATE SIGNED</u>
<i>Renewal Proposal Form for Non-profit Organization</i>	<i>Great American Insurance Group</i>	<i>July 22, 2013</i>

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 016**

**ENDORSEMENT# 17**

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

forms a part of

By: *AIG Insurance Company of Canada*

**CYBER EXCLUSION  
(D&O COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to Clause 1. INSURING AGREEMENTS, COVERAGE C: ORGANIZATION ENTITY COVERAGE of the **D&O Coverage Section**, the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against an **Organization** for a **Security Failure** or **Privacy Event**. Notwithstanding the foregoing, this exclusion shall not apply to:

- (1) **Claims** brought by a bond holder of the **Organization** with respect to such bond holder's interest in bond debt of the **Organization**; and
- (2) if provided by endorsement, **HIPAA Penalties**, subject to the **HIPAA Penalties Sublimit of Liability**.

The following definitions apply to this endorsement:

**"Computer System"** means any (1) computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices (including, without limitation, wireless and mobile devices), and are under the ownership, operation or control of, or leased by, an **Organization**; or (2) "cloud computing" or other hosted resources operated by a third party service provider for the use of, or on behalf of, an **Organization**.

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**END 017**

**ENDORSEMENT# 17** (Continued)

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

forms a part of

By: *AIG Insurance Company of Canada*

**“Confidential Information”** means any personally identifiable information or other third party information in an **Organization’s** care, custody or control or for which an **Organization** is legally responsible, including, but not limited to:

- (1) information from which an individual may be uniquely and reliably identified or contacted, including, without limitation, an individual’s name, address, telephone number, social security number or social insurance number, account relationships, account numbers, account balances, account histories and passwords;
- (2) information concerning an individual that would be considered “personal information” within the meaning of the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 (PIPEDA), or “nonpublic personal information” within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) (as amended) and its implementing regulations, or protected personal information under any similar federal, provincial, territorial, state, local or foreign law;
- (3) information concerning an individual that would be considered “personal health information”, “protected health information” or “electronic protected health information” within PIPEDA, the Ontario Personal Health Information Protection Act, S.O. 2004, c.3, the U.S. Health Insurance Portability and Accountability Act of 1996 (as amended) (HIPAA) or the U.S. Health Information Technology for Economic and Clinical Health Act (HITECH Act), and their implementing regulations, or protected health-related information under any similar federal, provincial, territorial, state, local or foreign law;
- (4) information concerning an individual that would be considered “personal data” or “sensitive personal data” within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) and any amendments thereto;
- (5) information used for authenticating customers for normal business transactions; or
- (6) any third party’s trade secrets, data, designs, interpretations, forecasts, formulas, methods, practices, processes, records, reports or other item of information that is not available to the general public.

**“Privacy Event”** means any failure to protect **Confidential Information** (whether by “phishing,” other social engineering technique or otherwise) including, without

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**END 017**

**ENDORSEMENT# 17** (Continued)

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

forms a part of

By: *AIG Insurance Company of Canada*

limitation, that which could result in an identity theft or other wrongful emulation of the identity of an individual or corporation, or any failure to disclose such an event in violation of any **Security Breach Notice Law**.

**“Security Breach Notice Law”** means any federal, provincial, territorial, state, local or foreign statute or regulation that requires an entity collecting or storing **Confidential Information** to provide notice of any actual or potential unauthorized access by others to such **Confidential Information**.

**“Security Failure”** means a failure or violation of the security of a **Computer System** including, without limitation, that which results in or fails to mitigate any unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code. **Security Failure** includes any such failure or violation, resulting from the theft of a password or access code from an **Insured’s** premises, the **Computer System**, or an officer, director or employee of an **Organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 017**

**ENDORSEMENT# 18**

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

forms a part of

By: *AIG Insurance Company of Canada*

**CONFIDENTIAL INFORMATION EXCLUSION  
(EPL COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to the **EPL Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

(a) for any violation of a **Data Privacy Law**; or

(b) alleging, arising out of, based upon or attributable to any:

(i) failure to protect **Confidential Information**;

(ii) wrongful access, obtainment, collection, disclosure, destruction, processing, profiling, retention, sale, sharing, storage, or use of **Confidential Information**;  
or

(iii) failure to comply with those parts of an **Organization's** privacy policy that relate to the manner in which an **Organization** accesses, obtains, collects, discloses, destroys, processes, retains, protects, sells, shares, stores, uses, or provides access to, **Confidential Information**;

provided, however, that the foregoing subparagraph (b) shall not apply to the extent that a **Claim** is for an **Employment Practices Violation**, other than employment-related misrepresentation(s) to or employment-related invasion of privacy of an **Employee** of or an applicant for employment with an **Organization** or an **Outside Entity** as described in subparagraphs (5) and (6), respectively, of the definition of **Employment Practices Violation**.

