

## Claims Reporting Guidelines for the Insured

These guidelines should be followed to help Berkley Professional Liability provide efficient claims service.

### Claim Notices

All claim notices shall be sent to Berkley Professional Liability, Claims Department. The notices must be reported as required by the policy to avoid problems regarding timely notice. The address of the Berkley Professional Liability Claims, c/o Claims Department is as follows:

Berkley Professional Liability Claims  
c/o Berkley Insurance Company  
145 King Street West, Suite 1000, Toronto, ON M5H 1J8  
Fax: (416) 304-4108  
Email: [AgentClaims@BerkleyproCanada.com](mailto:AgentClaims@BerkleyproCanada.com)

Notice of claim requiring immediate action:

If immediate action on the notice is needed the Insured should express mail the notice to BerkleyPros Claims Department. Situations requiring immediate action may include:

1. The Insured being served with a summons and complaint.
2. The Insured needs to provide a response to the claimant immediately.

### Correspondence from the Insured

The claim notice should include a written narrative of the circumstances surrounding the claim or potential claim. The narrative should include, but not be limited to:

1. Names of the insureds, policy number and effective dates.
2. Names and addresses of the claimant.
3. Details of the underlying claim, including its current status and the amount in controversy or relief demanded.
4. All pertinent letters or documents necessary to properly evaluate the claim.

Please provide carbon copies to your professional liability insurance agent of all claim notices and correspondence sent to Berkley Professional Liability

**NOTICE TO AGENT**

This "certificate of insurance" is not a contract of insurance, but attests that a policy as numbered herein, and as it stands at the date of this certificate, has been OR SHALL BE issued by the Company. Rights under the insurance policy EVIDENCED BY THIS "CERTIFICATE OF INSURANCE" can be determined only with reference to the actual "master policy". This CERTIFICATE is issued as a matter of information only and confers no rights upon the "AGENT".

This "CERTIFICATE of insurance" neither affirmatively nor negatively amends, extends, or alters the coverage afforded by THE policy OF INSURANCE LISTED ABOVE. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this "certificate of insurance" may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of the policy. AN "AGENT" should obtain the insurance policy to ascertain the specific terms, exclusions and conditions of the policy. THIS CERTIFICATE OR VERIFICATION OF INSURANCE IS NOT AN INSURANCE POLICY.

**Agents should report actual or potential "claims" to:**

As a condition precedent to the right of insurance coverage afforded under the described policy, you shall as soon as practicable, but no later than sixty (60) days after the "Termination of Coverage", give the Company written notice to the following:

Attn: Berkley Professional Liability Claims, c/o Berkley Insurance Company  
145 King Street West, Suite 1000  
Toronto, ON M5H 1J8  
Fax: (416) 304-4108  
Email: [AgentClaims@BerkleyproCanada.com](mailto:AgentClaims@BerkleyproCanada.com)

Immediately forward to the above every claim, notice, summons, or other process received by you or your representative. You have specific duties in the event of the claim for which you should consult the Company above. Do not disclose or discuss any facts or information relating to your claim with anyone other than the above or a representative of the E&O carrier or someone appointed by the E&O carrier to handle your claim.

# Life Insurance Agents Errors and Omissions Liability Policy

*This is a Claims Made and Reported Policy. Please read it carefully.*

For the Purposes of the Insurance Companies Act (Canada), this document was issued in the course of Berkley Insurance Company's insurance Business in Canada.

## CLAIMS MADE AND REPORTED NOTICE FOR POLICY

**NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. "CLAIMS" MUST FIRST BE MADE AND REPORTED IN WRITING TO THE INSURER DURING THE "CERTIFICATE PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD OF THIS POLICY. THE PAYMENT OF "DEFENSE COSTS" REDUCES THE LIMITS OF LIABILITY.**

**PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE BROKER.**

This Policy provides insurance to the "Agent" shown in Item 1. of the "Certificate of Insurance" subject to the "Master Policy" Declarations issued to the "Policyholder". Unless otherwise stated, the phrase the Policy or this Policy shall refer only to the insurance evidenced by the "Certificate of Insurance" and shall not refer to the "Master Policy" Declarations. Similarly, the phrase Limits of Liability shall refer to the Limits of Liability identified in the "Certificate of Insurance". The word Insurer shall refer to the company providing this insurance.

Various provisions in this Policy restrict coverage. Read the Policy carefully to determine an "Insured's" rights, duties and what is and is not covered. Refer to Section II. – DEFINITIONS for the special meanings of words and phrases that appear in quotation marks.

In consideration of the payment of the premium, in reliance on all statements in the "Application" and all other information provided to the "Insurer", and subject to all provisions of this Policy, the Insurer, the "Policyholder" and the "Insureds" agree as follows:

## I. Insuring Agreements

### A. Coverage – Errors and Omissions Liability

The Insurer shall pay on behalf of the "Insured" all "Damages" and "Defense Costs" in excess of the deductible amount identified in the "Insured's" "Certificate of Insurance" which the "Insured" shall become legally obligated to pay because of a "Claim" first made against the "Insured" during the "Certificate Period" or an Extended Reporting Period, if applicable, for a "Wrongful act" committed on or after the "Retroactive Date" by the "Insured" solely in the rendering or failing to render "Professional Services".

## II. Definitions

Whether in the singular or plural form in this Policy, the following terms shall have the meanings indicated below. For purposes of this Policy:

- A. "Agent" means an individual as shown in Item 1. of the "Certificate of Insurance" and as defined in the Professional Services Endorsement attached to this Policy.

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- B. "Application" means all signed applications and any attachments and materials submitted therewith for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer or any affiliate of the Insurer of which this Policy is a renewal or replacement.
- C. "Certificate of Insurance" means the certificate issued in accordance with the "Master Policy" to the "Agent".
- D. "Certificate Period" means the period of time shown in Item 5. of the "Certificate of Insurance" or any shorter period resulting from a cancellation or nonrenewal of the "Master Policy".
- E. "Claim" means a written demand received by an "Insured" seeking "Damages" or a civil adjudicatory or arbitration proceeding for "Damages". "Claim" does not include a demand or proceeding for non-monetary or injunctive relief or regulatory proceeding or criminal proceeding.
- F. "Damages" means a compensatory monetary amount for which an "Insured" is legally liable, including sums paid as judgments, awards or settlements, and any taxes, fines or penalties incurred by a third party and included in such third party's "Claim" against the "Insured". However, "Damages" do not include:
1. Fines or penalties imposed by law, or taxes levied on or against an "Insured";
  2. Punitive, exemplary or treble damages;
  3. The return, restitution, offset or withdrawal of fees, premiums, commissions or brokerage charges, including but not limited to, surrender charges and contingent deferred sales charges;
  4. Non-pecuniary or injunctive relief; or
  5. Judgments or awards from acts deemed uninsurable by law.
- G. "Dealer" means an entity engaging or holding itself out as engaging in the business of trading in securities and is properly registered with the Investment Regulatory Organization of Canada.
- H. "Defense Costs" mean:
1. All reasonable and necessary fees charged by any lawyer designated by the Insurer for the defense of a "Claim";
  2. All other reasonable fees, costs and expenses resulting from the investigation, adjustment or defense of a "Claim";
  3. The premiums for appeal, attachment or similar bonds, if incurred by the Insurer or by the "Insured" with the Insurer's written consent. However, the Insurer shall have no obligation to apply for or to furnish any such bond; and
  4. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Insurer has paid, offered to pay, or deposited in court the amount available for the judgment under this Policy.
- However, "Defense Costs" does not include remunerations of an "Insured's" or the Insurer's regular employees or officials or independent adjusters.
- I. "Interrelated Claims" means all "Claims", regardless if they are made against more than one "Insured" or by more than one claimant, arising out of a single "Wrongful act" or a series of "Wrongful acts" that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- J. "Insured" means:
1. an "Agent";
  2. a corporation, partnership or other business entity owned and controlled by an "Agent" but solely with respect to the liability of such organization as it arises out of the "Agent" rendering or failing to render "Professional Services";
  3. an employee acting in his or her capacity as such and on behalf of an "Agent" but solely with respect to liability of such employee as it arises out of the "Agent" rendering or failing to render "Professional Services"; and
  4. heirs, executors, administrators or legal representatives of an "Agent" in the event of death, incapacity or bankruptcy
- K. "Master Policy" means the "Master Policy" Declarations issued to the "Policyholder". The "Master Policy" provides the "Agents" no insurance separate and apart from the coverage evidenced by the "Certificate of Insurance".
- L. "Personal Injury" means injury, including consequential bodily injury, arising out of:
1. false arrest, detention or imprisonment;
  2. malicious prosecution; or

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3. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services. However, there shall be no coverage for any such publication or utterance made in the course of or related to any form of advertising activities, including but not limited to, conduct by or on behalf of an "Insured".

