

Our promise to you In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of this **policy**.

Vishal Kundi

CEO, Boxx Insurance Inc.

Conditions precedent **This Policy contains a clause which may limit the amount payable.**
Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.
In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Definitions Words shown in **bold** type have the same meaning wherever they appear in this **policy**.
The words defined below are used throughout this **policy**.

Additional business expenses The reasonable and necessary additional costs incurred as a direct result of a **cyber attack**, but not including any normal overhead costs, general business expenses, salaries or wages incurred by **you** or any other person or entity entitled to coverage under this **policy**.

Advertising Advertising, publicity or promotion in or of **your** products or services.

Breach The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, **personal data** or confidential corporate information.

Breach costs The reasonable and necessary costs incurred by **you** with **our** prior written agreement in direct response to an actual or suspected **breach**, including but not limited to:

1. legal costs to:
 - a. provide advice to **you** in connection with **your** investigation of a **breach**;
 - b. assist with the preparation of notifications to any regulator and affected **data subjects**; and
 - c. determine and pursue any indemnity under a written agreement with a third-party;
2. **breach forensic costs**;
3. costs incurred to notify:
 - a. each affected **data subject** of the **breach**; and
 - b. any regulatory body, including but not limited to the Office of the Privacy Commissioner of Canada or any equivalent provincial office, of the **breach**;
 where **you** are required by any law or regulation to do so or where **you** do so voluntarily;
4. costs **you** incur to use a third-party call centre to answer enquiries from affected **data subjects** following notification of the **breach** to such **data subjects**;
5. **credit monitoring costs**; and
6. costs to monitor the dark web for the appearance of any information accessed in the course of a **breach**;

but not including any overhead costs, general business expenses, salaries or wages incurred by **you** or any other person or entity entitled to coverage under this **policy**.

Breach forensic costs Costs **you** incur for:

1. computer forensic analysis conducted by outside forensic experts to:
 - a. confirm whether or not a **breach** has occurred;
 - b. identify any affected **data subjects**; and
 - c. stop or contain the **breach**; and
2. outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.

Bricking costs	<p>The costs of rectifying or replacing any part of the your computer system, where such part has not been physically damaged or destroyed but cannot be used as a direct result of a security failure.</p> <p>However bricking costs do not include:</p> <ol style="list-style-type: none"> 1. data recovery costs; and 2. the costs of rectifying or replacing any part of any hardware or software dedicated to detecting or causing changes in physical processes through the direct monitoring or controlling of physical devices, including but not limited to programmable logic controllers, supervisory control and data acquisition (SCADA) systems, computer numerical control systems, or distributed control systems.
Business	Your business or profession identified in your proposal for this insurance.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within a court of competent jurisdiction anywhere in the world.
Computer system	<p>Any programs, computer network, hardware, software, information technology or communications system, including any email system, intranet, extranet or website.</p> <p>Computer system shall also include an employee owned device while being used for your business.</p>
Credit monitoring costs	The reasonable and necessary costs incurred by you with our prior written agreement to provide credit monitoring services or other credit protection services to each affected data subject .
Cyber attack	<p>Any digital attack designed to disrupt access to or the operation of a computer system, including but not limited to any:</p> <ol style="list-style-type: none"> 1. malicious search engine optimisation; 2. malicious clicking on any pay-per-click links; 3. crypto-jacking; or 4. denial of service attack or distributed denial of service attack.
Cyber ransom losses	<p>Following an illegal threat:</p> <ol style="list-style-type: none"> 1. the reasonable and necessary fees of our appointed consultant, incurred by you with our prior written agreement, for advising you on the handling and negotiation of the ransom demand; 2. the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and 3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.
Cyber terrorism	Any act or series of acts, or the threat of such act or acts, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization, through the use of computer systems to destruct, disrupt or subvert any computer system, computer network, infrastructure, the Internet, an intranet, telecommunications and/or its content, with the intention to cause harm or committed for political, religious or ideological purposes, including but not limited to the influencing of any government and/or to put the public or a section of the public in fear.
Data asset	Any electronic data or software.
Data recovery costs	<p>The reasonable and necessary costs and expenses incurred with our prior written agreement to regain access to your data asset, or to replace, restore or repair your data asset from back-ups, originals, or other sources.</p> <p>This does not include:</p> <ol style="list-style-type: none"> 1. costs incurred after it has been established that your data asset cannot be replaced, restored or repaired, or access to it cannot be regained; 2. the economic value of your data asset, including the value of any trade secrets;