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**END 018**

**ENDORSEMENT# 18** (Continued)

This endorsement, effective at 12:01AM July 01, 2024 forms a part of  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

By: *AIG Insurance Company of Canada*

With respect to **Loss** in connection with a **Claim** including both allegations that are excluded from coverage by this endorsement and allegations that are otherwise covered by this policy, the **Insureds** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the amounts as between such uncovered and covered allegations.

For purposes of this endorsement, the following definitions shall apply:

**“Confidential Information”** means any information relating to an identified or identifiable individual or household including, without limitation, information from which an individual may be uniquely and reliably identified or contacted. **Confidential Information** includes, but is not limited to, biometric information, biometric identifiers, or biometric data.

**“Data Privacy Law”** means:

- (1) the Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the General Data Protection Regulation ((EU) 2016/679 (GDPR)), the New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act), Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and any rules or regulations of the foregoing promulgated thereunder and amendments thereto, or any similar federal, provincial, territorial, state, local or foreign law or amendment to a law; or
- (2) that part of any federal, provincial, territorial, state, local or foreign law governing or relating to the access, obtainment, collection, disclosure, destruction, processing, retention, protection, profiling, sale, sharing, storage, or use of **Confidential Information**.

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**END 018**



**ENDORSEMENT# 18** (Continued)

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 018**

ENDORSEMENT# 19

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
Issued to: THE AIR CADET LEAGUE OF CANADA

forms a part of

By: *AIG Insurance Company of Canada*

**SEPARATE RETENTION FOR CLAIMS BY  
HIGHLY COMPENSATED EMPLOYEES  
(EPL COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that Clause 6. **RETENTION/DEDUCTIBLE CLAUSE** of the **General Terms and Conditions** is amended by adding the following paragraph at the end thereof:

Solely with respect to the **EPL Coverage Section**, the following shall apply:

Notwithstanding the foregoing, with regard to any **Highly Compensated Employee Claim**, the **Insurer** shall only be liable for the amount of **Loss** arising from such **Highly Compensated Employee Claim** which is in excess of a Retention amount of \$100,000 such Retention amount to be borne by the **Named Organization** and/or the **Insureds** and shall remain uninsured, with regard to: (i) all **Indemnifiable Loss**; and (ii) **Loss** of the **Named Organization**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Related Wrongful Acts**. In the event a **Claim** triggers more than one applicable retention amount, only the highest such amount shall apply, which amount shall apply to all **Loss** under such **Claim**.

As used in the endorsement, the term “**Highly Compensated Employee Claim**” means any **Claim** brought by or on behalf of any **Employee** or **Individual Insured** whose annualized base salary, at the time the **Wrongful Acts** alleged in the **Highly Compensated Employee Claim** are alleged to have occurred, was \$150,000 or more.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 019**

**ENDORSEMENT# 20**

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

forms a part of

By: *AIG Insurance Company of Canada*

**LOSS DEFINITION AMENDED  
(EPL COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS** of the **EPL Coverage Section**, the first paragraph of the definition of “**Loss**” is deleted and replaced with the following:

- (f) “**Loss**” means damages (including front pay and back pay), judgments (including pre-judgment and post-judgment interest on that part of any covered judgment paid under this **Coverage Section**), settlements, statutory attorneys’ fees and **Defense Costs**; however, **Loss** shall not include: (1) any amount for which the **Insureds** are not financially liable or which are without legal recourse to the **Insureds**; (2) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than a **Termination Loss Differential**; (3) civil or criminal fines or penalties; (4) taxes or tax penalties (whether imposed by federal, state, local or other governmental authority); (5) any liability or costs incurred by any **Insured** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to a **Claim**; (6) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed. **Defense Costs** shall be provided for items specifically excluded from **Loss** pursuant to subparagraphs (1)-(6) above of this Definition, subject to the other terms, conditions and exclusions of this policy.