- M. "Policyholder" means the entity shown in Item 1. of the "Master Policy" Declarations.
- N. "Policy Period" means the period of time shown in Item 2. of the "Master Policy" Declarations or any shorter period resulting from a cancellation or nonrenewal of the "Master Policy".
- O. "Pollutants" means any solid, liquid, gaseous, electromagnetic or thermal irritant or contaminant, including, but not limited to: smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos containing materials, lead, lead containing materials, and waste.
- P. "Professional Services" mean those services listed in the Professional Services Endorsement attached to this Policy.
- Q. "Retroactive Date" means the inception date of the "Agent's" first claims-made insurance agents professional liability policy from which date coverage has been maintained in force without interruption.
- R. "Securities" means a share(s) of the capital stock of a corporation or any interest in or right to such a share(s) that were properly registered with the Investment Industry Regulatory Organization of Canada (IIROC) and any other applicable Provincial self-regulatory organization so long as such "Securities" are offered for sale on an IIROC regulated securities exchange.
- S. "Wrongful act" means a negligent act, error or omission committed by an "Insured", including any "Personal Injury", arising solely from the performance of "Professional Services".

## III. Exclusions

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This Policy does not apply to any "Claim" based upon, arising out of, directly or indirectly, or in any way involving:

- A. Any fact, circumstance or situation which has been the subject of any written notice given under any policy of which this Policy is a direct or indirect renewal or replacement or which preceded this Policy;
- B. Any "Wrongful act" occurring prior to the date of the "Agent's" initial enrollment as an "Insured" under this Policy or a previously issued policy by the Insurer if on the date of initial enrollment the "Agent" had knowledge of any "Wrongful act" which could reasonably be expected to result in a "Claim";
- C. Any prior or pending litigation against any "Insured" filed on or before the inception date of this Policy or under any other policy of which this Policy is a renewal, whichever is earlier, or the same or substantially the same fact, circumstance or situation underlying or alleged therein;
- D. Any alleged dishonest, fraudulent, criminal, malicious or purposeful act, error or omission committed by or at the direction of an "Insured";
- E. Any "Insured" gaining, in fact, any profit, remuneration or pecuniary advantage to which the "Insured" was not legally entitled;
- F. Any willful violation of the rules or regulations of the Canadian Securities Administrator, the Investment Industry Regulatory Organization of Canada, the Mutual Fund Dealers Association of Canada, or of any provincial securities rule or law, any provincial securities regulator or any other regulatory agency;
- G. Any commingling of or improper use of client funds;
- H. Any proprietary fund or investment products in which an "Agent" has any ownership interest;
- I. Any bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property, including loss of use thereof;
- J. Any alleged discrimination as defined by federal, provincial or local statute, regulation, law or ordinance;
- K. Any liability of others assumed by the "Insured" under any contract or agreement unless such liability would have attached to the "Insured" even in the absence of such agreement;
- L. Any pension, profit sharing, health and welfare, or other employee benefit plan or trust sponsored by the "Insured" as an employer;
- M. Any insolvency, receivership, bankruptcy, or inability to pay of any organization in which the "Insured"
  - 1. Has placed or obtained a client's coverage;
  - 2. Has placed a client's funds; or

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3. Has recommended a client invest.

However, this exclusion shall not apply if the "Claim" is based upon the insolvency, receivership, liquidation or inability to pay of any insurance company that was rated as A- or better by A.M. Best Company at the time the business was placed, obtained or recommended;

N. Any "Insured's" inability or refusal to pay or collect premium, claim or tax monies;

O. Or brought or maintained by or on behalf of:

1. an "Insured";

2. any insurance company or "Dealer";

3. any insurance agent or broker;

4. any individual or entity that is not a client of an "Insured"; however, this Exclusion O.4. shall not apply to a "Claim" brought by an individual or entity who is an alleged beneficiary or heir, executor or administrator of a deceased client of an "Insured";

5. any enterprise that owns, operates, controls or manages an "Insured";

6. an enterprise which an "Insured" owns, operates, controls or manages; or

7. any governmental or quasi-governmental official or agency in any capacity, including but not limited to the Canadian Securities Administrators, the Investment Industry Regulatory Organization of Canada, Mutual Fund Dealers Association of Canada, any provincial or national securities or insurance commission or agency;

P. The actual or alleged use, misuse or disclosure of:

1. any confidential or private information by an "Insured", including but not limited to such use for the purpose of replacement of coverage;

2. or non-public information in a manner prohibited by the laws of the Canada, including, but not limited to:

a. The Privacy Act or any similar laws of any other jurisdiction, or any rules or regulations promulgated under any of the foregoing, all as amended;

b. The Personal Information Protection and Documents Act or any similar laws of any other jurisdiction, or any rules or regulations promulgated under any of the foregoing, all as amended; or

c. Provincial privacy protection laws, as they currently exist now or in the future.

Q. Any placement of a client's coverage or funds directly or indirectly with any organization, entity or vehicle of any kind, nature or structure which is not licensed to do business in the province or jurisdiction with authority to regulate such business;

R. Any "Insured" violation of:

1. Any federal, provincial or local statute, regulation or ordinance that imposes liability for the:

a. Unlawful use of telephone, electronic mail, internet, computer, facsimile machine or other communication or transmission device; or

b. Unlawful use, collection, dissemination, disclosure or redisclosure of personal information in any manner by an "Insured" or on behalf of any "Insured";

S. Any "Insured's" activities in exercising discretionary authority, management or control over a customer's account;

T. Any infringement of patent, copyright, trademark, service mark, trade dress, trade secret or trade name, unfair competition or piracy, theft or wrongful taking of concepts including using another's advertising ideas or other intellectual property;

U. Any "Personal Injury":

1. Sustained by any "Insured";

2. Caused by or at the direction of the "Insured" with the knowledge that the offense would violate the rights of another and would inflict "Personal Injury";

3. Arising out of oral or written publication of material, if done or at the direction of the "Insured" with knowledge of its falsity;

4. Arising out of an electronic chatroom, social networking site, or bulletin board the "Insured" uses, hosts, owns or over which the "Insured" exercises any control; or

5. Arising out of the unauthorized use of another's name or product in the "Insured's" email address, domain name or metatag, or any other similar tactics to mislead another's potential customer;

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- V. Any ownership, formation, operation, administration, advice, referral, recommendation or placement of coverage with any health maintenance organization, preferred provider organization, risk retention group, self insurance program or purchasing group;
- W. Any failure to comply with any governmental or administrative order or regulation;
- X. Any "Professional Services" for which the "Agent" is not properly licensed;
- Y.
  - 1. the actual, alleged, or threatened discharge, dispersal, disposal, seepage, migration, release or escape of "Pollutants";
  - 2. any direction or request to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize "Pollutants" or in any way respond to or assess the effects of "Pollutants";
  - 3. nuclear fission, nuclear fusion or radioactive contamination or emission; or
  - 4. electromagnetic frequency radiation or emission.

