



ENCON Group Inc.
500 - 1400 Blair Place
Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.encon.ca

Policy

Errors and Omissions Insurance for Associations

POLICY NUMBER: SRD486172 REPLACING POLICY: SRD449887
CLIENT NUMBER: 146974 BROKER: THE MITCHELL & ABBOTT GROUP

DECLARATIONS

1. SPONSORING ENTITY: B.C. ASSOCIATION OF CLINICAL COUNSELLORS
2. SPONSORING ENTITY'S
Address: 204-780 TOLMIE AVE
VICTORIA BC V8X 3W4
3. Policy Period: from 01 April 2017 to 01 April 2019
at 00:01 local time at the address
shown above without tacit renewal
4. Limits of Liability: \$ as per Individual Certificate
\$ as per Individual Certificate
5. Deductible: \$ as per Individual Certificate
6. Premium: \$ as per Individual Certificate

(a) \$ as per Individual Certificate
payable immediately
(b) \$ as per Individual Certificate
payable on 1 April 2018

* All amounts shown in Canadian dollars
7. Retroactive Date: N/A
8. These Declarations provide the INSURED with coverage under the policy wording (AS35E-SRD-16-CAN/QUE) which is attached hereto.
9. Endorsements forming part of this policy at issuance: 1 to 14
10. INSURERS:

Temple Insurance Company	25.0%
Aviva Insurance Company of Canada	25.0%
XL Reinsurance America Inc.	15.0%
Arch Insurance Canada Ltd.	15.0%
Everest Insurance Company of Canada	10.0%
Certain Underwriters at Lloyd's	10.0%
Under Agreement No. B0509FINPU1700043	

It is agreed that the above INSURERS are binding themselves, severally and not jointly, each in its layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

The Lloyd's Underwriters shall be liable hereunder each for their own part and not one for another in proportion to the several sums that each of them has subscribed to the Agreement identified above. In any action to enforce their obligations, they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on them as if they had each been individually named as defendant. Service of such proceedings may validly be made upon ENCON.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the subscribing INSURERS' insurance business in Canada.

INSURANCE MANAGER: ENCON Group Inc.
 500-1400 Blair Place
 Ottawa, Ontario K1J 9B8

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this policy of insurance.

Dated: 31 March 2017



David G. Cook, President
Authorized Representative



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Policy

Errors and Omissions Insurance for Associations

This is a claims-made and reported policy. Please read the entire policy carefully.

Terms in capital letters have special meaning. Please refer to the definitions section of this policy (Part I).

Part I – Definitions

As used in this policy, the following words or expressions shall mean:

1. Bodily Injury

Bodily injury, physical injury, sickness, disease, mental anguish, mental suffering or shock, including death resulting from any of these at any time.

2. Claim

Any written or oral allegations received by the INSURED resulting from an error, omission or negligent act in the rendering of INSURED SERVICES.

3. Damages

Compensatory DAMAGES, including all pre-judgment and post-judgment interest.

4. Fissionable Substance

Any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

5. Insurance Manager

The insurance administrator under this policy, who is duly authorized to issue this policy as well as to issue and receive notices under this policy for and on behalf of the INSURERS, and whose name and address appear in the Declarations. The INSURANCE MANAGER is not a party to this contract of insurance.

6. Insured

- (a) INSURED MEMBERS;
- (b) any present or former employee of the INSURED MEMBER while acting within the scope of their duties for the INSURED MEMBER.

7. Insured Member

All members of the SPONSORING ENTITY, as mentioned in the Declarations who presently subscribe to this insurance contract.

8. Insured Services

Those services as defined in Endorsement No. 1.

9. Insurers

The insurance companies whose names appear in the Declarations. It is agreed that such INSURERS are binding themselves severally and not jointly, each in its own layer of coverage only, and each only for that amount determined by multiplying its percentage proportion of coverage by the amount of the LOSS.

10. Loss

One or more CLAIMS resulting from the same or related error, omission or negligent act in the rendering of INSURED SERVICES, regardless of the number of suits, claimants or INSUREDS. Such CLAIMS will be considered first reported within the policy period in which the earliest CLAIM was reported and subject to that single limit of liability.

11. Nuclear Energy Hazard

The radioactive, toxic, explosive or other hazardous properties of RADIOACTIVE MATERIAL.

12. Nuclear Facility

- (a) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium, uranium, or any one or more of them;
- (b) any equipment or device designed or used for:
 - (i) separating the isotopes of plutonium, thorium, uranium, or any one or more of them;

- (ii) processing or utilizing spent fuel; or
- (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them, if at any time the total amount of such material in the custody of the INSURED at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste RADIOACTIVE MATERIAL.

The above includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

13. Pollution

Emission, release, discharge, dispersal, escape or disposal of smoke, gases, vapours, soot, fumes, acids, alkalis, toxic substances, waste materials, irritants, contaminants or pollutants into or upon land or any water of any description no matter where located or how contained, or into any drainage or sewage system, or into the atmosphere.