	<ol style="list-style-type: none"> 3. costs to restore, update, or replace your data asset to a level beyond that which existed prior to the event, unless your data asset can only be replaced, restored or repaired by purchasing a newer equivalent; or 4. costs to research or develop your data asset or to recreate, gather or assemble facts, concepts or information needed to reproduce your data asset.
Data subject	Any natural person who is the subject of personal data .
Defence costs	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim .
Dependent business	Any individual or entity that provides you with information technology services pursuant to a written contract.
Employee	Any individual: <ul style="list-style-type: none"> performing employment duties; or carrying out voluntary work, solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such duties or work. This does not include you or your sub-contractors or outsourcers.
Endorsement	A change to the terms of the policy .
Hacker	Anyone, including an employee or supervised contractor of yours , who gains unauthorised access to or unauthorised use of your computer system or your data asset held by you or on your behalf.
Illegal threat	Any threat from a third-party, including an employee or supervised contractor but not you , to: <ol style="list-style-type: none"> 1. damage, destroy or corrupt your computer system, a data asset you hold electronically or any data for which you are responsible, including by specifically introducing a virus; or 2. disseminate, divulge or use any electronically held commercial or personal information which: <ol style="list-style-type: none"> a. you are responsible for; and b. will cause commercial harm if made public, following any unauthorised external electronic access by that third-party; or 3. carry out a cyber attack against you. 4. not withdraw from doing anything in 1. to 3. above.
Income	The total net income (net profit or loss before income taxes) of your business, less any savings resulting from the reduced costs and expenses.
Increased costs of working	The reasonable and necessary costs and expenses incurred by you for the sole purpose of minimising the reduction in income during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date the interruption to your business or voluntary shutdown commences and lasting for the period during which your income is affected as a result of such interruption or voluntary shutdown , but for no longer than the number of months shown in the schedule.
Information technology services	Computer and electronic technology services, including but not limited to cloud computing and other hosted computer resources. However, this does not include any internet service provider or telecommunications provider.
Insured person	Any natural person who is, or during the period of insurance becomes, a statutory director, partner or officer of you .
Loss	Any financial harm caused to your business .
Money	Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts, money orders or any electronic, digital, online or cryptocurrency.
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. any products or services which include, involve or relate in any way to anything in 1. above, or the storage, handling or disposal of anything in 1. above; 3. all operations carried out on any site or premises on which anything in 1. or 2. above is located.
PCI charges	Any charges, fines, penalties, levies, costs, recertification costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.
PCI DSS	Payment Card Industry Data Security Standard or any similar or successor standard or regime.

Pending and prior litigation date	The date stated as the pending and prior litigation date in the schedule.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Personal data	Any non-public individually identifiable information about a data subject that constitutes personal information under the Personal Information Protection and Electronic Documents Act, S.C. 2000 c. 5 (“PIPEDA”) or the Privacy Act, R.S.C. 1985, c.P-21, as amended (“Privacy Act”), and regulations issued pursuant to such Acts or any similar Canadian federal, provincial or territorial statute or regulation, or any equivalent legislation outside of Canada or the, including any successor legislation or regulation.
Policy	This insurance document and the schedule, including any endorsements .
Pollutant	Any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, soot, fumes, acids, alkalis, chemicals, germs and waste, including but not limited to materials to be recycled, reconditioned or reclaimed.
Pollution risks	Any actual, alleged, or threatened discharge, dispersal, release, or escape of a pollutant , including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize a pollutant .
Privacy forensic costs	The reasonable and necessary costs incurred by you with our prior written agreement for forensic services conducted by outside forensic experts to assist in the defence of a claim .
Privacy investigation	Any official examination, official inquiry or official investigation based on the same circumstances as any breach or claim under What is covered, B. Claims and investigations against you , Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body anywhere in the world.
Privacy investigation costs	The reasonable and necessary lawyers’ and experts’ fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation or an investigation for any actual or alleged breach of PIPEDA or the Privacy Act or regulations issued pursuant to such Acts or any similar Canadian federal, provincial or territorial statute or regulation, or any equivalent legislation outside of Canada, including any successor legislation or regulation.
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Property	Tangible property.
Public relations costs	The reasonable costs incurred with our prior written agreement: <ol style="list-style-type: none"> 1. for a public relations or crisis management consultant to assist you in re-establishing your business reputation and to respond to media reports, including the development and communication of a strategy to repair your reputation; 2. to issue statements via email or your website and social media accounts, including managing and monitoring your social media sites; and 3. for any other reasonable and proportionate measures taken to protect or re-establish the reputation of your business.
Regulatory award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .
Retention	The amount you must bear as the first part of each agreed claim or loss .
Rogue employee	An employee who deliberately acts outside the course and scope of their employment duties or disobeys your rules and policies, and whose conduct is intended to cause harm to you or to another person or business.
Securities	Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent money or property .
Security failure	Any failure by you or by others on your behalf (including but not limited to your sub-contractors and outsourcers) in securing your computer system against unauthorised electronic access or use.