It is further understood and agreed that, solely for the purposes of the coverage afforded by this endorsement, the following definition shall be added to Clause 2. **DEFINITIONS**:

**Termination Loss Differential** means that portion of **Loss** which an **Insured** is legally obligated to pay pursuant to Canadian common law as a result of wrongful termination of an **Employee** who is employed pursuant to an implied and not a written contract or agreement, but only to

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**END 020**

**ENDORSEMENT# 20** (Continued)

This endorsement, effective at 12:01AM July 01, 2024  
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the extent of the amount by which the **Loss** exceeds:

- (1) the minimum amount payable under applicable statutory law; and
- (2) any amounts equal to what the **Insured** has offered to pay and/or paid to the claimant as pay in lieu of notice or as payment in any way related to the **Insured's** termination obligations to the **Employee** prior to the **Claim** being first made.

It is a condition precedent to the coverage provided for **Termination Loss Differential** that any offer to pay or payment made by the **Insured** to the **Employee** has been made:

- (3) reasonably and in good faith; and
- (4) in reliance upon legal advice of the **Insured's** obligations under applicable statutory and common law.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 020**

**ENDORSEMENT# 21**

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

forms a part of

By: *AIG Insurance Company of Canada*

**STATUTORY CONDITIONS AMENDATORY**

Wherever used in this endorsement: (1) "Insurer" means the insurance company which issued this policy; (2) "Policyholder" means the Named Corporation, Named Entity, Named Insured, Named Organization, Named Sponsor or Insured that is named on the declarations page of this policy; and (3) "Insured" means all other persons or entities afforded coverage under this policy.

In consideration of the premium charged, it is hereby understood and agreed that if this policy is made or deemed to be made in the provinces of Alberta, British Columbia, Manitoba, and Saskatchewan, pursuant to the provisions of the Insurance Acts of Alberta, British Columbia, Manitoba, and Saskatchewan, this endorsement shall apply to any Insured solely to the extent that this endorsement provides terms that are more favourable to the Insured than the other terms of this policy and any endorsements to this policy:

**Change of Interest**

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

**Property of Others**

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless:

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**END 021**

**ENDORSEMENT# 21** (Continued)

This endorsement, effective at 12:01AM July 01, 2024 forms a part of  
Policy number: 01-274-01-48  
Issued to: *THE AIR CADET LEAGUE OF CANADA*

By: *AIG Insurance Company of Canada*

- (a) otherwise specifically stated in the policy, or
- (b) the interest of the Insured in that property is stated in the policy.

**Material Change in Risk**

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is:
  - (a) material to the risk, and
  - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the policy is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may:
  - (a) terminate the policy in accordance with the Termination of Insurance condition set forth below, or
  - (b) notify the Insured in writing that, if the Insured desires the policy to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.

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**END 021**

**ENDORSEMENT# 21** (Continued)

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
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forms a part of

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- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the policy is terminated at that time and Termination of Insurance condition (2)(a) applies in respect of the unearned portion of the premium.

**Termination of Insurance**

- (1) The policy may be terminated:
- (a) by the Insurer giving to the Policyholder 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the Policyholder at any time on request.
- (2) If the policy is terminated by the Insurer:
- (a) the Insurer must refund the excess of premium actually paid by the Policyholder over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the policy, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

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**END 021**

**ENDORSEMENT# 21** (Continued)

This endorsement, effective at 12:01AM July 01, 2024  
Policy number: 01-274-01-48  
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- (3) If the policy is terminated by the Policyholder, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the policy, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the policy.
- (4) The 15 day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Policyholder's postal address.