14. Radioactive Material

Uranium, thorium, plutonium, neptunium, their respective derivatives and other compounds, radioactive isotopes of other elements and any other substances that the Canadian Nuclear Safety Commission may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

15. Sponsoring Entity

The SPONSORING ENTITY named in the Declarations.

Part II – Insuring Agreements

1. General Agreements

In consideration of the premium indicated in the Declarations, and in reliance upon the attachments to and the statements made in the application form, and subject to the terms, conditions and limitations contained in this policy, the INSURERS agree:

- (a) to pay on behalf of the INSURED all sums which the INSURED shall become legally obligated to pay as DAMAGES because of a CLAIM first made and reported to the INSURANCE MANAGER during the policy period resulting from an error, omission or negligent act in the rendering of INSURED SERVICES by the INSURED;

- (i) during the policy period; or
- (ii) before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER, but after the retroactive date (if one is shown in the Declarations), provided that on the effective date of this policy the INSURED did not know of the CLAIM or of the circumstance that could reasonably have given rise to the CLAIM;
- (b) to pay on behalf of the SPONSORING ENTITY all sums which the SPONSORING ENTITY shall become legally obligated to pay as DAMAGES because of its vicarious liability for the acts of the INSURED and provided a CLAIM and any action instituted in respect of the CLAIM is brought against the SPONSORING ENTITY and the INSURED.

This policy of insurance, subject to its terms, conditions and limitations, applies to CLAIMS first made against the INSURED and reported to the INSURANCE MANAGER during the policy period.

2. Defence and Other Payments

With respect to the insurance afforded by the General Agreements of Part II of this policy, the INSURERS further agree:

- (a) that they shall have the right and duty to defend the INSURED in any suit first brought against the INSURED before a court of civil jurisdiction in Canada or the United States of America;
- (b) to pay any premium payable under guarantee bonds required to release attachments and any premium payable on appeal bonds but without any obligation to apply for or furnish any such bonds;
- (c) to pay the reasonable and necessary legal, adjusting, investigating or expert expenses incurred for the defence of CLAIMS for which coverage is provided by this policy;
- (d) to pay costs taxed against the INSURED following a judgment by a court of civil jurisdiction;
- (e) to reimburse INSUREDS for the reasonable expenses incurred by the INSURED to assist in the investigation and defence of the CLAIM at the request of the INSURANCE MANAGER. Such expenses shall include the amount paid in salaries up to a total of five hundred dollars (\$500) per day, paid to INSUREDS who, in lieu of work, attend at discoveries, mediation, trial, coroner's inquest or human rights tribunal as part of the defence of a CLAIM;
- (f) the INSURERS shall have no duty to defend a CLAIM which arises from demands or proceedings first brought against the INSURED outside Canada or the United States of America.

Where it is the duty of the INSURED to defend, the INSURED shall not select defence counsel

without the INSURANCE MANAGER'S written consent, which shall not be unreasonably withheld. The INSURERS shall have the right and shall be given the opportunity to effectively associate with the INSURED in the investigation, defence and settlement of any CLAIM for which coverage is provided under this policy. The payment of sums provided for in Item 2 of Part II shall be on a current basis.

3. The payment of the sums provided for in Item 2 of Part II is to be considered an integral part of the applicable limit of liability of the INSURERS as it erodes the limit of liability.
4. The INSURERS' obligation to defend any CLAIM ends once the available limit of liability is exhausted.
5. **Territory**

This policy applies to CLAIMS which give rise to demands or proceedings against the INSURED anywhere in the world.

Part III – Exclusions

The coverage afforded under this policy does not apply to:

1. **Asbestos Liability Bodily Injury**

CLAIMS for DAMAGES for BODILY INJURY which is actually or allegedly, in whole or in part, directly or indirectly, caused by, based upon or in any way involving asbestos or any material derived therefrom in whatever form or quantity.

This exclusion applies to such CLAIMS regardless of any other cause or event (whether insured or not) contributing concurrently or in any sequence to the occasioning of the BODILY INJURY.

2. **Bankruptcy/Insolvency**

CLAIMS resulting from the bankruptcy or insolvency of the INSURED MEMBER.

3. **Care, Custody and Control**

CLAIMS resulting from damage caused to property in the care, custody or control of the INSURED or property over which the INSURED is for any purpose exercising control.

4. **Deliberate, Dishonest or Fraudulent Acts**

CLAIMS resulting from deliberate, dishonest, criminal or fraudulent acts committed by the INSURED, unless it was done in order to protect persons or property, but this exclusion does not apply to any INSURED who is neither the author of nor an accomplice to the act.

5. **Economic Return**

CLAIMS resulting from representations, forecasts or estimates of profit, return on capital or economic return.

6. **Fines, Penalties**

CLAIMS resulting from any fines, penalties, punitive or exemplary damages.

7. **Insured vs. Insured**

CLAIMS initiated by one or more INSUREDS against any other INSURED.

8. **Liability of Others**

CLAIMS resulting from the liability of others assumed by the INSURED under a contract; however, this exclusion shall not apply to the INSURED'S legal liability for subconsultants contractually bound to the INSURED or for the INSURED'S liability for errors, omissions or negligent acts of the INSURED'S own employees.

