



**ALLSPORT SPORT ACCIDENT INSURANCE POLICY**

Effectuated with certain Lloyd's Underwriters "the Insurer" through Lloyd's Approved Coverholder ("the Coverholder"):

**MARKEL**  
Suite 400 - 200 Wellington Street West  
Toronto, ON M5V 3C7

**DECLARATIONS**

<b>Policy Number</b> CAS557308-01	<b>Replacing Policy Number</b> NEW	<b>Broker</b> BFL CANADA RISK & INSURANCE INC. - MONTREAL
<b>Policy Period From</b>	SEPTEMBER 25, 2020	<b>To</b> SEPTEMBER 25, 2021
		12:01 a.m. Standard Time at Postal Address of the Named Insured as stated herein.
<b>Name of Insured and Postal Address</b>	CANADIAN FOOTBALL OFFICIALS ASSOCIATION  70 Theakston Ave., Halifax, NS B3P 2S8	
<b>SPORT ACCIDENT POLICY</b>		
<b>Policy Limits and Wordings as per attached Form #</b>	ASIM 101 (08/93) L	<b>Premium \$</b> 850 (deposit & retained)
COVERAGE APPLIES TO PROFESSIONAL FOOTBALL OFFICIALS ASSOCIATION		
Endorsements attached to this document:	Officials - TBA	
Additional Benefits		
Physiotherapy Limit		
Terrorism Exclusion 2002LA AL		

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

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. MKL2020001, UMRB6027 MKL2020001 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

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

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

In witness whereof this policy has been signed as authorized by the Underwriters, by **MARKEL CANADA LIMITED**

Per 

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

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

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

# SPORT ACCIDENT POLICY

## 1. Insuring Agreement

The Insurer agrees subject to the terms, limitations and exceptions of this policy to indemnify each Insured as defined in this policy who sustains bodily injury or death arising out of a sports accident as defined herein the benefits listed in this policy up to a maximum per Insured of the benefit amount scheduled in this policy.

## 2. Definitions

Injury	Bodily injury suffered by an Insured caused directly by an accident as described below independent of any sickness or other cause.
Insured	<ul style="list-style-type: none"><li>a) All players, managers, coaches, trainers and members of officiating crews of the governing body/sports association listed in the policy declarations.</li><li>b) Executive officers of the governing body/sports association listed in the policy declarations and the executive officers of member teams of the governing body/sports association listed in the policy declarations.</li></ul>
Accident	<p>Accidental bodily injury or death sustained by an Insured due to external violent, sudden, fortuitous causes beyond the Insured's control, occurring while this insurance is in force and while:-</p> <ul style="list-style-type: none"><li>a) participating in a practice or competition which is organized under the supervision and direction of the governing body/sports association listed in the policy declarations; or</li><li>b) being transported with other members as a group (three or more) to or from the place of such practice or competition. In the case of travel by air, the insurance provided by this policy shall only apply to travel on a multi-engined transport type aircraft operated by a licensed airline maintaining published schedules or a licensed charter airline; within the territorial limits shown on the policy declarations.</li></ul>

### 3. Accidental Death and Dismemberment Benefits

Where an accident causes death or any of the following losses within 365 days of the accident, the Insurer will pay for such loss:-

		Maximum Amount Payable Any One Accident
1)	Death	\$15,000.00 any one Insured
2)	Loss of two or more limbs or total and irrecoverable loss of sight of both eyes or hearing in both ears or any combination thereof	\$30,000.00 any one Insured
3)	Loss of one limb or total and irrecoverable loss of sight of one eye or total hearing in one ear	\$30,000.00 any one Insured
4)	Loss of thumb and index finger	\$2,000.00 any one Insured
5)	Quadriplegia (complete paralysis of both upper and lower limbs)	\$30,000.00 any one Insured
6)	Paraplegia (complete paralysis of lower limbs)	\$30,000.00 any one Insured
7)	Hemiplegia (complete paralysis of upper and lower limbs of one side of the body)	\$30,000.00 any one Insured
8)	Any injury which prevents the Insured from engaging in any occupation or employment for which he/she is reasonably suited by education, training or experience continuously for a period of 12 months from the date of the accident and is deemed to be permanent or irrecoverable.	\$30,000.00 any one Insured

*Important Note:* Benefits with respect to quadriplegia, paraplegia and hemiplegia require total paralysis of the limbs which shall have been continuous for a period of 12 months from the date of the accident and is deemed to be permanent and irrecoverable.