This pollution exclusion applies whether or not such "Pollutants" have any function in the "Insured's" business, operations, premises, site or location and regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any "Damages" and "Defense Costs" associated with such "Pollutants";
- Z. Any professional services performed by the "Insured" as an actuary, accountant, attorney, real estate agent or real estate broker, or third party claims administrator;
- AA. Any offering, sale or servicing of structured settlements;
- BB. Any ownership, formation, operation, administration, advice, referral, recommendation or placement of coverage with any health organization, risk retention group, self-insurance program or purchasing group;
- CC. Any loss alleged to have been sustained solely through fluctuation in market value of any security;
- DD. Any "Securities" other than variable annuities, variable life insurance and mutual funds;
- EE.
  - 1. Any function of an "Insured" as a specialist or market maker for any "Securities";
  - 2. an "Insured" failing to make a market for any "Securities"; or
  - 3. the purchase, sale or failure to purchase or sell "Securities" when the "Insured" is a specialist or market maker for such "Securities";
- FF. Any activities in connection with any equity security priced under five dollars (\$5.00) at the time of purchase;
- GG. The purchase, sale or the giving of advice regarding:
  - 1. Commodities, commodity future contracts, warrants, forward contracts, interest rate swaps or option contracts other than covered call option contracts or auction rate securities;
  - 2. Promissory notes or other non-securitized evidence of debt;
  - 3. Viatical settlements, life settlements, stranger owned life insurance policies, or any security backed by either viatical settlements, life settlements, stranger owned life insurance policies;
  - 4. Reverse mortgages or similar transactions in which the present value of a conditional contract is exchanged or sold;
  - 5. ETS pay phones or pay phone investments;
  - 6. "Junk Bonds" or "High Yield Bonds". For the purposes of this exclusion, "Junk Bonds" or "High Yield Bonds" mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency (including but not limited to Moody's rated bonds of Baa3 or lower or S&P rated bonds of BBB- or lower);
  - 7. A Ponzi Scheme or Pyramid Scheme. Herein, "Ponzi Scheme" means an investment program in which investors are paid returns primarily out of the money paid by subsequent investors in the program. Herein, "Pyramid Scheme" means an investment program in which investors are paid returns primarily through the enrollment of others into the program;
  - 8. Cryptocurrency, virtual currency or digital currency of any kind;
  - 9. Exempt market securities;
  - 10. Leveraged investments or leveraged investment strategies; or
  - 11. Travel Insurance;
- HH. Brought by, or on behalf of, any clearing agency or arising out of any function of any "Insured" as a clearing agency;
- II. Based upon, arising out of, or attributable to the quality of care rendered by, lack of care rendered by, or the alleged malpractice of a participating provider of health-related services, its employees, physician, or other practitioner, of any Health Organization or other Healthcare provider;



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- JJ. Employment Practices including but not limited to discrimination or termination of employment;
- KK. The theft, loss, mishandling or misuse of client information in any manner;
- LL. Class Action lawsuit or Mass Tort litigation;
- MM. Property and Casualty Insurance; or
- NN. Any insurance policy in which the premium was paid for, in whole or in part, by or through any premium finance mechanism or premium finance company.

## IV. Limit of Liability, Master Policy Aggregate, Interrelated Claims and Deductible Amount

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- A. Limit of Liability (Including Defense Costs) – “Agent”
  - 1. Aggregate Limit of Liability Each “Claim”: The Limit of Liability of the Insurer for all “Damages” and “Defense Costs” for each “Claim” first made during the “Policy Period” and Extended Reporting Period, if applicable, shall not exceed the amount stated in Item 4. of the “Agent’s” “Certificate of Insurance” for Each “Claim”.
  - 2. Aggregate Limit of Liability Each “Agent”: The Limit of Liability of the Insurer for all “Damages” and “Defense Costs” for all “Claims” first made against each “Agent” during the “Policy Period” and Extended Reporting Period, if applicable, shall not exceed the amount stated in Item 4 of the “Agent’s” “Certificate of Insurance” as Aggregate Each “Agent”.
  - 3. Aggregate Limit of Liability Other “Insureds”: No additional Limits of Liability are provided to “Insureds” as defined in Section II. J. 2 through 4. The Limit of Liability of the Insurer for “Damages” and “Defense Costs” for all “Claims” first made against the “Insureds” as defined in Section II. J. 2 through 4 during the “Policy Period” or Extended Reporting Period, if applicable, shall be that Limit of Liability applicable to the “Agent” whose “Wrongful act” gave rise to the “Claim” or the “Agent” who is responsible for the “Wrongful act” of such other “Insureds”.
- B. The Master Policy Aggregate identified in Item 3. a. of the “Master Policy’s” Declarations is the maximum limit of the Insurer’s liability for all “Damages” and “Defense Costs” arising out of all “Claims” covered under the “Master Policy” which are reported to the Insurer in accordance with the terms herein. The “Master Policy Aggregate” applies regardless of the number of “Insureds”, “Claims”, or “Wrongful acts”.
- C. Interrelated Claims: All “Interrelated Claims” shall be deemed a single “Claim”, subject to a single Each “Claim” Limit of Liability, if covered, and such “Claim” shall be considered first made on the date the earliest such “Interrelated Claim” is first made against an “Insured”, regardless of whether such date is before or during the “Policy Period”.
- D. Deductible Amount: The Deductible Amount stated in Item 6 of the “Certificate of Insurance” is applicable to each “Claim” and applies only to the payment of “Damages”. The Limits of Liability set forth in Item 4. of the “Agent’s” “Certificate of Insurance” and Item 3.b. of the “Master Policy” Declarations are in addition to and in excess of any applicable Deductible amount.

## V. Extended Reporting Periods

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- A. EXTENDED REPORTING PERIOD - CANCELLATION OR NONRENEWAL OF THE MASTER POLICY
  - 1. Automatic Extended Reporting Period: In the event of cancellation or nonrenewal of the “Master Policy”, other than for nonpayment of premium, an “Agent” shall have a period of ninety (90) days after the expiration of the “Policy Period” to report in writing to the Insurer any “Claim” which is first made during said ninety (90) day period, and arises out of a “Wrongful act” committed on or after the “Retroactive Date” and prior to the end of the “Policy Period”.
  - This Automatic Extended Reporting Period shall not be available if the “Agent” has any other applicable insurance, including any policy issued subsequent to this Policy. If the Insurer cancels this Policy because the “Policyholder” failed to pay a premium when due, the “Insureds” shall not have the right to the Automatic Extended Reporting Period as described in paragraphs A. 1. above. The quotation of a different premium, deductible amount, limit of liability or policy terms or conditions for renewal shall not constitute a cancellation or nonrenewal.
- B. OPTIONAL INDIVIDUAL EXTENDED REPORTING PERIOD - AGENT



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An "Agent" who becomes disabled or retires from the business of providing "Professional Services" or the legal representative of a deceased "Agent" may elect to purchase an Extended Reporting Period for "Claims" which are first made against an "Insured" and reported in writing to the Insurer within one (1) year of the "Agent's" retirement, disability or death, if the "Agent" or the legal representative of the deceased "Agent" pays an additional premium equal to 100% of the "Agent's" last annual premium within sixty (60) days of the "Agent's" retirement, disability or death. This Optional Individual Extended Reporting Period shall not be available if the "Agent" has any other applicable insurance, including any policy issued subsequent to this Policy.

Any "Claim" reported during the purchased one (1) year extended reporting period must arise out of a "Wrongful act" committed on or after the "Retroactive Date" and prior to the "Agent's" retirement, disability or death..

- C. The Extended Reporting Periods do not extend the "Policy Period" nor reinstate or increase the Limit of Liability beyond the limits shown in Item 4. of the "Agent's" "Certificate of Insurance" or Item 3.a. of the "Master Policy" Declarations.
- D. "Claims" which are properly reported during an Extended Reporting Period will be deemed to have been made on the last day of the "Policy Period".