9. **Libel and Slander**

CLAIMS resulting from DAMAGES resulting from:

- (a) oral or written publication of material, declaration or interview by the media that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (b) oral or written publication of material that violates a person's right of privacy.

10. **Nuclear Energy**

CLAIMS:

- (a) resulting from any liability imposed by or arising under the Nuclear Liability Act; or
- (b) with respect to which an INSURED under this policy is also insured under a contract of nuclear energy liability insurance (whether the INSURED is named in such contract or not and whether or not it is legally enforceable by the INSURED) issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability; or
- (c) resulting directly or indirectly from the NUCLEAR ENERGY HAZARD arising from:
 - (i) the ownership, maintenance, operation or use of a NUCLEAR FACILITY by or on behalf of an INSURED;
 - (ii) the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY; and
 - (iii) the possession, consumption, use handling, disposal or transportation of FISSIONABLE SUBSTANCES, or of other RADIOACTIVE MATERIAL;

but this exclusion shall not be construed to apply in any commercial or medical radioactive isotopes.

11. Other Activities

CLAIMS resulting from the legal liability of the INSURED arising from the operation of any business enterprise, other than INSURED SERVICES.

12. Other Insurance

CLAIMS covered under another valid and collectible insurance policy. Any coverage provided by this policy shall be specifically excess of and shall not act in contribution with such other insurance policy.

13. Pollution

CLAIMS arising out of or attributable to POLLUTION.

14. Prior Knowledge

CLAIMS or circumstances, reported or not in the application, known to the INSURED before the effective date of the initial policy issued and renewed without interruption by the INSURANCE MANAGER to the INSURED.

15. Related Entities

CLAIMS made against the INSURED, when such CLAIMS are made by another business:

- (a) owned totally or partially by an INSURED;
- (b) controlled or managed totally or partially by an INSURED;
- (c) which is directly or indirectly involved in any way in the ownership or management of an INSURED'S business; or
- (d) of which an INSURED is a partner, director, officer or employee.

This exclusion shall not apply where the interest held by such an entity in the INSURED, or interest held by the INSURED in such an entity, whether held as equity, ownership or voting rights, is less than or equal to ten per cent (10%).

16. War Risk

CLAIMS resulting from DAMAGES caused directly or indirectly by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection.

Part IV –

Computation of Amounts Payable by the Insurers

Limit of Liability of the Insurers

Subject, when applicable, to the deductible as stated in the Declarations, the liability of the INSURERS under Part II – Insuring Agreements of this policy is limited, for each LOSS and per policy period, to the amounts as stated in the

Declarations. It is agreed that the INSURERS and the INSURED shall contribute equally towards DAMAGES until the INSURED has paid the deductible referred to in the Declarations.

Part V – Conditions

1. Action Against the Insurers

No action or legal proceedings may be initiated against the INSURERS unless the INSURED has fully complied with the requirements of this policy.

2. Amendments

The terms of this policy may only be waived or changed by the INSURANCE MANAGER and then, only by written endorsement signed by the INSURANCE MANAGER. Such endorsement shall form a part of this policy.

3. Assignment

Assignment of interest under this policy shall not bind the INSURERS until their consent is endorsed hereon; if, however, the INSURED MEMBER should be adjudged bankrupt, insolvent or incompetent or die within the policy period, this policy shall cover the INSURED MEMBER'S legal representative as INSURED MEMBER. The INSURED MEMBER agrees that any notice of any kind the INSURANCE MANAGER mails to the INSURED MEMBER at the INSURED MEMBER'S last known address shall constitute notice to the INSURED MEMBER'S legal representatives.

4. Cancellation of Policy

(a) The INSURED MEMBER may cancel its coverage by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBER over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.

(b) The SPONSORING ENTITY may cancel the master policy by giving written notice to the INSURANCE MANAGER to this effect, indicating when thereafter the cancellation shall be effective. The INSURANCE MANAGER will reimburse the excess of premium paid by the INSURED MEMBERS over and above the premium earned for the time on risk, the calculation being made in accordance with the customary short rate table and procedure.

(c) The INSURANCE MANAGER may cancel the INSURED MEMBER'S coverage by giving to the INSURED MEMBER written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice; in the event of non-payment of premium, the termination

takes effect fifteen (15) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBER over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

- (d) The INSURANCE MANAGER may cancel the master policy by giving to the SPONSORING ENTITY written notice to this effect, either by registered mail or by delivering it by hand and the termination takes effect thirty (30) days after the date of the notice. The INSURANCE MANAGER shall reimburse this excess premium paid by the INSURED MEMBERS over the earned premium for the time on risk, such calculation to be made on a pro rata basis.

5. **Conformity to Statute**

The terms of this policy that are in conflict with the terms of any applicable laws construing this policy, including the Quebec Civil Code, are hereby amended to conform to such laws.

6. **Continuity**

In the event this policy replaces, without interruption, a prior policy issued by the INSURANCE MANAGER, any CLAIMS or circumstances that could reasonably give rise to a CLAIM of which the INSURED is aware and which the INSURED reports to the INSURANCE MANAGER shall be deemed to have been reported on the date the INSURED first became aware of such CLAIM or circumstances and will be insured subject to the terms, conditions and limits of liability of the policy in force on such date.