Indemnity provided with respect to items 1) through 8) will not be paid under any circumstances for more than one of the losses, the greatest, sustained by any one Insured as the result of any one accident.

**4. Supplementary Benefits**  
(as described herein)

Maximum Amount Payable  
Any One Accident

Prosthetic Appliances	\$3,000.00 any one Insured
Blanket Medical Expense Reimbursement	\$10,000.00 any one Insured
Rehabilitation Benefit	\$3,000.00 any one Insured
Tuition Benefit	\$2,000.00 any one Insured
Special Treatment Travel Expense Benefit	\$1,000.00 any one Insured
Out of Province - Excess Surgical and Medical Accident Benefits (applicable only within Canada)	\$10,000.00 any one Insured
Emergency Transportation Benefit	\$50.00 any one Insured
Eyeglass & Contact Lens Expense	\$100.00 any one Insured
Blanket Dental Accident Reimbursement	\$5,000.00 any one Insured
Dentures, Hearing Aids and Removable Teeth Expense	\$200.00 any one Insured
Fracture or Dislocation Benefit (including Greenstick Type Fracture)	
of the skull (depressed)	\$500.00 any one Insured
of the skull (not depressed)	\$500.00 any one Insured
of the spine (one or more vertebrae)	\$250.00 any one Insured
of the lower jaw (alveolar process accepted)	\$75.00 any one Insured
of the upper jaw	\$75.00 any one Insured
of the shoulder (dislocation)	\$50.00 any one Insured
of the clavicle (collar bone)	\$75.00 any one Insured
of the scapula (shoulder bone)	\$75.00 any one Insured
of the elbow	\$50.00 any one Insured
of the hip	\$125.00 any one Insured
of the pelvis	\$125.00 any one Insured
of the thigh (femur)	\$125.00 any one Insured
of the knee cap	\$100.00 any one Insured
of the sacrum or coccyx	\$100.00 any one Insured
of the sternum	\$50.00 any one Insured
of the leg (tibia or fibula)	\$100.00 any one Insured
of the upper arm (humerus)	\$100.00 any one Insured
of the forearm (radius or ulna)	\$100.00 any one Insured
of the hand or wrist (other than phalanges)	\$100.00 any one Insured
of the foot (other than phalanges)	\$100.00 any one Insured
of the ankle	\$50.00 any one Insured

## 5. Schedule of Supplementary Benefits

### **PROSTHETIC APPLIANCES - \$3,000.00**

When prescribed by a physician or surgeon and purchased within 52 weeks of the date of accident, the Insurer will pay benefits for expenses incurred for artificial limbs and/or eyes up to a maximum of \$3,000.00 for each injury resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacement of same.

### **BLANKET MEDICAL EXPENSE REIMBURSEMENT - \$10,000.00**

The Insurer will pay with respect to each Insured who sustains bodily injury as a result of an accident, all reasonable medical expenses resulting therefrom and incurred within 52 weeks of the date of the accident for:-

- the services of a legally qualified physiotherapist, chiropractor, osteopath or registered nurse;
- the purchase of hearing aids (but not including repair or replacement of same);
- crutches, splints, orthotic devices, trusses, medical braces, rental of wheelchair or hospital bed;
- prescription drugs;
- casts and cast materials;
- licensed ambulance service;
- hospital services not covered by any federal or provincial government health insurance plan.

The maximum amount payable under this section is \$10,000.00

*Splints, orthotic devices and medical braces required primarily for sports activities are not covered.*

### **REHABILITATION BENEFIT - \$3,000.00**

If an accident causes injury to the Insured which requires that the Insured undergo special training in order to be qualified to engage in a special occupation in which he/she would not have engaged except for such injury, the Insurer will pay the reasonable and necessary expense actually incurred by any Insured but shall not exceed \$3,000.00, nor shall payment be made for any expense incurred more than three years after the date of the accident, nor shall payment be made for room, board or other ordinary living, travelling or clothing expense.

### **TUITION BENEFIT - \$2,000.00**

When, after 14 days from the date of the accident, an injury shall disable totally and confine the Insured to his or her residence the Insurer shall pay the expense incurred within six months from the date of the accident for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching Certificate at a rate not to exceed \$20.00 per hour. In addition, the Insurer shall pay for rental of necessary equipment and required program software as suggested and approved by the Board of Education in which the Insured is in attendance. All benefits payable under this section are subject to an aggregate amount of \$2,000.00.