## VI. Notice, Cooperation, Defense and Settlement

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### A. Notice of Claim

1. As a condition precedent to coverage, if a "Claim" is made against an "Insured", the "Insured" shall, as soon as practicable, notify the Insurer during the "Certificate Period" and forward to the Insurer every demand, notice, summons, or other process received. Notwithstanding the requirement that the "Claim" must be first made and reported to the Insurer during the "Certificate Period", if continuous coverage is in effect pursuant to consecutive policies issued by the Insurer, a "Claim" may be made against the "Insured" during one "Policy Period" and may be reported to the Insurer in writing during the consecutive, immediately following "Policy Period" without constituting a violation of this provision, so long as the "Insured" gave notice to Insurer as soon as practicable. The "Policy Period" in effect on the date which the "Claim" is reported to the Insurer shall apply.

In no event will the Insurer be responsible to pay any "Damages" or "Defense Costs" in connection with any default judgment entered against an "Insured" prior to notice to the Insurer or as a result of untimely notice to the Insurer nor shall the Insurer be responsible to pay any "Damages" or "Defense Costs" in connection with any claim in which the Insurer's interests have been prejudiced because of the "Insured's" failure to provide timely notice to the Insurer. Coverage will be forfeited if the Insurer's interests were prejudiced due to late notice by an "Insured".

2. The "Insured" shall not agree to arbitration or mediation, admit liability, make any payment, consent to any judgment, settle any "Claim" or incur any "Defense Costs" without the written consent of the Insurer.

3. The "Insured" shall immediately forward to the Insurer copies of demands, reports, investigations, pleadings and related papers, and provide other such information, assistance and cooperation as the Insurer may reasonably request in the investigation, settlement and defense of a "Claim".

4. The "Insured" shall further cooperate with the Insurer and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that the "Insured" may have.

5. All written notices provided for in this Policy shall be in writing and addressed to the Insurer at:

For Claims and potential Claims:

Attn: Berkley Professional Liability Claims, c/o Berkley Insurance Company

145 King Street West, Suite 1000

Toronto, ON M5H 1J8

Fax: (416) 304-4108

Email: AgentClaims@BerkleyproCanada.com

All Other Notices:

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Attn: Berkley Professional Liability, c/o Berkley Insurance Company

145 King Street West, Suite 1000

Toronto, ON M5H 1J8

Fax: (416) 304-4108

## B. Notice of Circumstance

If during the "Certificate Period", an "Insured" becomes aware of a "Wrongful act" that could give rise to a "Claim" against an "Insured" and gives written notice to the Insurer prior to the end of the "Certificate Period" of the following:

1. the names of all potential claimants; and
2. the names of each "Insured" that committed the "Wrongful act"; and
3. a detailed description of the "Wrongful act"; and
4. the damage which has or may result from the "Wrongful act"; and
5. the circumstances by which the "Insured" first became aware of such "Wrongful act".

Then any "Claim" which subsequently arises out of such "Wrongful act" shall be treated as a "Claim" first made during the "Policy Period".

## C. Defense and Settlement

The Insurer shall have the right and duty to defend any "Claim" against the "Insured" seeking sums payable under this Policy, even if the allegations of the "Claim" are groundless or false. The Insurer has the right to select counsel for the defense of any "Claim" against an "Insured". The Insurer shall make such investigation and settlement of any "Claim" as it deems expedient and need not obtain the consent of the Insured. The Insurer shall not be obligated to pay any "Claim" or judgment or continue to defend any "Claim" after the applicable Limit of Liability has been exhausted by payment of "Damages" or "Defense Costs".

## VII. General Conditions

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### A. Territory

This Policy applies to "Wrongful acts" committed anywhere in the world provided that both the "Claim" and any subsequent litigation is made against the "Insured" in Canada, its territories or possessions.

### B. Other Insurance

If the "Insured" has any other insurance which applies to any "Damages" or "Defense Costs" insured under this Policy, this Policy shall be excess over any other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written as specific excess insurance over this Policy.

This provision will not apply if the "Insured" has other insurance with the Insurer, or an Affiliate of the Insurer. In such event, the "Insured" must elect the Policy under which the "Claim" will be made. If an "Insured", other than the "Agent", is entitled to coverage for the "Claim", the "Agent" whose "Wrongful act" is the basis of the "Claim" or who is legally responsible for such "Wrongful act" shall be entitled to make the election and such election shall be binding on all other "Insureds".

We will have no duty to defend the "Insured" against any "Claim" if any other insurer has a duty to defend the "Insured" against that "Claim". If no other insurer defends, we will undertake to do so, but we will be entitled to an assignment of the "Insured's" rights against all those insurers.

### C. Subrogation and Recovery

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to any "Insured's" rights of recovery, and the "Insured" and "Sponsoring Organization" shall execute and deliver instruments and all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer to bring suit in the name of the "Insured" and/or "Sponsoring Organization".

### D. Changes

Notices to any agent or representative, or knowledge possessed by any agent, representative or any other person shall not effect a waiver or a change in any part of this Policy or prevent the Insurer from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsements issued to form a part of this Policy.

### E. No Action Against the Insurer

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No action shall lie against the Insurer unless, as a condition precedent thereto, all "Insureds" have fully complied with all the terms of this Policy and not until the amount of all "Insured's" obligations to pay have been fully and finally determined either by judgment against all "Insureds" or by written agreement of the "Insured", 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 "Insured" to determine the "Insured's" liability, nor shall the Insurer be impleaded by the "Insured" or the "Insured's" legal representative.

## F. Assignment of Interest

The interest of the "Insured" under this Policy shall not be assignable. In the event of death or incompetency of the "Agent", this Policy shall cover the "Agent's" legal representative as an "Insured" as respects to any liability previously incurred and covered by this Policy.

## G. Cancellation and Termination

1. Termination: This Policy shall terminate at the earliest of the following times:

- a. upon expiration of the "Policy Period" as set forth in Item 3. of the Declarations, or the effective date of cancellation, if earlier;
- b. ten (10) days after receipt by the "Policyholder" of a written notice of cancellation from the Insurer for failure to pay a premium when due; or
- c. as to the "Agent", upon termination of the contract between the "Agent" and the "Sponsoring Organization".

2. Cancellation:

a. This Policy may be cancelled by an "Agent" by providing written notice of cancellation to the Insurer stating when thereafter cancellation shall be effective. In no event may the requested date of cancellation be greater than ten days prior to the date the request is received by the Insurer. If this Policy is cancelled by an "Agent", the Insurer shall retain the customary short rate proportion of the premium.

b. The "Master Policy" may be cancelled by the "Policyholder" acting on behalf of all "Insureds" by surrender of the "Master Policy" to the Insurer or by providing written notice to the Insurer stating when thereafter cancellation shall be effective. If this Policy is cancelled by the "Policyholder", the Insurer shall retain the customary short rate proportion of the premium. In no event may the requested date of cancellation be greater than ten days prior to the date the request is received by the Insurer.

c. The Policy or "Master Policy" may be cancelled by the Insurer for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or misrepresentation affecting the Policy or the "Master Policy";
- (3) Violation of any of the terms or conditions of the Policy; or
- (4) Substantial increase in hazard.

d. Written notice of cancellation, including the reasons for cancellation, shall be mailed or delivered by the Insurer to (1) an "Agent" in case of cancellation of this Policy and (ii) to the "Policyholder" at the address shown in the Declarations and to the broker of record in the case of cancellation of the "Master Policy", at least:

- (1) Ten (10) days prior to the effective date of cancellation, if this Policy or the "Master Policy" is cancelled for nonpayment of premium; or
- (2) Ninety (90) days prior to the effective date of cancellation, if this Policy or the "Master Policy" is cancelled for any other reason.

Proof of mailing the notice of cancellation shall be sufficient proof of notice and the "Master Policy" shall terminate on the date and time specified in such notice. If the Insurer cancels this Policy or the "Master Policy", the earned premium shall be calculated pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.