7. **Co-operation of the Insured**

The INSURED must co-operate with the INSURANCE MANAGER and, at the request of the INSURANCE MANAGER, assist to effect settlement, forward proceedings, attend hearings and trials, assist in securing and giving evidence and in obtaining the attendance of witnesses.

The INSURED shall not, without the INSURANCE MANAGER'S approval and except at the INSURED'S own cost, voluntarily make any payment, assume any obligation or incur any expense.

8. **Insured Member Represents All Insureds**

The INSURED MEMBER, INSURERS and INSURANCE MANAGER agree that the INSURED MEMBER represents all INSUREDS of the INSURED MEMBER under this policy.

9. **Notice of Claim**

This is a claims-made and reported policy. The INSURED shall, as soon as practicable after being made aware of a CLAIM for which coverage would be afforded by this policy, provide written notice with the full particulars thereof to the INSURANCE MANAGER, ENCON Group Inc., at the address indicated in the Declarations.

If during the policy period the INSURED becomes aware of a circumstance which could reasonably give rise to a CLAIM, the INSURED shall give written notice thereof to the INSURANCE MANAGER as soon as practicable and prior to the date of the termination of the policy. Any such CLAIM received by the INSURED resulting from such circumstances shall be treated as a CLAIM made during the policy period in which such notice was given.

If the effective date of termination of the policy is a Saturday, Sunday or Statutory Holiday, any CLAIM presented to the INSURANCE MANAGER on the business day immediately following the termination date, will be deemed to have been reported within the policy period.

Notwithstanding the aforementioned, any late notice or absence of notice is cause of forfeiture of the rights of the INSURED, if the INSURERS sustain injury therefrom.

10. **Right to Audit**

The INSURANCE MANAGER may, at any time, inspect the premises of the INSURED MEMBER. In relation to the object of this policy, the INSURANCE MANAGER may also examine the financial records and files of the INSURED MEMBER during the policy period and during the two (2) years which follow its expiry or cancellation provided that prior notice of forty-eight (48) hours is given to the INSURED MEMBER.

11. **Settlement and Contestation of Claims**

In the event of a CLAIM, the INSURANCE MANAGER will not settle the LOSS without first obtaining the written consent of the INSURED MEMBER.

However, if a settlement is rendered impossible by the sole refusal of the INSURED MEMBER, the latter must continue the defence at the INSURED MEMBER'S own expense and the liability of the INSURERS will then be limited to the amount for which the CLAIM could have been so settled together with expenses incurred under the present policy at the date of such refusal.

12. **Severability of Interests**

In the event that a CLAIM is made against more than one INSURED, it is agreed that the obligation of the INSURERS under this policy is the same as if separate policies had been issued to each. Notwithstanding the number of INSUREDS involved, the total amount payable hereunder on behalf of all INSUREDS shall not exceed the INSURERS' limit of liability stated in the Declarations.

13. **Subrogation**

In the event of any payment under this policy, the INSURERS shall be subrogated to all the INSURED'S rights of recovery therefore against any person or organization and the INSURED shall execute and deliver instruments and papers and do

whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights.

14. Suspension of Permit or Provisional Administration

If the INSURED MEMBER has its permit or licence to practice suspended by virtue of the laws governing its practice, or if a provisional administration is imposed by governmental authority, notice must be given to the INSURANCE MANAGER within a period of not more than thirty (30) days from such suspension or provisional administration.



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Endorsement

Endorsement No.: 0001
Standard Form: I-2EO
Attached to and forming part
of Policy Number: SRD486172

Insured Services

It is agreed that Item 8 of Part I - Definitions is amended to read as follows:

8. Insured Services

Those services rendered by the INSURED, while acting within the scope of the INSURED'S duties as a "clinical counsellor" (Clinical Counselling) or "psychotherapist" (Psychotherapy), usual and customary to those practices and for which they are trained and qualified.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0002
Standard Form: I-6DEO
Attached to and forming part
of Policy Number: SRD486172

Definition of Insured

It is agreed that Item 6 of Part I - Definitions is amended to include the following:

6. Insured

- (c) all student members in the B.C. Association of Clinical Counsellors programs and meeting the criteria established by the association provided that INSURED SERVICES are rendered under the supervision of an INSURED MEMBER in good standing of the SPONSORING ENTITY and who presently subscribes to this insurance contract;
- (d) any INSURED MEMBER who retires during the policy period for CLAIMS presented to him/her during a period of seven (7) years immediately following the end of the policy period with respect to an error, omission or negligent act arising out of the INSURED SERVICES rendered prior to the retirement date;

"Retire" is interpreted to mean the INSURED completely discontinues the practice of his/her profession as defined under INSURED SERVICES, and shall include retirement, death, disability or cessation of business.