### **SPECIAL TREATMENT TRAVEL EXPENSE BENEFIT - \$1,000.00**

If within 52 weeks of the date of the accident an injury requires special treatment that cannot be obtained in the municipality of the Insured's residence the Insurer will pay up to a maximum of \$150.00 per Insured per day for travel expense incurred away from home to a maximum of \$1,000.00 per Insured.

### **OUT OF PROVINCE EXCESS SURGICAL AND MEDICAL ACCIDENT BENEFITS - \$10,000.00**

If bodily injury is sustained by an Insured outside the province in which he/she is normally domiciled, but inside Canada, and he/she shall within 30 days from the date of an accident necessitate the services of a licensed Doctor of Medicine, Osteopath or Chiropractor, and incur additional expenses such as surgical operations, hospital expenses, taking of x-rays, laboratory services or anaesthetist fees, the Insurer will pay for such charges for services outside the province of residence up to a maximum of \$10,000.00 excess of the benefits available under any Canadian federal or provincial hospital and/or medical plan regardless of whether or not the insured person is enrolled in such a plan.

**EMERGENCY TRANSPORTATION BENEFIT - \$50.00**

If an accident requires immediate medical treatment, the Insurer will pay the reasonable expense incurred in transporting the Insured to a doctor's office or nearest hospital other than by a licensed ambulance service subject to a maximum payment of \$50.00.

**EYEGLOSS AND CONTACT LENS EXPENSE (resulting from injury) - \$100.00**

If injury requires and receives treatment by a physician or dentist

- a) and also results in the breakage of eyeglasses or loss or breakage of a contact lens or lenses of the Insured, the Insurer will pay the actual cost of repair or replacement of the eyeglasses or contact lens or lenses up to a maximum of \$100.00 in respect to all such replacements or repairs during the term of this policy; or
- b) results in the purchase of eyeglasses upon the advice of a physician when they were not required nor worn previously the Insurer will pay the reasonable and necessary expense thereof up to a maximum of \$100.00.

**BLANKET DENTAL ACCIDENT REIMBURSEMENT - \$5,000.00**

When an injury to whole or sound teeth including filled or restored teeth requires and receives dental treatment commencing within 30 days of the date of the accident the Insurer shall pay for the necessary expenses for such treatment rendered within 52 weeks of the accident. Payments for all treatment rendered shall be limited to an aggregate of \$5,000.00. The following provisions also apply:-

- a) any payments made under this section shall not exceed the amount specified in the schedule of fees in effect at the time of the accident as published by the dental association of the province in which this policy is issued;
- b) capped or crowned teeth shall be deemed as whole or sound teeth;
- c) no benefit will be payable for expense of dental treatment incurred for the cost of replacement, adjustment or repair of artificial teeth or dentures (except as otherwise provided herein), any orthodontic treatment; any dental treatment provided solely for cosmetic or esthetic reasons.

**DENTURES, HEARING AIDS AND REMOVABLE TEETH EXPENSE (resulting from injury) - \$200.00**

If injury requires treatment by physician or dentist within 30 days of the date of the accident and results in the breakage of dentures, hearing aids, or a removable artificial tooth or teeth of the Insured, the Insurer shall pay the actual cost of repair or replacement of said dentures, hearing aid or artificial tooth up to a maximum of \$200.00 in respect to all such repairs or replacements during the term of this policy.

**FRACTURE OR DISLOCATION INDEMNITY**

When an injury results in any of the fractures or dislocations listed on the schedule of supplementary benefits, the Insurer shall pay the amount specified for such fractures or dislocation provided that not more than one such amount (the largest) shall be payable as the result of any one accident.