## H. Changes in Ownership - Mergers, Acquisitions or Divestitures

1. Change of Control of "Policyholder"

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If during the "Policy Period", the "Policyholder" consolidates with or merges into, or sells all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty percent (50%) of the voting power for election of directors of the "Policyholder", or acquires the voting rights of such an amount of securities, then the "Master Policy" shall continue in full force and effect as to "Wrongful acts" committed prior to the effective date of such event. The "Policyholder" shall give the Insurer written notice of any such event as soon as practicable but not later than thirty (30) days after the date of such event.

## I. Authorization Clause - Sole Agent

By acceptance of the "Master Policy", the first listed "Policyholder" named in Item 1. of the Declarations shall act of behalf of the "Insureds" for all purposes, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation, termination or nonrenewal, or reimbursement to the Insurer of any Deductible Amount advanced and the exercise of the rights provided in Section V. Extended Reporting Periods or Section VI. Conditions Subsection G.

## J. Proposal

The Insurer has issued this Policy in reliance of representations, warranties and agreements made in the written application and any materials submitted therewith for this Policy. Such representations, warranties and agreements are the basis for coverage afforded under this Policy and shall be incorporated herein.

In witness whereof, the Insurer has caused this Policy to be signed by its President and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the Insurer.

\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Secretary*

**Office of Foreign Asset Control (OFAC) Exclusion Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that:

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.

SPECIMEN

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Apollo Insurance Solutions Ltd.		
Effective Date of This Endorsement	Authorized Representative	

### Service of Suit

It is understood and agreed that in the event of the failure of the Insurer hereon to pay any amount claimed to be due hereunder, the Insurer will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada, will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. Nothing in this endorsement 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 the United States or Canada, to remove an action to a United States District Court, or to seek a transfer of an action to another court as permitted by law.

It is further agreed that service of process in such suit may be made upon Berkley Canada, Inc. Thief Agent of Berkley Insurance Company, 145 King Street West, Suite 1000, Toronto, Ontario M5H 1J8, and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Insurer in any such suit and/or upon the request of the "Insured" (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that it or they will enter a general appearance upon the Insurer's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada, which makes provision thereof, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his 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 Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and the insurer hereby designated the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Apollo Insurance Solutions Ltd.		
Effective Date of This Endorsement	Authorized Representative	

EO 61902 (02-20)

51001-BPRO8052356-01-715867

EO 61900 (02-20)

**Professional Services Endorsement – Life Insurance Agents Errors and Omissions Liability****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modified insurance provided under the:

**Life Insurance Agents Errors and Omissions Liability Policy.**

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. **Section II. Definitions**, Items A. and P. are deleted in their entirety and replaced by the following:

A. "Agent" means an individual as shown in Item 1. of the "Certificate of Insurance", who has complied with all of the following:

1. has or had elected to enroll for coverage under this Policy or any Policy issued by the Insurer of which this Policy is a renewal;
2. has paid his or her premium;
3. is licensed by the appropriate authorities to solicit and sell such products and services; and
4. when required in rendering "Professional Services", is properly registered with the applicable self-regulatory organization, provincial government agency and provincial securities commission.

Such individuals shall be specifically designated by name and their names shall be on file with the "Policyholder".

P. "Professional Services" mean:

1. The sale or servicing of:
  - a. Life insurance, accident and sickness insurance, disability income insurance, indexed annuities fixed annuities, Guaranteed Investment Certificates; or
  - b. Variable insurance products, including but not limited to variable annuities, flexible and scheduled premium annuities and variable life insurance;
2. The sale of:
  - a. Registered Retirement Income Funds, Registered Retirement Savings Plans, Registered Education Savings Plans, Registered Disability Savings Plans and Tax Free Savings Accounts (the sale of such Funds, Plans and Savings Accounts only).

Financial planning, advice and consultation solely in connection with any of the products listed in Subsection 1.a; 1. b; and 2.a.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Apollo Insurance Solutions Ltd.	
Effective Date of This Endorsement	Authorized Representative



**Apollo Insurance Solutions Ltd.  
Life Professional Liability Program  
Master Policy Aggregate**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Life Insurance Agents Errors and Omissions Liability Policy.**

In consideration of the premium paid for this Policy, it is understood and agreed that:

Section IV. Limit of Liability, Master Policy Aggregate, Interrelated Claims and Deductible Amount, B. is deleted and replaced with the following:

B. The Master Policy Aggregate identified in Item 3. a. of the "Master Policy's" Declarations is the maximum limit of the Insurer's liability for all "Damages" and "Defense Costs" arising out of all "Claims" covered under the "Master Policy" which are reported to the Insurer in accordance with the terms herein. The "Master Policy Aggregate" applies regardless of the number of "Insureds", "Claims", or "Wrongful acts".

The "Master Policy Aggregate" identified in item 3. a. of the "Master Policy's" Declarations is the maximum cumulative limit of the insurer's liability for all "Damages" and "Defense Costs" arising out of all "Claims" covered under Certificates of Insurance issued for the following Master Policies: BPRO8052356-01; BPRO8052356-02; BPRO8052356-03; BPRO8052356-04; BPRO8052356-05; BPRO8052356-06; BPRO8052356-07; BPRO8052356-08; BPRO8052356-09; BPRO8052356-10; BPRO8052356-11; and BPRO8052356-12.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

## Provincial Regulatory Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modified insurance provided under the:  
**Life Insurance Agents Errors and Omissions Liability Policy.**

In consideration of the premium paid for this Policy, it is understood and agreed that:

### **I. ALBERTA INSURANCE COUNCIL ENDORSEMENT**

It is understood and agreed that, for the purpose of this Endorsement only, with respect to an "Agent" placing business in the Province of Alberta:

- A. The Limits of Liability should not be less than \$500,000 CAD per "Claim" and an aggregate amount of \$2,000,000 CAD each "Agent" for all insurance "Claims" made during the "Policy Period", and these limits shall be dedicated to insurance "Claims" arising in the province of Alberta.

- B. Policy **Section I. Insuring Agreements** has been amended to add the following:

#### **COVERAGE – ALBERTA FRAUDULENT ACTS**

Coverage is provided for loss resulting from fraudulent acts committed by an "insured" and will operate to protect the claimant to the full amount of the coverage prescribed by regulation provided always that this coverage shall not apply to any "Insured" who participated in or ratified the fraudulent act; subject to the following provisions:

1. The amount payable under this Policy by virtue of this endorsement shall in no event exceed the amount which would have been payable under such policy of insurance which, the "Insured" failed to obtain or provide, but in no event shall the Insurer's liability exceed the Limit of Liability of this Endorsement.
  2. The coverage afforded under this Policy by virtue of this Endorsement contained in this paragraph 2 shall not:
    - a. benefit any person or entity committing, making or condoning any such dishonest or fraudulent act or omission;
    - b. provide any coverage if the business is a sole proprietorship or is a corporation that has a single shareholder and no other employees.
- C. Policy **Section II. Definitions** Item J. is amended with the addition of the following:
5. A business is defined as corporation, partnership or sole proprietorship with which the "Agent" is associated or employed but does not include an "Insurer".
- D. Policy **Section II. Definitions** is amended with the addition of the following:

For the purpose of this Endorsement only, "Insurer" shall mean any person that undertakes or effects, or agrees or offers for valuable consideration to undertake or effect a contract of insurance, including the underwriters or syndicates of underwriters operating on the plan known as Lloyd's, but does not include a person who exchanges with other persons reciprocal contracts of indemnity or inter-insurance as part of a reciprocal insurance exchange.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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- E. Policy **Section V. Extended Reporting Period** A.1. shall be deleted in its entirety and replaced with the following:
- A. Automatic Twelve (12) Month Extended Reporting Period – Unless replacement coverage is obtained after cancellation or expiration of this Policy, this Policy shall apply to “Claims” first made against the “Agent” and reported to the Insurer during the twelve (12) months immediately following the date of cancellation (such (12) months to be called the extended reporting period) resulting from an error, omission or negligent act in the rendering of “Professional Services” by the “Agent” prior to the date of expiration or cancellation of this Policy.
- F. Policy **Section VI. Notice, Cooperation, Defense and Settlement** Item C. is amended to include the following:  
If a claimant has a judgment against the “Insured” or enters into a settlement with the Insurer which is covered by this policy, the Insurer must pay the full amount of judgment or settlement up to the limits of the Policy directly to the claimant and may recover the deductible from the “Insured”.
- G. Policy **Section VII. General Conditions** Item G. Cancellation and Termination is amended to include the following:  
The Insurer agrees to give the Alberta Insurance Council written notice of any cancellation or nonrenewal or any changes hereby the Policy does not meet the form and contents required by regulation and further agrees that such notice shall not become effective until thirty (30) days after actual receipt of such notice by the Alberta Insurance Council.