- (e) any unlicensed administrative assistant for whose acts the INSURED MEMBER under Item (a) is responsible.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0003
Standard Form: D-4EO
Attached to and forming part
of Policy Number: SRD486172

Disciplinary Action - Legal Expenses Coverage

It is agreed that the INSURERS agree to indemnify the INSURED MEMBER for LEGAL EXPENSES subject to a maximum of one hundred fifty thousand dollars (\$150,000) for the total of CLAIMS reported during the policy period, such expenses being reasonably incurred by the INSURED MEMBER while under investigation or when called upon to appear before a disciplinary committee formed by virtue of any provincial act or before any court called upon to adjudicate any infraction envisioned in the said act(s).

For the purpose of coverage provided by this endorsement, the following definition will apply:

16. Legal Expenses

All amounts payable by an INSURED to a lawyer for conferences, counselling, investigation preparation of documents and transcripts, and witness fees provided that such amounts are payable to the lawyer.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0004
Standard Form: P-2AEO
Attached to and forming part
of Policy Number: SRD486172

Penal Defence Reimbursement

It is agreed that the INSURERS will reimburse the INSURED MEMBER for legal costs, charges and expenses (excluding salaries or loss of income) incurred in defending the INSURED MEMBER for offences under the Criminal Code in respect of charges laid in Canada if the defence of such allegations proves to be "fully successful" and such allegations occurred during the course of the rendering of INSURED SERVICES of the INSURED MEMBER. For the purposes of this clause, "fully successful" means the withdrawal of charges, an acquittal or the return of a "not guilty" verdict.

It is further agreed that the maximum limit of liability of the INSURERS under the present endorsement shall be two hundred thousand dollars (\$200,000) per INSURED MEMBER per annual aggregate.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0005
Standard Form: L-5E0
Attached to and forming part
of Policy Number: SRD486172

Libel and Slander

It is agreed that Item 9, Libel and Slander, of Part III - Exclusions is deleted in its entirety.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0006
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD486172

Inactive Members

It is agreed that the following condition is added to Part V - Conditions of this policy:

15. Inactive Members

If the INSURED MEMBER completely gives up the practice of his/her profession as defined under Item 8, Insured Services, of Part I - Definitions of this policy during the policy period due to his/her temporary cessation of business, the INSURED MEMBER has the right to an extension of cover granted hereunder with respect to any CLAIM or CLAIMS which may be made against the INSURED MEMBER during the policy period, but only with respect to any INSURED SERVICES performed or omitted or alleged to have been performed or omitted by the INSURED MEMBER prior to his/her temporary cessation of business and subject to the continued replacement of this policy through ENCON Group Inc.

It is further agreed that this extension of coverage is only available on the condition that this policy remains in force with the INSURANCE MANAGER. The acceptance by the SPONSORING ENTITY or the INSURED MEMBER of a new policy with another insurer relieves the INSURERS of any obligation stipulated under this endorsement.

Furthermore, the additional premium required to grant this extension of coverage is as set out below:

First year:	Forty per cent (40%) of expiring premium
Second year:	Thirty per cent (30%) of first year premium above
Third year:	Twenty per cent (20%) of first year premium above

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0007
Standard Form: E-11EEO
Attached to and forming part
of Policy Number: SRD486172

Extended Reporting Provisions

In case of cancellation or non-renewal of this policy by either the INSURED MEMBER or the INSURANCE MANAGER, for reasons other than the INSURED MEMBER'S non-payment of premium or deductible or non-compliance with the terms and conditions of this policy, the INSURED MEMBER shall have the right to an Extended Reporting Period as follows:

(a) Automatic Extended Reporting Period

The INSURED MEMBER shall have the right to a period of sixty (60) days following the effective date of such cancellation or non-renewal, in which to give written notice to the INSURANCE MANAGER of CLAIMS first made against the INSURED MEMBER during said sixty (60) days period for any INSURED SERVICES rendered prior to the end of the policy period and otherwise covered by this policy.

(b) Optional Extended Reporting Period

The INSURED MEMBER shall have the right upon payment of an additional premium (applicable to the total annual policy premium) to have issued an endorsement providing an Extended Reporting Period covering CLAIMS first made and reported to the INSURANCE MANAGER during the Extended Reporting Period for INSURED SERVICES rendered prior to the effective date of such cancellation or non-renewal and otherwise covered by this policy.

The right shall terminate, however, unless written notice of such election with the additional premium is received by the INSURANCE MANAGER no later than sixty (60) days after the effective date of cancellation or non-renewal. A change in policy terms, conditions, exclusions and/or premiums shall not be considered a non-renewal for purposes of triggering the rights to an Extended Reporting Period.