**6. Limitations and Exclusions**

- 1) The maximum amount payable under this policy as a result of any one accident shall be \$1,000,000.00 in aggregate regardless of the number of Insured.
- 2) No benefit will be payable for any loss resulting directly or indirectly, wholly or partially, from any of the following causes:-

- a) sickness or disease either as a cause or effect;
  - b) suicide or any intentionally self-inflicted injury;
  - c) any act of war, or undeclared war, invasion or civil war.
- 3) Except as otherwise provided herein there is no benefit payable for purchase, repair or replacement of eyeglasses, contact lenses or prescriptions therefor.
  - 4) This policy shall not pay any benefits that are available under any government health insurance plan, whether the Insured is enrolled in such a plan or not.
  - 5) The Insurer will not pay any portion of an expense referred to in this policy which is payable under any insurance plan or law or under any plan or law that will pay the expense. With the exception of licensed ambulance services expenses, all other expenses claimed herein must be presented or deemed medically necessary by a qualified medical practitioner for the treatment or rehabilitation of the Insured.
  - 6) In no case may an Insured be covered under more than one sports accident policy. Excess premiums paid shall be refunded upon request.
  - 7) This policy does not apply to and no benefits will be payable to professional athletes earning the major portion of their income from sports activity.

## **7. Conditions**

### **1) NOTICE OF PROOF OF CLAIM**

In the event of a claim the Insured shall:-

- a) give written notice to Markel Canada Limited or its representatives not later than 30 days from the date of such accident; and
- b) furnish to Markel Canada Limited on forms provided such proof of claim as is reasonably possible within 90 days from such date; and
- c) furnish a certificate as to the cause and nature of the injury for which the claim is made from a legally qualified medical or dental practitioner if so required by the Insurer.

In the event of a claim by reason of death of an Insured, the Insurer shall be entitled to receive on forms provided by it due proof of such death, as well as of the title and right of the claimant. Any action or proceedings against the Insurer for the recovery of any claim under this policy shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

### **2) CURRENCY**

All payments to or by the Insurer under this policy shall be paid in Canadian currency.

### **3) THE CONTRACT**

This policy constitutes the entire contract. No provision of this policy may be altered, waived or modified except by an endorsement hereon signed by the Insurer.

### **4) ACCIDENTAL DEATH**

If an Insured dies while insured hereunder, the Insurer will, subject to the provisions set forth in the policy, pay to the Estate of the Insured the amount of benefit to which the Insured would have been entitled.

### **5) CANCELLATION**

This policy may be cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. This policy may be cancelled by the Insurer by mailing to the Policyholder at the address shown in this policy written notice stating when not less than thirty (30) days prior to a policy anniversary date, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

## ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
CAS557308-01	CANADIAN FOOTBALL OFFICIALS ASSOCIATION	SEPTEMBER 25, 2020

### ADDITIONAL BENEFITS

#### **Repatriation Benefit - \$10,000.00**

If any insured member sustains loss of life for which an amount of Principal Sum becomes payable, repatriation benefits up to \$10,000.00 will be paid for expenses incurred for the return home of the member's body (including preparation charges for transportation). The death must occur at least 200 kilometres from the insured member's residence.

#### **Transportation / Accommodation Benefit - \$10,000.00**

Family - If any loss covered under the program confines an insured member to a hospital and such hospital is located at least 200 kilometres from the insured member's normal place of residence, this benefit will refund expenses incurred (within one year from date of accident) by a member of the insured's immediate family for hotel accommodations (maximum limit - \$150/day) and transportation (via the most direct route) to the insured's bedside, to a maximum of \$10,000.00. Private transportation expenses are limited to \$0.30 per kilometre travelled.

#### **Home Alteration and Vehicle Modification Benefit - \$10,000.00**

If an insured member sustains the loss of or loss of use of both feet or legs or becomes quadriplegic, paraplegic or hemiplegic, for which an amount of Principal Sum becomes payable, this benefit will refund expenses incurred within one year following the accident to a maximum of \$10,000.00 for the cost of alterations to the insured member's principal residence and/or the cost of modifications to one motor vehicle utilized by the insured member, when such modifications are approved by licensing authorities where required, for the purpose of making them wheelchair accessible.

#### **Occupational Training Benefit - \$3,000.00**

If the Insured dies as the direct result of injuries sustained in an accident covered by this policy, the Insurer will pay for expenses incurred by the Insured's spouse within thirty (30) months of the date of death of the Insured, for formal occupational training program for the purpose of specifically qualifying such spouse to gain active employment in an occupation for which the spouse would otherwise not have sufficient qualifications, subject to a maximum amount shown.

EXCEPT AS OTHERWISE PROVIDED IN THIS ENDORSEMENT, ALL TERMS, PROVISIONS AND CONDITIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.