## II. BRITISH COLUMBIA ENDORSEMENT

It is understood and agreed that for the purpose of this Endorsement only, the following Limits of Liability shall be offered to an “Agent” placing business in the Province of British Columbia:

It is agreed, with respect to “Agents” licensed in British Columbia, the following Limits of Liability shall be afforded:

“Agents” Licensed in British Columbia: \$1,000,000 CAD Each “Claim”/Each “Agent”  
\$2,000,000 CAD Aggregate Each “Agent”

Any insured “Agent” who is a licensed life insurance agent and accident and sickness agent agrees to give written notice by registered mail of any cancellation or non-renewal of this Policy to the Insurance Council of British Columbia within 5 business days of such cancellation or non-renewal.

It is further agreed that **Section IV. Limit of Liability, Master Policy Aggregate, Interrelated Claims and Deductible amount** is hereby deleted and amended as follows:

- A. Limit of Liability (Including Defense Costs) – “Agent”
1. Aggregate Limit of Liability Each “Claim”: The Limit of Liability of the Insurer for all “Damages” for each “Claim” first made during the “Policy Period” and Extended Reporting Period, if applicable, shall not exceed the amount stated in Item 4. of the “Agent’s” “Certificate of Insurance” for Each “Claim”.
  2. Aggregate Limit of Liability Each “Agent”: The Limit of Liability of the Insurer for all “Damages” for all “Claims” first made against each “Agent” during the “Policy Period” and Extended Reporting Period, if applicable, shall not exceed the amount stated in Item 4 of the “Agent’s” “Certificate of Insurance” as Aggregate Each “Agent”.
  3. Aggregate Limit of Liability other “Insureds”: No additional Limits of Liability are provided to “Insureds” as defined in Section II. J. 2 through 4. The Limit of Liability of the Insurer for “Damages” for all “Claims” first made against “Insureds” as defined in Section II. J. 2 through 4 during the “Policy Period” or Extended Reporting Period, if applicable, shall be that Limit of Liability applicable to the “Agent” whose “Wrongful act” gave rise to the “Claim” or the “Agent” who is responsible for the “Wrongful act” of such other “Insureds”.
- B. Interrelated Claims: All “Interrelated Claims” shall be deemed a single “Claim”, subject to a single Each “Claim” Limit of Liability, if covered, and such “Claim” shall be considered first made on the date the earliest such “Interrelated Claim” is first made against an “Insured”, regardless of whether such date is before or during the “Policy Period”.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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- C. Deductible Amount: The Deductible Amount stated in Item 6 of the "Certificate of Insurance" is applicable to each "Claim" and applies only to the payment of "Damages". The Limits of Liability set forth in Item 4. of the "Agent's" "Certificate of Insurance" and Item 2. of the "Master Policy" Declarations are in addition to and in excess of any applicable Deductible amount.
- D. All "Defense Costs" as provided for in Section II. H. of the Policy wording shall be in addition to the applicable Limit of Liability.

For the purposes of the British Columbia endorsement only, the Limit of Liability for each licensed additional Insured, Firm or Independent Partnership, listed on the "Agent's" Certificate of Insurance shall be \$1,000,000 each claim subject to an aggregate of \$2,000,000 for all claims each policy period. All defense expenses and supplementary payments as provided for in the policy wording shall be in addition to the applicable Limit of Liability for all claims made and reported during the policy period.

### III. MANITOBA ENDORSEMENT

For for the purpose of this Endorsement only, with respect to an "Agent" licensed in the province of Manitoba, Canada, it is agreed, notwithstanding the limits specified in the "Certificate of Insurance" as elected by each "Agent", the limits of liability as respects Life, Accident and Sickness insurance agents shall be no less than \$1,000,000 "each claim" and \$5,000,000 annual aggregate.

It is further understood and agreed that, only with respect to a negligent act, error or omission committed or allegedly committed on or after June 1, 2001 by an "Agent" licensed by the Insurance Council of Manitoba, Policy **Section V. Extended Reporting Periods** is deleted in its entirety and replaced with the following:

#### EXTENDED REPORTING PERIODS

If a) the "Policyholder" elects not to renew this Policy or b) this Policy is cancelled by the "Policyholder", then the "Agent" shall have a period of five years after the date of such nonrenewal, cancellation or termination, to give written notice to the Insurer of any "Claim" which (1) is first made during said five year period, and (2) arises out of a negligent act, error or omission that occurred on or after June 1, 2001 and before the date of such nonrenewal, cancellation or termination by the "Policyholder". This Extended Reporting Period shall not be available if the "Agent" has any other applicable insurance, including any policy issued subsequent to this Policy. Any and all premium paid for this extension period shall be deemed earned at its commencement without any obligation by the "Agent" to return any part thereof. The extension period shall not in any way increase the Limit of Liability set forth in the Declarations.

The Policy is further amended as follows:

It is agreed that **Section IV. Limit of Liability, Master Policy Aggregate, Interrelated Claims and Deductible amount** is hereby deleted and amended as follows:

- A. Limit of Liability (Including Defense Costs) – "Agent"
1. Aggregate Limit of Liability Each "Claim": The Limit of Liability of the Insurer for all "Damages" for each "Claim" first made during the "Policy Period" and Extended Reporting Period, if applicable, shall not exceed the amount stated in Item 4. of the "Agent's" "Certificate of Insurance" for Each "Claim".
  2. Aggregate Limit of Liability Each "Agent": The Limit of Liability of the Insurer for all "Damages" for all "Claims" first made against each "Agent" during the "Policy Period" and Extended Reporting Period, if applicable, shall not exceed the amount stated in Item 4 of the "Agent's" "Certificate of Insurance" as Aggregate Each "Agent".
  3. Aggregate Limit of Liability other "Insureds": No additional Limits of Liability are provided to "Insureds" as defined in Section II .J. 2 through 4. The Limit of Liability of the Insurer for "Damages" for all "Claims" first made against "Insureds" as defined in Section II. J. 2 through 4 during the "Policy Period" or Extended Reporting Period, if applicable, shall be that Limit of Liability applicable to the "Agent" whose "Wrongful act" gave rise to the "Claim" or the "Agent" who is responsible for the "Wrongful act" of such other "Insureds".

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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- B. Interrelated Claims: All "Interrelated Claims" shall be deemed a single "Claim", subject to a single Each "Claim" Limit of Liability, if covered, and such "Claim" shall be considered first made on the date the earliest such "Interrelated Claim" is first made against an "Insured", regardless of whether such date is before or during the "Policy Period".
- C. Deductible Amount: The Deductible Amount stated in Item 6 of the "Certificate of Insurance" is applicable to each "Claim" and applies only to the payment of "Damages". The Limits of Liability set forth in Item 4. of the "Agent's" "Certificate of Insurance" and Item 2. of the "Master Policy" Declarations are in addition to and in excess of any applicable Deductible amount.
- D. All "Defense Costs" as provided for in Section II. H. of the Policy wording shall be in addition to the applicable Limit of Liability.