The first sixty (60) days of the Optional Extended Reporting Period, if it becomes effective, shall run concurrently with the Automatic Extended Reporting Period.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Toll Free 800-267-6684
www.encon.ca

Endorsement

Endorsement No.: 0008
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD486172

Therapy and Counselling

- I. It is hereby agreed that the INSURERS shall pay for the therapy and counselling of a sexually abused patient when an INSURED MEMBER:
- (a) has been found to be at fault under civil or criminal proceedings.
- II. Computation of Amounts Payable by the INSURER under this endorsement:
- (a) The maximum amount of liability of the INSURER under the present endorsement shall be \$25,000 per INSURED MEMBER per CLAIM;
 - (b) it is further agreed that the maximum amount of liability of the INSURER under the present endorsement shall be \$50,000 per INSURED MEMBER per policy period.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0009
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD486172

It is hereby agreed that Item 15, Related Entities, of Part III - Exclusions is amended to read as follows:

15. Related Entities

CLAIMS made against the INSURED, when such CLAIMS are made by another business:

- (a) owned totally or partially by an INSURED;
- (b) controlled or managed totally or partially by an INSURED;
- (c) which is directly or indirectly involved in any way in the ownership or management of an INSURED'S business; or
- (d) of which an INSURED is a partner, director, officer or employee.

However, for an individual who is a member presently subscribing to this insurance contract, paragraph (d) is amended to read as follows:

- (d) of which an INSURED is a partner, director or officer.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0010
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD486172

Loss of Earnings

It is agreed that Item (c) of Part II - Insuring Agreements, 2. Defence and Other Payments, is amended to read as follows:

- (c) to reimburse INSUREDS for the reasonable expenses incurred by the INSURED to assist in the investigation and defence of the CLAIM at the request of the INSURANCE MANAGER. Such expenses shall include the amount paid in salaries up to a total of one thousand dollars (\$1,000) per day, paid to INSUREDS who, in lieu of work, attend at discoveries, mediation, trial, coroner's inquest or human rights tribunal as part of the defence of a CLAIM.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0011
Standard Form: S-12EO
Attached to and forming part
of Policy Number: SRD486172

Absolute Abuse and Sexual Misconduct Exclusion -
Defence Costs Reimbursement

It is agreed that, notwithstanding Endorsement No. 14, Absolute Abuse and Sexual Misconduct Exclusion, the INSURERS will reimburse the INSURED MEMBER for legal costs, charges and expenses (excluding salaries or loss of income) incurred in defending CLAIMS made against the INSURED MEMBER for allegations defined under Items (a) and (b) of the Absolute Abuse and Sexual Misconduct Exclusion, if the defence of such allegations proves to be "fully successful" and such allegations occurred during the course of the rendering of INSURED SERVICES of the INSURED MEMBER. For the purposes of this clause, "fully successful" means a finding of no liability or a dismissal.

It is further agreed that the maximum limit of liability of the INSURERS under the present endorsement shall be two hundred fifty thousand dollars (\$250,000) per INSURED MEMBER per annual aggregate.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0012
Standard Form: S-9CEO-1
Attached to and forming part
of Policy Number: SRD486172

Cyber Security and Privacy Liability Extension

The purpose of this endorsement is to broaden the coverage provided by this policy to include CLAIMS for CYBER SECURITY AND PRIVACY LIABILITY associated with conduct of the business activity of the INSURED MEMBER.

It is agreed that, subject to a sublimit of \$50,000 per CLAIM and per annual aggregate per INSURED MEMBER, this endorsement shall apply to CLAIMS for CYBER SECURITY AND PRIVACY LIABILITY.

This sublimit is eroded by the payment of the sums provided for in Item 2 of Part II - Insuring Agreements. Furthermore, this sublimit is included in and does not increase the limit of liability as stated in the Declarations. No deductible shall apply to this coverage.

For the purpose of this endorsement, CYBER SECURITY AND PRIVACY LIABILITY is defined as any actual or alleged:

- (a) SECURITY BREACH;
- (b) PRIVACY BREACH; or
- (c) DATA PERSONAL INJURY;

associated with the performance of INSURED SERVICES for others.

Also covered under this extension are REMEDIATION EXPENSES which relate to CYBER SECURITY AND PRIVACY LIABILITY and are defined as reasonable and necessary expenses for:

- (a) advertising or other media services;
- (b) broadcast, electronic, printed telecast or telephonic announcements, communications or notices;
- (c) credit monitoring services for a period not exceeding twelve (12) months from the date of the SECURITY BREACH or a PRIVACY BREACH; and
- (d) public relations services.

However, REMEDIATION EXPENSES does not include amounts or costs incurred by the INSURED MEMBER as a result of cyber-extortion. Cyber-extortion, in the context of this definition, means a demand for money or something else of value in exchange for not carrying out a threat to commit harm to computers or information systems.

For the purposes of coverage provided by this endorsement, the following definitions will apply:

1. Bodily Injury

Bodily injury, physical injury, sickness, disease, mental anguish, mental suffering or shock, including death resulting from any of these at any time.

2. Data

Representations of information or concepts in any form; however, DATA does not include representations of information in television, radio, films or theatrical releases.

3. Data Personal Injury

PERSONAL INJURY arising out of the distribution or display of DATA, by means of an Internet website, the Internet, an intranet, an extranet or similar device or system designed or intended for electronic communication of DATA.

4. Personal Injury

Injury, including consequential BODILY INJURY, arising out of one or more of the following:

(a) false arrest, detention or imprisonment;

(b) malicious prosecution;

(c) the wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

(d) oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

(e) oral, written or electronic publication of material that violates a person's right of privacy.