**Notice**

- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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**END 021**



**ENDORSEMENT# 22**

This endorsement, effective *12:01 am July 1, 2024*  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

forms a part of

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**FORMS INDEX ENDORSEMENT**

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
94106 CAN	02/07	NOT-FOR-PROFIT RISK PROTECTOR CANADIAN DEC. PAGE
94204 CAN	03/07	GENERAL TERMS AND CONDITIONS (NPRP) (CAN)
94207 CAN	03/07	DO COVERAGE SECTION (NPRP) (CAN)
94210 CAN	03/07	EPL COVERAGE SECTION (NRPR) (CAN)
94214 CAN	03/07	FLI COVERAGE SECTION (CAN) (NPRP)
94830	10/22	APPENDIX B CRISIS MANAGEMENT COVERAGE FOR D&O COVERAGE SECTION
99545	07/08	APPENDIX A NOT FOR PROFIT PANEL COUNSEL ADDENDUM
99544	07/08	EMPLOYEE BENEFIT PLAN FIDUCIARY LIABILITY PANEL COUNSEL
99758 CAN	08/08	NOTICE OF CLAIM (REPORTING BY E-MAIL)
96338	10/07	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (ALL COVERAGE SECTIONS)
94657	05/07	CAPTIVE INSURANCE COMPANY EXCLUSION (D&O COVERAGE SECTION)
94164	03/07	ADDITIONAL INSUREDS - LISTED AFFILIATES (SPECIFIED COVERAGE SECTIONS)
97427	02/08	SEVERABILITY OF THE APPLICATION ENDORSEMENT (FULL INDIVIDUAL SEVERABILITY; TOP 3 ORGANIZATION POSITIONS IMPUTED TO ORGANIZATION; NON-RESCINDABLE) (D&O & EPL COVERAGE SECTIONS)
94524	05/07	SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION (D&O AND EPL COVERAGE SECTIONS)
94168	03/07	INDIVIDUAL INSURED(S) DEFINITION AMENDED(DO COVERAGE SECTION)
99564 CAN	07/08	SIDE A EXCESS LIMIT OF LIABILITY ENDORSEMENT (EXCESS LIMIT APPLICABLE TO NON-INDEMNIFIABLE LOSS UNDER THE D&O COVERAGE SECTION)
94654 CAN	05/07	COMMISSIONS EXCLUSION (ALL COVERAGE SECTIONS)
99500 CAN	06/08	NOT-FOR-PROFIT RISK PROTECTOR AMENDATORY ENDORSEMENT (NO BI/PD EXCLUSION AMENDMENT) (D&O, EPL & FLI COVERAGE SECTIONS)

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**END 022**

**ENDORSEMENT# 22**

This endorsement, effective *12:01 am July 1, 2024*  
policy number *01-274-01-48*  
issued to *THE AIR CADET LEAGUE OF CANADA*

forms a part of

by *AIG Insurance Company of Canada*

**FORMS INDEX ENDORSEMENT**

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
C9022	02/15	Conduct Exclusions (Non-Appealable Final Adjudication) (D&O And EPL Coverage Sections)
C9020 CAN	02/13	CANADIAN CRIME CODE SECTION 217.1 DEFENCE COSTS COVERAGE FOR INDIVIDUAL INSUREDS
C0009 CAN	01/15	Statutory Endorsement Coverage (D&O And EPL Coverage Sections)
105106	04/10	EXTRADITION COVERAGE (D&O COVERAGE SECTION)
100045	09/08	ORGANIZATION PATENT EXCLUSION (D&O COVERAGE SECTION)
110080 CAN	10/11	RELIANCE UPON ANOTHER CARRIER'S APPLICATION/WARRANTY
133109 CAN	06/19	CYBER EXCLUSION DO COVERAGE SECTION
136863 CAN	06/20	CONFIDENTIAL INFORMATION EXCLUSION
143115 CAN	02/22	SEPARATE RETENTION FOR CLAIMS BY HIGHLY COMPENSATED EMPLOYEES EPL COVERAGE SECTION
136756 CAN	06/20	LOSS DEFINITION AMENDED TERMINATION LOSS DIFFERENTIAL
139855 CAN	12/20	STATUTORY CONDITIONS AMENDATORY
78859	10/01	FORMS INDEX ENDORSEMENT

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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AUTHORIZED REPRESENTATIVE



**CUSTOMER ADVISORY  
REGARDING THE ENFORCEMENT OF  
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

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This Trade Sanction Advisory is part of **AIG Insurance Company of Canada** comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

**WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION?**

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

**OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS**

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

**POTENTIAL ACTIONS BY US**

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.