In consideration of the premium charged it is further understood and agreed that:

The coverage afforded under this Policy shall also apply to a "Claim" in excess of the Deductible and subject to the Limits of Liability indicated in this endorsement, for which an "Agent" acting as a licensed life insurance agent in the Province of Manitoba is legally liable to any third party for failure to obtain or provide insurance as a result of any dishonest or fraudulent act, subject to the following provisions:

1. The "Claim" must first be made against the "Agent" during the "Policy Period" and reported in writing to the Insurer during the "Policy Period" or Extended Reporting Period, if applicable;
2. The amount payable under this Policy by virtue of this Endorsement shall in no event exceed the amount which would have been payable under such policy of insurance that the "Agent" dishonestly or fraudulently failed to obtain or provide;
3. In the event an "Agent" fails to seek coverage under this endorsement, upon demand of an interested third-party, the Insurer may investigate and determine the applicability of coverage. If coverage is afforded, the Insurer shall make payment directly to such third-party and shall be entitled to reimbursement from the "Agent" for the amount of the Deductible and any other amount expended.
4. The coverage afforded under this Policy by virtue of this endorsement shall not:
  - i. benefit any person committing, making or condoning any such dishonest or fraudulent act;
  - ii. benefit any creditor of any "Agent" hereunder for non-payment of accounts, or refunds of premiums or premium taxes;
  - iii. apply to any "Claim" which is afforded coverage by the Policy to which this endorsement is attached;
  - iv. apply to a "Claim" arising out of the insolvency of an "Agent" or any affiliate of an "Agent"; or
  - v. apply to any "Claim" brought by either the "Sponsoring Organization" or an insurance company.
5. The "Agent", the "Sponsoring Organization" and any "Insured" not implicated in such dishonest or fraudulent act shall give written notice of:
  - i. the discovery of any act which may give rise to a "Claim" covered by this Endorsement; and
  - ii. the discovery of reasonable cause for suspicion of any act on the part of any "Insured" which may give rise to a "Claim" covered by this Endorsement.
  - iii. In the event of a "Claim" hereunder, the "Agent", the "Sponsoring Organization" and any other "Insured" not implicated in such dishonest or fraudulent act shall cooperate with the Insurer in the investigation of any such "Claim" and shall give such information and assistance to the Insurer as requested to enable the Insurer to obtain restitution from the "Agent" committing such act and shall withhold for the benefit of the Insurer any such money due or other property belonging to such "Agent".
  - iv. For the purpose of this endorsement only, with respect to an "Agent" placing business in the Province of Manitoba, the following Limits of Liability shall be offered:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Apollo Insurance Solutions Ltd.	
Effective Date of This Endorsement	Authorized Representative

# Berkley Insurance Company

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Limits of Liability: \$1,000,000 CAD each "Claim" / Each "Agent"

\$5,000,000 CAD Aggregate Policy Period / Each "Agent"

Deductible: \$2,000 CAD "Claim" / Each "Agent" (Damages only)

The following provision is added to **Section VII. General Conditions** of the Policy:

In the event of:

- a) cancellation, termination or refusal to renew the Policy; and
- b) the deletion of an "Agent" from the Policy provided that the "Agent" is in compliance with the Insurance Act of Manitoba, Regulation 52/2001R as amended.

It is agreed that the Insurer, by way of the Producer, undertakes to give fifteen (15) days written notice by registered mail to:

**Insurance Council of Manitoba**  
**466-167 Lombard Avenue**  
**Winnipeg, MB R3B OT6**

Whenever used in this Endorsement, the term "Agent" shall mean only a life and/or accident and sickness insurance agent licensed by the Insurance Council of Manitoba. All other terms used in this Endorsement have the same meaning as in the Policy.

## IV. **NEWFOUNDLAND AND LABRADOR ENDORSEMENT**

It is understood and agreed that, for the purpose of this Endorsement only, with respect to an "Agent" placing business in the Province of Newfoundland and Labrador:

It is hereby agreed that:

The coverage afforded under this Policy shall also apply to a "Claim" in excess of the Deductible and subject to the Limits of Liability indicated in this endorsement, for which an "Insured" is legally liable to any third party (other than an insurance company which may have or assert a right of action for breach of contract or for indemnity or contribution), for failure to obtain or provide insurance as a result of any dishonest or fraudulent act by one of more "Insureds" acting directly or in collusion with others in the conduct of the business of the "Insured" as a licensed life insurance agent in the Province of Newfoundland and Labrador, as defined in the Insurance Act of Newfoundland and Labrador while this coverage is in force and for which a "Claim" is first made against an "Insured" during the "Policy Period" and reported in writing during the "Policy Period" or Extended Reporting Period, if applicable, subject to the following provisions:

- B. The amount payable under this Policy by virtue of this endorsement shall, in no event, exceed the amount which would have been payable under such Policy of insurance which an "Insured" dishonestly or fraudulently failed to obtain or provide.
- C. In the event of the failure of the "Insured" to pay a "Claim" to which this Policy may apply by virtue of this endorsement upon demand of any third-party then the Company shall make payment, after investigating coverage, directly to such third-party and shall be entitled to reimbursement from the "Insured" for the amount of the Deductible and any other amount expended by the Company.
- D. The coverage afforded under this Policy by virtue of this endorsement shall not:
  - i. benefit any person committing, making or condoning any such dishonest or fraudulent act;
  - ii. benefit any creditor of any "Insured" hereunder for non-payment of accounts, or refunds of premiums or premium taxes;
  - iii. apply to a "Claim" which is afforded coverage by the Policy to which this endorsement is attached; or

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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# Berkley Insurance Company

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- iv. apply to a "Claim" arising out of the insolvency of a "Insured" or any affiliate of an "Insured".
- E. Any "Insured" not implicated in such dishonest or fraudulent act shall give written notice of:
  - i. the discovery of any act which may give rise to a "Claim" covered by this endorsement; and
  - ii. the discovery of reasonable cause for suspicion of any act on the part of any "Insured" which may give rise to a "Claim" covered by this endorsement.
- F. In the event of a "Claim" hereunder, any "Insured" not implicated in such dishonest or fraudulent act shall cooperate with the Insurer in the investigation of any such "Claim" and shall give such information and assistance to the Company as requested to enable the Company to obtain restitution from the "Named Insured" committing such act and shall withhold for the benefit of the Company any such money due or other property belonging to such "Insured".
- G. The Limit of Liability under this endorsement shall be \$1,000,000 each "Claim" each "Insured" and \$1,000,000 in the Aggregate, each "Insured", per Policy Aggregate "Policy Period", with a Deductible of \$1,000 each "Claim" each "Insured" ("Damages" only).