5. Privacy Breach

Any computer-related unauthorized collection, use or disclosure of non-public personal information as established by law.

6. Security Breach

Any actual or alleged failure to prevent unauthorized access to or use of any computer, software, network or electronic information system, or the unauthorized introduction of a computer virus or similar program.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.




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Endorsement

Endorsement No.: 0013
Standard Form: BSRDTRAIL
Attached to and forming part
of Policy Number: SRD486172

DAS Legal Expense Insurance

Notwithstanding any list of subscribing INSURERS shown elsewhere in this policy or endorsements attached to this policy, it is understood and agreed that the Legal Expense Insurance Coverage is subscribed to solely by the following Insurer:

Insurer	Percentage of the Limits	Signature
DAS Legal Protection Insurance Company Limited	100%	 David G. Cook, President

I. Agreement

We will provide the insurance described in this endorsement subject to the policy terms, definitions, conditions, exclusions and limitations provided that:

1. the **claim** has **reasonable prospects** of success; and
2. the **date of occurrence** of the insured event happens within the period **we** have agreed to cover an **insured**; and
3. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**.

For all insured events for which **we** have accepted a **claim** under this endorsement, **we** will also pay **legal costs** incurred in making or defending an appeal, as long as the **insured** tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal) and **we** agree there are **reasonable prospects** of success.

II. Insured Event

Tax Protection

What Is Covered

We will pay an **insured person's legal costs** in respect of a **tax appeal** or a **tax audit** relating to their personal tax affairs.

*Provided that the **insured person** has taken reasonable care to ensure that all returns are complete and correct, and submitted within the statutory time limits allowed.*

What Is Not Covered

- (a) For a **tax audit**, the first \$500 and, for a **tax audit** or a **tax appeal**, any amount in excess of \$10,000, in either case in **legal costs** in respect of each **claim**.
- (b) The **tax affairs** of a corporation, or if the **insured person** is carrying on business, involved in a business partnership, or otherwise self-employed, the **tax affairs** relating to such activities.
- (c) Any **claim** arising from a tax avoidance scheme, arrangement, or plan of any kind.
- (d) Any **claim** arising from an investigation or enquiry by the CRA into alleged gross negligence, dishonesty or criminal offences.

III. Telephone Legal Advice

We will provide you and any other **insured person** access to a legal advice helpline through which you or they can receive confidential general legal advice and information over the phone relating to any personal legal or tax problem to help determine legal rights and options under the provincial laws of the applicable province and the federal laws of Canada. The advice lawyer cannot provide case specific research or review documents.

We will provide this service between the hours of 8 a.m. and midnight, local time, seven (7) days a week. In addition, we will facilitate access to a lawyer twenty-four (24) hours a day, seven (7) days a week, in emergency situations. Calls to this service may be recorded.

To contact this service call 877-255-4269.

We will not accept responsibility if the advice service is unavailable for reasons we cannot control.

IV. Making a Claim

Please contact **us** as soon as practicable following an insured event, and in no event later than one hundred and twenty (120) days after the **date of occurrence** of the insured event.

Please note that we will not pay for any costs that an insured or a business may incur before we have accepted a claim, even if we later accept the claim.

An **insured** may report a **claim** to **us** by mail at **our** Head Office address: 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2 or by telephone at 877-255-4269

We will then advise on next steps.

V. Definitions

The following definitions apply wherever these words or phrases appear in bold in this endorsement only.

(a) **Appointed Representative**

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured** to act for an **insured**.

(b) **Claim**

A matter submitted to **us** by an **insured** to be considered for coverage under this endorsement.

(c) **Date of Occurrence**

(i) For a **tax appeal**: when the Canada Revenue Agency (“CRA”) or a provincial tax authority first issues an **insured** a notice of assessment, reassessment or determination with which it disagrees.

(ii) For a **tax audit**: when the CRA or a provincial tax authority first contacts an **insured** in relation to commencing an audit.

The insured event must occur within the period **we** have agreed to cover the **insured**.

(d) **Insured**

Insured means the members of the Named Insured(s) listed in the policy declarations who presently subscribe to this insurance contract.

(e) **Legal Costs**

In respect of the insured events described in this endorsement:

- (i) all reasonable and necessary costs incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports;
- (ii) the costs awarded by a court in Canada to opponents in civil cases if the **insured** has been ordered to pay them, or pays them with **our** agreement;
- (iii) an individual **insured's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of \$500 per **insured** per day, and \$10,000 in total in respect of all **claims** resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

(f) **Reasonable Prospects**

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

(g) **Tax Appeal**

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

(h) **Tax Audit**

An inspection and verification by the CRA or a provincial tax authority of an **insured's** financial accounting records to determine whether or not it has paid the correct amount of tax.

(i) **Territorial Limit**

Canada.

(j) **We, Us, Our**

DAS Legal Protection Insurance Company Limited.

VI. Limit of indemnity Under This Endorsement

Except where a lower limit is specifically stated otherwise in this policy, **we** will pay up to \$10,000 in respect of **legal costs** related to all **claims** resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, in any period of insurance shown in the declarations, and in any subsequent period of insurance, **we** will pay, in aggregate, **legal costs** of no more than \$50,000 in respect of all **claims** that arise under any one individual certificate that result from different originating causes.