Social engineering communication	<p>Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of money, securities or property that such person or third-party is not entitled to, where such person improperly:</p> <ol style="list-style-type: none"> 1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such money, securities or property had they made such a request; or 2. assumes the identity of another person who you or someone on your behalf reasonably believes exists and would be lawfully entitled to possession of or access to such money, securities or property had they existed and made such request.
Subsidiary	<p>An entity domiciled in Canada:</p> <ol style="list-style-type: none"> 1. that has been identified in the presentation of the risk for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the period of insurance; or 2. which you create or acquire during the period of insurance: <ol style="list-style-type: none"> a. where its consolidated revenues at the date of creation or acquisition are less than 20% of your existing consolidated revenues; b. where the acquired entity's business activities are similar to yours; and c. which has not suffered any loss or been subject to any claim with a value greater than the retention, which would have been covered under this policy. <p>If your new subsidiary does not qualify for automatic coverage as provided above, we will insure it for 30 days after the acquisition or creation while we underwrite the new subsidiary. We will only provide coverage beyond the 30 day period by our written agreement.</p>
Supervised contractor	Any independent contractor when performing work for you under your direction and supervision.
System failure	<p>Any:</p> <ol style="list-style-type: none"> 1. accidental, unintentional or negligent act, error, or omission in the operation or maintenance of your computer system; 2. failure in power supply, but only if the power supply is under your direct operational control; or 3. other unplanned outage of your computer system.
Terrorism	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ol style="list-style-type: none"> 1. is committed for political, religious, ideological or similar purposes; and 2. is intended to influence any government or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a. involves violence against one or more persons; or b. involves damage to property; or c. endangers life other than that of the person committing the action; or d. creates a risk to health or safety of the public or a section of the public. <p>Terrorism does not include any of the elements described under cyber terrorism.</p>
Virus	Programs that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
Voluntary shutdown	Voluntary shutdown means a shut-down by you of all or part of your computer system to attempt to prevent or mitigate any interruption or degradation of your computer system resulting from a breach, security failure, illegal threat, cyber attack against you or system failure (if your schedule shows this cover is provided), but only where the shut-down is deemed appropriate in our reasonable opinion in order to attempt to reduce business interruption costs due to the interruption or degradation.
Waiting period	The period shown in the schedule as the waiting period, being the period immediately following an interruption or voluntary shutdown during which no cover is provided under What is covered, A. Your

own losses, f. Business interruption losses, g. Reputation protection, Dependent business interruption or System failure (if **your** schedule shows this cover is provided).

War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. However, war does not include cyber terrorism .
We/Us/Our	The Lloyd's Underwriters named in the schedule.
You/your	The insured named in the schedule and also: <ol style="list-style-type: none"> 1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel, chief information security officer, risk manager or chief privacy officer in actual control of your operations; and 2. any subsidiary including any person who was, is or during the period of insurance becomes a partner, director, trustee, in-house counsel, chief information security officer, risk manager or chief privacy officer of any subsidiary in actual control of its operations.

What is covered

A. Your own losses	If during the period of insurance , and in the course of your business or advertising , you discover or reasonably suspect any: <ol style="list-style-type: none"> 1. breach; 2. security failure; 3. illegal threat; or 4. cyber attack against you;
Breach costs Cyber ransom losses Cyber attack losses	we will pay: <ol style="list-style-type: none"> a. breach costs; b. cyber ransom losses; c. additional business expenses, including but not limited to: <ol style="list-style-type: none"> i. the increased cost of power; ii. the increased cost of internet usage; iii. the reasonable and necessary costs to restore your search engine rating; and iv. the cost of any malicious pay-per-click clicks, suffered or incurred by you as a direct result of a cyber attack;
Data recovery costs Bricking costs	<ol style="list-style-type: none"> d. data recovery costs; e. bricking costs (this cover is optional: your schedule will show if it is covered and the limit that applies, which limit is included within the overall limit of indemnity for this policy shown in the schedule.);
Business interruption losses	<ol style="list-style-type: none"> f. your: <ol style="list-style-type: none"> i. loss of income; and ii. increased costs of working; resulting solely and directly from a partial or total interruption to your business or voluntary shutdown commencing during the period of insurance and lasting longer than the waiting period;
Reputation protection	<ol style="list-style-type: none"> g. <ol style="list-style-type: none"> i. public relations costs; and ii. your loss of income and any increased costs of working resulting solely and directly from the damage to your reputation; and
Key person cover	<ol style="list-style-type: none"> h. the reasonable and necessary costs incurred by you with our prior written agreement to engage a consultant to: <ol style="list-style-type: none"> i. undertake the day-to-day work of a senior manager or director to the extent that such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a covered breach, security failure, illegal threat or cyber attack; or ii. manage your response to a covered breach, security failure, illegal threat or cyber attack, to enable a senior manager or director to fulfil his or her usual responsibilities.
Breach by suppliers	We will indemnify you against any loss falling within the scope of What is covered, A. Your own losses , which arises as a result of any breach directly caused by a supplier of your s.
Rogue employees	We will pay any loss falling within the scope of What is covered, A. Your own losses , caused by a rogue employee .
Dependent business interruption	The following cover is provided up to the corresponding limit shown in the schedule, which is included within the overall limit of indemnity for this policy shown in the schedule.