## V. NOVA SCOTIA ENDORSEMENT

It is understood and agreed that for the purpose of this Endorsement only, with respect to an "Agent" placing business in the Province of Nova Scotia:

The following provision is added to **Section VII. General Conditions** of the Policy:

It is agreed that the Insurer, by way of the Producer, undertakes to give thirty (30) days written notice by registered mail to the cancellation of this Policy to:

**Nova Scotia Department of Finance  
Financial Institutions Division  
515 Terminal Road. 7<sup>th</sup> Floor  
Halifax, Nova Scotia B3J 1A1**

## VI. ONTARIO ENDORSEMENT

For the purposes of the coverage provided under this endorsement and applicable to an "Agent" in the Province of Ontario only, this Policy is amended as follows:

### **ONTARIO FRAUDULENT ACTS**

- A. **Section III. Exclusions**, Item D. is deleted in its entirety and replaced with the following:

This Policy does not apply to any "Claim":

  - D. Arising out of any act, error or omission of the "Insured" committed with malicious or knowingly wrongful purpose or intent; however, notwithstanding the foregoing the "Insured" shall be afforded a defense, subject to the terms of this Policy, until the allegations are subsequently proven by a final adjudication. In such event, the "Insured" shall reimburse the Insurer for all "Defense Costs" incurred by the Insurer.
- B. In compliance with minimum requirements set forth in Canadian Insurance Act, Section 17 of Regulation 663 as amended by Regulation 760/94 (the Insurance Act) the following Limits of Liability and Deductible apply:

Limits of Liability:

  - \$1,000,000 CAD Each "Claim/Each "Agent"
  - \$2,000,000 CAD Aggregate/Each "Agent"
  - Deductible: \$1,000 CAD Each "Claim"
- C. **Section IV. Limit of Liability, Master Policy Aggregate, Interrelated Claims and Deductible Amount**, Items A.1. and A.2. are deleted in their entirety and replaced by the following:
  - A. Limit of Liability (Including Defense Costs) – "Agent"

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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1. Aggregate Limit of Liability Each "Claim": The Limit of Liability of the Insurer for all "Damages" and "Defense Costs" for each "Claim", including "Claims" against the "Agent" arising out of fraudulent acts or omissions first made during the "Policy Period" and Extended Reporting Period, if applicable, shall not exceed the amount stated in Item 4. of the "Agents" Certificate of Insurance" for Each "Claim".
  2. Aggregate Limit of Liability Each "Agent": The Limit of Liability of the Insurer for all "Damages" and "Defense Costs" for all "Claims", including "Claims" against the "Agent" arising out of fraudulent acts or omissions first made against the "Agent" during the "Policy Period" and Extended Reporting Period, if applicable, shall not exceed the amount stated in Item 4. of the "Agents" "Certificate of Insurance" as Aggregate Each "Agent".
- D. **Section I. Insuring Agreements**, Item A., is amended to include the following:
- The Insurer shall pay on behalf on the "Agent", subject to the Limits of Liability shown above, all sums in excess of the Deductible shown above that the "Agent" is legally liable to any third party (other than an insurance Insurer, which may have or assert a right of action for breach of contract or for indemnity of contribution) for failure to obtain or to provide insurance as a result of a fraudulent act or omission by one or more "Insureds" acting directly or in collusion with others in the conduct of the "Agent's" profession as a Life Insurance Agent, as defined in the Insurance Act.
- The Insurer shall pay on behalf on the "Agent", subject to the Limits of Liability shown above, all sums in excess of the Deductible shown above that the The "Agent" is legally obligated to pay as "Damages" and "Defense Costs" because of a "Claim" first made against the "Insured" and reported to the Insurer in writing during the "Certificate Period", or any applicable Extended Reporting Period of this Policy, provided that:
1. The Limits of Liability under this Policy by virtue of this endorsement shall not exceed the amount which would have been payable under such insurance which the "Insured" either failed to obtain or to provide.
  2. If the "Agent" fails to pay "Damages" to a third party, then the Insurer shall make payment, after investigation, directly to such third party and shall be entitled to reimbursement from the "Agent" for the amount of Deductible applicable to such "Damages" and any other amount expended by the Insurer.
- E. The coverage provided under this endorsement shall not:
1. Benefit a person who commits or condones any fraudulent act or omission;
  2. Benefit any creditor of the "Insured" for non-payment of accounts, or refunds or premiums or premium taxes;
  3. Apply to "Damages" which is afforded under the Policy to which this endorsement is attached;
  4. Apply to loss that results from the insolvency of the "Agent" or an affiliate of the "Agent"; and
  5. Include any amount paid for premium or tax money commingling or misappropriated by an "Insured".
- F. The following is added to **Section VI. Notice, Cooperation, Defense and Settlement** of the Policy:
- The "Agent" or any "Insured" not implicated in a fraudulent act or omission shall give written notice to the Insurer as soon as practicable and during the "Certificate Period" of:
1. The discovery of an act or omission which may lead to a "Claim" under this endorsement.
  2. The discovery of reasonable cause for suspicion of any act or omission which may lead to a "Claim under this endorsement;
- G. If a "Claim" is made under this endorsement, the "Agent" or any "Insured" who is not implicated in a fraudulent act or omission shall cooperate with the Insurer in the investigation of the "Claim". Information and assistance that is required to obtain payment from an "Insured" who commits a fraudulent act or omission will be provided to the Insurer as requested. Money owed, or property belonging to such "Insured", shall be withheld for payment to the Insurer.
- H. The Insurer agrees to give the Superintendent of Insurance written notice of any cancellation, nonrenewal or reduction of Limits of Liability. The Insurer further agrees that cancellation, nonrenewal or reduction of Limits of Liability does not become effective until thirty (30) days after the Superintendent of Insurance has received such notice.

## Written notice must be sent to:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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**Superintendent of Insurance  
Ontario Insurance Commission  
5160 Yonge Street, 16<sup>th</sup> Floor  
North York, Ontario M2N 6L9**

## **VII. SASKATCHEWAN ENDORSEMENT**

For purposes of this endorsement only and in consideration of payment of an additional premium, and only for policies placed in the province of Saskatchewan, it is agreed and understood that if the policy limits listed on the Declaration Page have been exhausted, this policy will comply with all minimum Saskatchewan limits requirements including coverage for Dishonest Acts for each licensed additional Insured, firm or independent partnership, as listed on the Certificate of Insurance, subject to all terms and conditions of the policy applicable to all insureds.

The Limit of Liability for each licensed additional insured, firm or independent partnership, as listed on the "Agent's" Certificate of Insurance shall be \$1,000,000 each claim subject to an aggregate of \$1,000,000 for all claims each policy period. All defense expenses and supplementary payments as provided for in the policy wording shall be in addition to the applicable Limit of Liability for all claims made and reported during the policy period.

The coverage afforded under this Policy shall also apply to a "Claim" in excess of the Deductible and subject to the Limits of Liability indicated in this endorsement, for which an "Agent" acting as a licensed life insurance agent in the Province of Saskatchewan is legally liable to any third party for failure to obtain or provide insurance as a result of any dishonest or fraudulent act, subject to the following provisions:

1. The "Claim" must first be made against the "Agent" during the "Policy Period" and reported in writing to the Insurer during the "Policy Period" or Extended Reporting Period, if applicable.
2. The amount payable under this Policy by virtue of this Endorsement shall in no event exceed the amount which would have been payable under such policy of insurance that the "Agent" dishonestly or fraudulently failed to obtain or provide.
3. In the event an "Agent" fails to seek coverage under this endorsement, upon demand of an interested third-party, the Insurer may investigate and determine the applicability of coverage. If coverage is afforded, the Insurer shall make payment directly to such third-party and shall be entitled to reimbursement from the "Agent" for the amount of the Deductible and any other amount expended.
4. The coverage afforded under this Policy by virtue of this endorsement shall not:
  - i. benefit any person committing, making or condoning any such dishonest or fraudulent act;
  - ii. benefit any creditor of any "Agent" hereunder for non-payment of accounts, or refunds of premiums or premium taxes;
  - iii. apply to any "Claim" which is afforded coverage by the Policy to which this endorsement is attached;
  - iv. apply to a "Claim" arising out of the insolvency of an "Agent" or any affiliate of an "Agent"; or
  - v. apply to any "Claim" brought by an insurance company.
5. The "Agent" and any "Insured" not implicated in such dishonest or fraudulent act shall give written notice of:
  - i. the discovery of any act which may give rise to a "Claim" covered by this Endorsement; and
  - ii. the discovery of reasonable cause for suspicion of any act on the part of any "Insured" which may give rise to a "Claim" covered by this Endorsement.
6. In the event of a "Claim" hereunder, the "Agent" and any other "Insured" not implicated in such dishonest or fraudulent act shall cooperate with the Insurer in the investigation of any such "Claim" and shall give such information and assistance to the Insurer as requested to enable the Insurer to obtain restitution from the "Agent" committing such act and shall withhold for the benefit of the Insurer any such money due or other property belonging to such "Agent".

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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