## ENDORSEMENTS

### **Overuse Benefit - \$600.00 per accident**

Expenses incurred for services from a certified Athletic Therapist, Registered Massage Therapist, Osteopath, Chiropracist, Podiatrist, Physiotherapist or Chiropractor, as a result of tendonitis and / or overuse injury, subject to a maximum payment as shown.

Expenses for diagnostic x-rays and laboratory tests ordered by an Osteopath, Chiropracist, Podiatrist or Chiropractor will be allowed as expenses under the services of such practitioners, subject to a maximum of one x-ray per practitioner for each Insured per accident.

### **Claim Validation Expenses - \$40.00 per accident**

Expenses charged by a Physician for the purpose of validating or completing a claim form hereunder, subject to a maximum payment as shown.

### **Orthotic Inserts for Footwear - \$600.00 per accident**

Expenses for the purchase of orthotic inserts for footwear, when recommended by a Physician, subject to a maximum payments as shown.

**ENDORSEMENTS**

Attached to and forming part of Policy Number	Insured	Effective Date
CAS557308-01	CANADIAN FOOTBALL OFFICIALS ASSOCIATION	SEPTEMBER 25, 2020

**PHYSIOTHERAPY LIMIT**

It is understood and agreed that under the Blanket Medical Expense Reimbursement section of the within policy, treatment by a legally qualified physiotherapist is limited to \$250.00 per visit with a maximum of \$500.00 per accident.

**This Endorsement Changes The Policy. Please Read It Carefully.**

## **TERRORISM EXCLUSION ENDORSEMENT**

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" .

1. This Policy does not apply to bodily injuries arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injuries.

2. The following definition is added:

Wherever used in this endorsement, or wherever used in any other endorsement or in any policy to which this endorsement is applicable, "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

All other terms and conditions remain unchanged.



## **IN THE EVENT OF A CLAIM**

**\*\*\*PLEASE NOTE THE FOLLOWING NEW CLAIMS REPORTING INSTRUCTIONS\*\*\***

PLEASE REPORT ANY OCCURRENCES, CLAIMS, ACTIONS OR SUITS AS SOON AS POSSIBLE, TO THE FOLLOWING:

**Email:** [canadaclaims@markel.com](mailto:canadaclaims@markel.com)

**Markel**  
**200 Wellington Street West**  
**Suite 400**  
**Toronto, ON M5V 3C7**  
**Attn: Claims Department**

**Tel: (416) 601-1133**  
**Toll-free: (800) 223-8858**

**For claims after hours emergency hotline: 1 (877) 243-2875**

*The reporting condition of the policy requires that you report any incidents which might give rise to a claim, even if no such claim has yet been received. Failure to promptly report an incident may jeopardize the investigation and defence of a subsequent legal action. To avoid the risk that individual losses may be denied as a result of late reporting, please report all incidents promptly.*

# Code of Consumer Rights and Responsibilities

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

## **Right to Be Informed**

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

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

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

## **Responsibility to Ask Questions and Share Information**

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

## **Right to Complaint Resolution**

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

## **Responsibility to Resolve Disputes**

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

## **Right to Professional Service**

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

## **Right to Privacy**

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

# Privacy: Notice Concerning Personal Information

## Who we are

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

## What personal information we collect

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

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

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

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

## How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
  - Communicate with Lloyd's policyholders
  - Calculate, collect or refund premiums
  - Underwrite policies and facilitate policy administration
  - Evaluate and process claims
  - Detect and prevent fraud, carry out anti-money laundering and sanctions checks
  - Investigate and prosecute fraud
  - Meet our regulatory and other legal obligations
  - Enforce terms or exercise rights under the insurance contract
  - Analyze insurance risk and business results
  - Improve our services and offerings
  - Provide general client care
  - Defend or prosecute legal claims
  - Renew your insurance policy
  - Transfer of books of business, company sales and reorganisations
- Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

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

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

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

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

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

**Authority to collect, use and disclose personal information**

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

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

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



## **Retention and security**

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

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

## **How to access your personal information**

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

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

## **Changes**

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

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

## **How to contact us**

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

# 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

E-mail: [info@lloyds.ca](mailto: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](http://www.giocanada.org)

## **For Quebec 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.qc.ca](http://www.lautorite.qc.ca)

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

**Financial Consumer Agency of Canada (FCAC)** 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](http://www.fcac-acfc.gc.ca)