

INSURANCE & FINANCIAL
McDougall

\$56.00\$

October 05, 2020

Canadian Association of Retired Teachers
Acer-Cart
2448 Orient Park Dr
Gloucester, ONK1B 4N1

Attention: Roger Regimbal

Dear Roger:

Re: Lloyds of London Insurance- Policy #CHEO0169

We are pleased to enclose the renewal certificate for the above captioned policy, which represents continuation of coverage effective October 7, 2020 to October 7, 2021.

Please review your policy as it may contain an Exclusion for Communicable Diseases, Pandemic or Virus. Many of the insurance companies have added an exclusion to either the property or the general liability coverage. Contact your broker for further information.

Kindly review and advise if any changes should be made. **Please refer to the actual policy wordings for details.** Your rights and obligations under the policy are governed by the attached documents. If you have questions at any time regarding your coverage or require another copy of your policy documents, please contact the undersigned.

Upon reviewing your policy, we would like to make the following recommendation:

- You may wish to consider increase the limit of liability to \$2,000,000. In today's legal market, there is a trend towards larger settlements.

If you would like a quotation for the above recommendation or would like to discuss any coverage further, please contact our office.

We look forward to continuing to service your insurance needs.

Sincerely,



Scott H. Lee, CAIB
Commercial Account Executive
slee@uccig.com

Your Account Manager can assist you with any questions regarding your coverage:

Kim Watson
kwatson@uccig.com
613 650-5304

LLOYD'S

Management Liability Insurance Policy

Renewal

Prepared especially for
Canadian Association of Retired Teachers

through the facilities of
**McDougall Insurance Brokers Limited o/a McDougall UCC Insurance
Brokers**

THIS COMMERCIAL INSURANCE POLICY CONSISTS OF THIS (THESE) DECLARATIONS PAGE(S) ALONG WITH THE "GENERAL CONDITIONS" (OR "STATUTORY CONDITIONS"), AS WELL AS ALL COVERAGE WORDINGS, RIDERS OR ENDORSEMENTS THAT ARE ATTACHED HERETO.

MANAGEMENT LIABILITY INSURANCE POLICY



Effected with certain Lloyd's Underwriters (hereinafter called the Insurer) through Lloyd's approved coverholder ("the Coverholder")

Policy No. CHEO0169

Declarations

Effective 7-10-2020

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN - ON TERMS AND CONDITIONS CONTAINED IN THE FORMS INDICATED. ANY REFERENCE HEREIN TO THE "COMPANY" SHALL BE CONSTRUED AS "THE INSURER"

PURPOSE OF THIS DOCUMENT

Renewal - In return for the agreement of the Insured to pay the premium stated, this insurance Policy is continued in force for the period of insurance indicated. It is renewed subject to the limits of insurance and declarations shown herein. Should coverage wordings, riders or endorsements be attached hereto, they will replace the corresponding previous wordings. Otherwise all terms and conditions remain the same.

THE COVERHOLDER

**McDougall Insurance Brokers Limited o/a McDougall
UCC Insurance Brokers
321 Concession Street Suite 205
Kingston, Ontario K7K 2B9**

202259

NAMED INSURED AND POSTAL ADDRESS

**Canadian Association of Retired Teachers
2448 Orient Park Drive
Gloucester, Ontario K1B 4N1**

LOCATION OF RISK

2448 Orient Park Drive, Gloucester, Ontario K1B 4N1

PERIOD OF INSURANCE

From 07 October 2020 to 07 October 2021
12:01 a.m. standard time at the Postal Address of the insured.

FORM OF BUSINESS

Association

DESCRIPTION OF BUSINESS OPERATIONS

Teachers Association

SUMMARY OF INSURANCE COVERAGE AND PREMIUMS

TYPE OF COVERAGE	ANNUAL PREMIUM	MINIMUM RETAINED COVERAGE PREMIUM
Management Liability	\$700	Nil
Other	Incl	Nil

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.

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

THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURER BY

PER *Heide Calca*

**Agreement No.
19B01288(33) B113519B01288**

NEW ANNUAL PREMIUM ▶ \$700

PREMIUM NOW PAYABLE (EXCL. APPL. TAXES) ▶ \$700

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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. 19B01288(33) (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.

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
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Management Liability

Management Liability Insurance (Claims Made Form)
Retroactive date - 7-10-2011

Limit of Liability 1,000,000

Deductibles:

Insured Person and Entity Liability	0
Non-Profit Outside Directorship Liability	0
Employment Practices Liability	2,500
Fiduciary Liability	0
Defence	0

Address of Notifications - 321 Concession Street, Suite 205, Kingston, ON K7K 2B9

Special Endorsements and Conditions - None

D&O NFP 2016 **Management Liability Insurance**

Other

- LMA3100** **Sanction Limitation Exclusion Clause**
- LSW1542F** **Lloyd's Underwriters' Policyholders' Complaint Protocol**
- LSW1543D** **Privacy - Notice Concerning Personal Information**
- LMA5396** **Communicable Disease Exclusion**
- LSW1565C (10/12)** **Lloyd's Underwriters Code of Consumer Rights & Responsibilities**
- LSW1001 (8/94)** **Several Liability Clause**
- NMA2920** **Terrorism Exclusion**
- NMA1978a** **Nuclear Incident Exclusion Clause**
- NMA464** **War and Civil War Exclusion**
- R7 (3/02)** **Short Rate Cancellation Table**

Annual Premium: \$700

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CANCELLATION REQUEST

We, the undersigned, do hereby request cancellation of the Lloyd's Policy bearing number CHEO0169 (together with any renewal certificates relating thereto) as of _____ and acknowledge that the Insurer is hereby relieved from all liability as from the cancellation date.

Signature of First Named Insured _____ Signature of a Witness _____

Signature of Second Named Insured _____ Signature of a Witness _____

Signature of Third Named Insured _____ Signature of a Witness _____

Signature of Mortgagee _____ Signature of a Witness _____

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. 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.

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.

05/19
LSW1543D

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020