If **you** suffer a partial or total interruption to **your business**, which commences during the **period of insurance** and lasts longer than the **waiting period**, and which is caused by a **dependent business** suffering a **security failure** or **cyber attack**, we will pay **you**:

1. loss of **income**;
2. **increased costs of working**;
3. **data recovery costs**; and
4. **public relations costs**;

resulting solely and directly from such **security failure** or **cyber attack**. For the purposes of this cover, the **dependent business** shall be treated as 'you' for the purposes of the definition of **security failure**. This cover for **system failure** is optional. **Your** schedule will show if it is covered. If cover is provided it will be up to the corresponding limit shown in the schedule, which is included within the overall limit of indemnity for this **policy** shown in the schedule.

System failure

If **you** suffer a partial or total interruption to **your business**, which commences during the **period of insurance** and lasts longer than the **waiting period**, and which is caused by a **system failure**, we will indemnify **you** against any:

1. loss of **income**;
2. **increased costs of working**;
3. **data recovery costs**; and
4. **public relations costs**;

resulting solely and directly from such **system failure**.

B. Claims and investigations against you

If during the **period of insurance**, and in the course of **your business** or **advertising** anywhere in the world:

Privacy liability

1. any party brings a **claim** against **you** for any actual or alleged:
 - a. breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data**;
 - b. breach of duty to maintain the security or confidentiality of **personal data**;
 - c. breach of any duty of confidence, including in respect of any commercial information; or
 - d. breach of any contractual duty to maintain the security or confidentiality of **personal data**, including under a payment card processing agreement with any bank or payment processor or under **your** public facing privacy policy;

Privacy investigations

Data protection investigations

2. **you** are the subject of a **privacy investigation**;
3. **you** are the subject of an official examination, official inquiry or official investigation based on any actual or suspected breach of PIPEDA or the Privacy Act or regulations issued pursuant to such Acts or any similar Canadian federal, provincial or territorial statute or regulation, or any equivalent legislation outside of Canada, including any successor legislation or regulation;

PCI liability

Online liability

4. any party brings a **claim** against **you** for any actual or alleged breach of **PCI DSS**;
5. any party brings a **claim** against **you** for any actual or alleged:
 - a. infringement of any intellectual property rights;
 - b. defamation, including but not limited to libel, slander, trade libel, product disparagement or malicious falsehood; or
 - c. breach of any licence;

which directly arises from the content of **your** email, business social media accounts, intranet, extranet or website, including alterations or additions made by a **hacker**; or

Network security and personal data events

6. any party brings a **claim** against **you** for any actual or alleged:
 - a. transmission of a **virus**;
 - b. denial of service attack against a third party;
 - c. unauthorised acquisition, access, use, or disclosure of **personal data** or confidential corporate information that is held or transmitted in any form; or
 - d. prevention of authorised electronic access to any **computer system**, **personal data** or confidential corporate information;

we will pay:

- a. the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle the **claim** or the amount to satisfy a judgment or arbitration award against **you**, including any judgment or award ordering **you** to pay claimants' lawyers' fees and costs;
- b. any **regulatory award**;
- c. **PCI charges**;

- d. **privacy forensic costs** and **privacy investigation costs**; and
 - e. **defence costs**, but **we** will not pay costs for any part of a **claim**, **privacy investigation** or investigation not covered by this **policy**.
- Cyber trauma
- 7. Where **we** have accepted as covered under this **policy** any **claim** against **you** for actual or alleged breach of privacy under **What is covered B.1** or defamation under **What is covered B.5**, **we** will also pay that part of the said **claim** agreed as damages for mental anguish or distress, but only where such damages solely stem from the covered claim for breach of privacy or defamation.
- Activities of employees
- 8. Coverage under **What is covered, B. Claims and investigations against you** will include a **claim** brought:
 - a. against any of your **employees** to the extent they were acting on your behalf;
 - b. against **you** arising out of the activities of a **rogue employee** where **you** are liable for that **claim**.

C. Financial crime and fraud

This cover for financial crime and fraud is optional. **Your** schedule will show if it is covered. If cover is provided it will be up to the corresponding limit shown in the schedule, which is included within the overall limit of indemnity for this **policy** shown in the schedule.

If during the **period of insurance**, and in the course of **your business** anywhere in the world, **you** discover a **loss** directly from:

- Electronic theft
 - 1. the criminal taking or misappropriation by electronic means of **money, securities, or property** belonging to **you**;
- Theft of funds held in escrow
 - 2. the criminal taking or misappropriation by a **hacker**, but not an **employee** or **supervised contractor** of yours, of **money, securities, or property** belonging to a third party, from a bank account held by **you** on their behalf;
- Telephone toll fraud
 - 3. the unauthorised and criminal use by someone, other than **you** or an **employee** or **supervised contractor**, operating outside of premises used for **your business**, of any telephone lines used by **you**, including but not limited to fixed line, voice over internet protocol and mobile;
- Social engineering
 - 4. the transfer by **you** of **your money, securities or property** in direct response to a **social engineering communication**;
- Client social engineering loss
 - 5. a client transferring **money, securities or property**, which **you** were entitled to receive, to a third-party in direct response to a **social engineering communication** sent from **your computer system** as a direct result of a **hacker** (for the purposes of this cover the client shall be treated as 'you' for the purposes of the definition of **social engineering communication**, and the definition of **hacker** does not include any of **your employees, supervised contractors, sub-contractors or outsourcers**);
- Fraudulent use of your electronic identity
 - 6. the fraudulent or dishonest use of the electronic identity of **your business**, including but not limited to:
 - a. the obtaining of credit in **your** name;
 - b. the electronic signing of any contract;
 - c. the creation or use of a website designed to copy or imitate that of **your business**; or
 - d. the use by a third-party of **your** digital or electronic identity;

we will pay:

- a. the value or amount of any taken or misappropriated **money, securities or property** or, in the case of telephone toll fraud, the cost to **you** of the fraudulent calls;
- b. the reasonable and necessary costs incurred with **our** prior written agreement to extricate **your business** from any contract or arrangement entered into through such fraudulent or dishonest use of the electronic identity of **your business**; and
- c. **public relations costs**.

D. Additional covers

The following additional covers are optional. **Your** schedule will show if they are covered. If cover is provided it will be up to the corresponding limit shown in the schedule. Cover for repeat event mitigation and directors' personal cover is included within the overall limit of indemnity for this **policy**

shown in the schedule. Cover for court attendance compensation is in addition to the overall limit of indemnity for this **policy** shown in the schedule.

Repeat event mitigation	<p>Following any payment under What is covered A. to C. above, we will pay the reasonable and necessary costs and expenses incurred by you with our prior agreement to:</p> <ol style="list-style-type: none"> 1. upgrade existing hardware or software forming part of your computer system; and 2. obtain risk management advice, <p>which is necessary to prevent or minimise the chance of a reoccurrence of the event that gave rise to the payment under this policy.</p>
Directors' personal cover	<p>If:</p> <ol style="list-style-type: none"> 1. any insured person suffers a direct financial loss; or 2. a claim is brought against an insured person, <p>in their personal capacity but which would have been covered under this policy if the same claim had been brought against you or if you had suffered the same loss, we will cover the insured person under this policy as if they were you.</p>
Court attendance compensation	<p>If any individual within the definition of you or any employee or supervised contractor, has to attend court as a witness in connection with a claim against you covered under this policy, we will pay you the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by us.</p>

What is not covered

Breach of professional duty	<p>A. We will not make any payment for any claim, loss or any other liability under this policy directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. any claim under What is covered, B. Claims and investigations against you, 1. Privacy liability arising from the provision by you of any professional advice or services, other than where the claim arises out of the activities of a hacker.
Infrastructure failure	<ol style="list-style-type: none"> 2. any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider. However, this exclusion does not apply where you provide such services as part of your business.
Intellectual property	<ol style="list-style-type: none"> 3. any actual or alleged infringement, use or misappropriation of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off. However, this exclusion does not apply to: <ol style="list-style-type: none"> a. any otherwise covered claim: <ol style="list-style-type: none"> i. arising directly due to a breach by a third party; ii. arising directly due to a security failure; iii. under What is covered, B. Claims and investigations against you, 5. Online liability; or b. any otherwise covered loss under What is covered, C.6. Fraudulent use of your electronic identity (if your schedule shows this cover is provided).
Hack by director or partner	<ol style="list-style-type: none"> 4. any individual hacker within the definition of you.
Destruction of tangible property	<ol style="list-style-type: none"> 5. any loss, theft, damage, destruction or loss of use of any property. However, this does not apply to any: <ol style="list-style-type: none"> a. breach, which is itself caused by the loss or theft of data; or b. otherwise covered bricking costs under What is covered A. Your own losses (if your schedule shows this cover is provided).
Bodily injury	<ol style="list-style-type: none"> 6. any death or bodily injury or disease suffered or alleged to be suffered by anyone. 7. any:

System degradation or performance	<p>a. degradation, deterioration or reduction in performance of your computer system caused gradually or as a result of the recommended use or your ordinary use of the system; or</p> <p>b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act;</p> <p>including where caused by increased use of the computer system or by steps taken by you to upgrade the system. However, this exclusion does not apply to any covered loss under What is covered, A. Your own losses, System failure (if your schedule shows this cover is provided).</p>
Outdated systems	8. the use by you of any software or systems that are unsupported by the developer.
Seizure and confiscation	9. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system .
War	10. war .
Pollution and nuclear risks	11. pollution risks and nuclear risks .
Insolvency	12. your insolvency or the insolvency of your suppliers, sub-contractors and outsourcers.
Pre-existing problems	<p>13. a. anything likely to lead to a claim, loss or other liability under this policy, which you knew or ought reasonably to have known about before we agreed to insure you.</p> <p>b. any demand, suit, or other pending proceeding, or order, decree or judgment entered against you on or prior to the pending or prior litigation date, or the same or substantially the same facts underlying or alleged therein;</p> <p>c. any circumstance which has been the subject of any written notice given and accepted under any policy of which this policy is a renewal or replacement.</p>
Dishonest and criminal acts	<p>14. any:</p> <p>a. fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned; or</p> <p>b. act you knew, or reasonably ought to have known at the time you performed it, would give rise to a claim, loss or any other liability under this policy. This includes any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.</p> <p>However, this exclusion will not apply unless:</p> <p>i. such conduct, violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding;</p> <p>ii. such conduct, violation of the law or act has been established by your admission in a proceeding or otherwise; or</p> <p>iii. you or we discover evidence of such conduct, violation of the law or act;</p> <p>at which time you shall reimburse us for all payments made by us in connection with such conduct, violation of the law or act and all of our duties in respect of that claim, loss or other liability under this policy shall cease.</p> <p>This exclusion will not apply to the cover for any loss under What is covered A, Rogue employees or for any claim arising out of the activities of a rogue employee under What is covered B, activities of employees.</p>
Personal social media	15. any post from a social media account that does not belong to your business .
Fraudulent use of your electronic identity	<p>16. the fraudulent or dishonest use of the electronic identity of your business. However, this exclusion does not apply to:</p> <p>a. the extent of any covered loss under What is covered, C. Financial crime and fraud (if your schedule shows this cover is provided); or</p> <p>b. any claim under What is covered, B. Claims and investigations against you arising as a direct result of a hacker.</p>

Unsolicited communications	<p>17. any unsolicited communications arising directly or indirectly from any actual or alleged violation of:</p> <ul style="list-style-type: none"> a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act; b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or c. any other law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.
Natural perils	<p>18. fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any claim, loss or any other liability arising directly from a breach, which is itself caused by such natural peril.</p> <p>B. We will not make any payment for:</p>
Claims brought by a related party	<p>1. any claim brought by any person or entity within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest.</p> <p>However, this exclusion does not apply to a claim based on a liability to an independent third-party directly arising out of your business.</p>
Online liability claims by employees	<p>2. any claim under What is covered, B. Claims and investigations against you, 5. Online liability made by any person or entity that you currently employ or engage, or formerly employed or engaged, including but not limited to employees, supervised contractors, sub-contractors and outsourcers.</p>
Claims brought against directors and officers	<p>3. any claim brought by you or any of your employees or shareholders due to the personal liability incurred by a director or officer of yours when acting in that capacity or managing your business.</p>
Bricking costs following terrorism	<p>4. bricking costs directly or indirectly due to damage to or destruction of property caused by terrorism.</p>
Fines, penalties and sanctions	<p>5. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.</p> <p>However, this exclusion does not apply to:</p> <ul style="list-style-type: none"> a. PCI charges; or b. regulatory awards.
Non-specific investigations	<p>6. any privacy investigation or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to any actual or alleged breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data by you.</p>

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all claims under each section or sections within **What is covered**, including all costs and expenses, unless limited below or otherwise in the schedule.

The amount **we** pay for a particular type of **claim** or **loss** may be further limited in the schedule.

Retention

You must:

1. pay the relevant **retention** shown in the schedule; and
2. bear any loss or expense suffered during the **waiting period** in respect of each covered:
 - a. partial or total interruption to **your business** or **voluntary shutdown**;
 - b. **loss** under **What is covered, A. Your own losses**, Dependent business interruption, System failure (if **your** schedule shows this cover is provided) or Reputation protection g.ii.

The **retention** shown in the schedule is not payable in respect of any **loss** in respect of which **you** have borne the **waiting period**.

24-hour retention waiver	If you notify us within 24 hours of your first awareness of any actual or reasonably suspected breach , the retention will not apply against any losses suffered as a result of the breach . However we will only waive retentions up to a total of CAD 25,000 for all claims and losses combined. This waiver does not apply to any waiting period .
Overheads and business expenses	Any amounts to be paid by us shall not include or be calculated based on any of your overhead expenses, your liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of your business , or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving your security or performing audits. However, this does not apply to any costs or expenses covered under What is covered, D. Additional covers , Repeat event mitigation (if your schedule shows this cover is provided) or What is covered, A. Your own losses , c. Cyber attack losses.
Bricking costs	For bricking costs , we will cover the costs of rectifying or replacing any part of your computer system , where such part has not been physically damaged or destroyed but cannot be used as a direct result of a security failure . It shall be at our option whether to rectify or replace such part or to pay for a functionally equivalent part where replacement with a similar part is not possible. The most we will pay for bricking costs is the amount shown in the schedule.
Business interruption	Following a covered interruption or voluntary shutdown , or a covered loss under What is covered, A. Your own losses , g. Reputation protection, Dependent business interruption or System failure (if your schedule shows this cover is provided), we will pay the difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the interruption, voluntary shutdown or loss , less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period . We will also pay for increased costs of working .
Financial crime and fraud	The most we will pay under What is covered, C. Financial crime and fraud (if your schedule shows this cover is provided) is the amount shown in the schedule.
Repeat event mitigation	The most we will pay under What is covered, D. Additional covers , Repeat event mitigation is 10% of the amount of the corresponding claim, loss or liability, or the amount shown on the schedule, whichever is lower. For the costs of upgrading software covered under What is covered, D. Additional covers , Repeat event mitigation, where any such upgrade requires the purchase of a software license, the most we will pay is the cost of a license for 12 months. Any amount we pay under What is covered, D. Additional covers , Repeat event mitigation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such mitigation costs.
Breach notification costs	The most we will pay for notification costs described in clause 3. of the definition of breach costs and covered under What is covered, A. Your own losses , a. Breach costs, is the amount shown in the schedule. This amount is addition to the overall limit of indemnity shown in the schedule, not included within it.

Control of defence

Defence arrangements	We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim, privacy investigation, investigation or loss . If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim, privacy investigation, investigation or loss . Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence. We will not pay any costs or expenses for any part of any claim, loss or any other liability not covered by this policy .
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Paying out the limit of indemnity

At any stage of a **claim, loss** or other liability under this **policy, we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay covered costs and expenses already incurred at the date of **our** payment. **We** will then have no further liability for that **claim, loss** or liability, including any costs or expenses.

Your obligations

If a problem arises

1. **We** will not make any payment under this **policy** unless **you**:
 - a. notify **us** as soon as practicable and in no event later than 60 days after the **period of insurance**, or during the extended reporting period if applicable, of **your** first awareness within the **period of insurance** of any **breach, security failure, illegal threat, cyber attack, system failure** (if applicable), **claim, privacy investigation, loss**, business interruption, dependent business interruption, **voluntary shutdown** or any other liability for which **you** may seek indemnification, reimbursement or payment under this **policy**.
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.

Loss minimisation

2. **You** must:
 - a. make every reasonable effort to minimise any loss or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Potential losses and claims

3. **You** may notify **us** of facts, matters or circumstances which you first become aware of within the **period of insurance**, or extended reporting period if applicable, and which **you** believe are reasonably likely to give rise to a **breach, security failure, illegal threat, cyber attack, system failure** (if applicable), **claim, privacy investigation, loss**, business interruption, dependent business interruption, **voluntary shutdown** or any other liability under this **policy**.

If **we** accept **your** notification **we** will regard any subsequent **breach, security failure, illegal threat, cyber attack, system failure** (if applicable), **claim, privacy investigation, loss**, business interruption, dependent business interruption or any other liability as notified to this policy.

Cyber extortion

4. **We** will not make any payment under **What is covered, A. Your own losses**, b. Cyber ransom losses unless:
 - a. the ransom was paid, or the goods or services were surrendered, under duress;
 - b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax;
 - c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services;
 - d. **you** inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
 - e. **you** keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.

Cyber attack losses

5. If **you** suffer a **loss** under **What is covered, A. Your own losses**, c. Cyber attack losses, **you** must take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges relating to services that were not legitimately incurred for the purposes of **your business**. If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

Admissions and offers

6. When dealing with any client or third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If

you do, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

Client social engineering

7. If **you** suffer a **loss** under **C. Financial crime and fraud**, 5. Client social engineering loss (if **your** schedule shows this cover is provided), **you** must give **us** all assistance **we** reasonably require to pursue a recovery against **your** client, in **your** name but at **our** expense.

Extended notification period

If this **policy** is cancelled (other than for non-payment of premium) or non-renewed by **you** or **us**, then **you** have the right to purchase an extended notification period of 12 months after the expiry of the **period of insurance**, to provide notice to **us** of:

- a. any discovered **loss**; or
- b. any **claim** or **privacy investigation** first brought against **you** during the **period of insurance** or extended reporting period alleging acts, incidents or circumstances occurring prior to the expiry of the **period of insurance**.

The additional premium **you** must pay for the extended reporting period shall be 100% of the annual premium shown on the schedule. This extended notification period is only available if **we** receive written notice of purchase from **you** and the additional premium is paid to **us** within 90 days following the end of the **period of insurance**.

The extended notification period shall be non-cancellable and the entire additional premium is considered fully earned at the beginning of the extended notification period.

The election of this extended reporting period shall not increase the overall limit of indemnity provided by this **policy** or any sub-limits.

Conditions

The following conditions apply to the whole of this **policy**.

Providing information to us

1. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk to **us** and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

You must also tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition.

A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.

If you fail to make a fair presentation or notify a change in circumstances

2. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

If **we** establish that **you** deliberately or recklessly failed to notify **us** of a change in circumstances which may materially affect the **policy** (or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances) **we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.

If **we** establish that **you** failed to present the risk to **us** fairly or to notify **us** of a change in circumstances but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk or notified the change in circumstances to **us**, as follows:
 - a. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - b. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any

payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or

- c. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance** or the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of ownership	3. If during this policy , you are purchased, acquired or merged into another entity such that you no longer hold or control the voting rights of the insured named in the schedule, we will continue to insure you for the remainder of the period of insurance , but only for activities or incidents that occurred prior to the acquisition or merger.
Reasonable precautions	4. You must take reasonable steps to prevent loss or any incident that may give rise to a claim under this policy . We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss or incident occurring in the circumstances in which it occurred.
Premium payment	5. We will not make any payment under this policy until you have paid the premium.
Cancellation	6. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Multiple insureds	7. The most we will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you . You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy .
Severability of insureds	8. We will not impute any conduct or knowledge of any of those included in the definition of you to any individual insured under this policy . However, we will impute the conduct or knowledge of any of those included in the definition of you to the entity named in the schedule and any subsidiary .
Other insurance	9. Any payment due under this policy with respect to What is covered, A. Your own losses , shall be applied as primary insurance. Any other payment due under this policy shall be specifically excess of and will not contribute with any other valid and collectible insurance available to you , unless such other insurance is written as excess insurance over the limit of indemnity of this policy .
Allocation of costs	10. If a claim is only partially covered by us , either because of uncovered matters or because it includes uncovered parties, we will use our best efforts to agree a fair and proper allocation based upon the relative legal exposure to such covered and uncovered parties and/or matters. The allocation will ultimately, be our decision, however.
Governing law and jurisdiction for disputes	11. This policy will be governed by and interpreted according to the laws of the province or territory stated in the schedule and the laws of Canada applicable in such province or territory. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be submitted to the exclusive jurisdiction of the courts of the province or territory stated in the schedule. In any action to enforce our obligations we can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on us as if we had been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in

Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec, H3B 2V6.

Sanctions

12. **We** will not be liable to pay any claim or provide any benefit under this **policy** which would expose us 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, Canada or the United States of America.

In the event of the above, **we** will treat this **policy** as if it had never existed.

Fraud

13. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
- a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

14. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 9. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

Quebec

15. It is the express wish of all parties to this **policy** that this **policy** and any related documents be drawn up in English.

Il est de la volonté expresse des parties aux présentes que cette police et tous les documents qui s'y rattachent soient rédigés en Anglais.

NOTICE TO ASSURED'S Pursuant to the Freedom of Information And Protection Act, 1997



IMPORTANT

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

LEGAL AUTHORITY FOR COLLECTION

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

PRINCIPAL PURPOSE FOR WHICH PERSONAL INFORMATION IS INTENDED TO BE USED

Information collected by Underwriters from Assureds or supplied to Assureds pertaining to the attached document will be used:

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

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

Manager, Statistical Services
Financial Services Commission of Ontario
5160 Yonge Street, 17th Floor Box 85
North York, Ontario M2N 6L9

Telephone (416) 250-7250
Fax (416) 590-7070

Notice concerning Personal Information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

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

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organizations or companies, their agents/mandataries, and to certain non-related or unaffiliated organizations or companies.

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

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

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

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

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

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

E-mail: info@lloyds.ca

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

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

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies.

The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Québec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.gc.ca

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

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

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

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

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

www.fcac-acfc.gc.ca