VII. General Exclusions

This insurance does not apply to:

1. E&O Policy Exclusions

Any matter that comes within exclusion 1, 3, 4, 6, 7, 8, 9, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 or 24 of Part III – Exclusions of the errors and omissions policy to which this endorsement is attached.

2. Wilful Acts

Any **claim** resulting from an act which is wilfully committed, and the results of which are consciously intended, by an **insured**.

3. Late Reported Claims

A **claim** reported to **us** more than one hundred and twenty (120) days after the **date of occurrence**.

4. Costs Not Agreed With Us

Legal costs incurred before **our** written agreement to pay them.

5. Contingency Fee Agreements

Any **legal costs** arising as a consequence of a contingency fee agreement.

6. Disputes With Any Governmental or Public Body

Any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal or provincial governmental or quasi-governmental body, or any other local or public authority, other than in relation to an accepted **claim** in respect of any event insured under this endorsement.

7. Class Action Proceedings

Any **claim** where an **insured** is a party to a legal action brought under applicable class proceedings legislation.

8. Costs Awarded Outside of Canada

Any **legal costs** awarded in any jurisdiction outside of Canada.

9. Damages, Fines and Penalties

Damages, fines, penalties, compensation or restitution orders which the **insured** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

10. Legal Action Not Agreed With Us

Legal action an **insured** takes which **we** or the **appointed representative** have not agreed to or where an **insured** does anything that hinders **us** or the **appointed representative**.

11. Disputes With DAS

Any dispute with **us** not otherwise dealt with under **General condition 9 Disputes over reasonable prospects for a claim**.

12. Fraudulent Claims

Any **claim** which is fraudulent, exaggerated or dishonest.

13. Claims Under This Policy By a Third Party

Apart from **us**, only an **insured** may enforce all or any part of this endorsement and the rights and interests arising from or connected with it.

14. Defamation

A claim relating to written or oral remarks which damage an **insured's** reputation.

VIII. General Conditions

1. E&O Policy Conditions

Part V – Conditions of the errors and omissions policy to which this endorsement is attached are incorporated herein and apply with necessary modification.

2. Observance of Policy Terms

The **insured** must:

- (a) comply with the terms and conditions of this policy including this endorsement;
- (b) take reasonable steps to avoid and prevent **claims**;
- (c) take reasonable steps to avoid incurring unnecessary costs;
- (d) send everything **we** reasonably ask for in writing;
- (e) report to **us** full and factual details of any **claim** as soon as practicable and give **us** any information **we** reasonably need.

3. Conduct and Control of Claim

- (a) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** on behalf of the **insured** in accordance with **our** standard terms of appointment and will be retained by the **insured**.
- (b) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured** may select their **appointed representative** from that panel of law firms.
- (c) The **insured** must cooperate reasonably with **us** and with the **appointed representative** and must keep **us** up-to-date regarding the progress of the **claim**.
- (d) The **insured** must give the **appointed representative** any instructions that **we** reasonably require.

4. Consent to Access Information

The **insured** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** reasonable request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** reasonable request.

5. Offers to Settle a Claim

- (a) The **insured** must tell **us** if anyone offers to settle a **claim** and must not negotiate or agree to a settlement without **our** written consent, not to be unreasonably withheld.
- (b) If the **insured** does not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a **claim**, **we** may refuse to pay further **legal costs**.
- (c) **We** reserve the right to pay the **insured** the reasonable amount of damages that is being claimed, or that is being claimed against them, or negotiate a reasonable settlement of any **claim**, instead of starting or continuing legal proceedings. In these circumstances the **insured** must allow **us** to take over and conduct in their name the pursuit or settlement of any **claim**. The **insured** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. **Withdrawal of Coverage**

If an **insured** settles or negotiates a **claim** without **our** consent, not to be unreasonably withheld, or withdraws a **claim** without **our** consent, not to be unreasonably withheld, or does not give to the **appointed representative** any instructions that **we** reasonably require, **we** can withdraw coverage and will be entitled to **reclaim** from the **insured** any **legal costs** **we** have paid.

7. **Assessment and Recovery of Costs**

- (a) The **insured** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
- (b) The **insured** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.
- (c) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

8. **Cancellation of a Representative's Appointment**

If the **appointed representative** refuses to continue acting for the **insured** with good reason, or if the **insured** dismisses the **appointed representative** without good reason, the coverage **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

9. **Disputes Over Reasonable Prospects for a Claim**

If there is a dispute between an **insured** and **us** over **reasonable prospects**, the **insured** person may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured** and **us**, on the merits of a **claim** or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will pay the reasonable cost of obtaining the opinion.

10. **Complaint Handling**

If an **insured** is not satisfied with any aspect of **our** service, they may write to **us** at DAS Legal Protection Insurance Company Limited, 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2. Alternatively they can telephone **us** at 1-888-5-TALKTODAS (1-888-582-5586) or email **us** at customerrelations@das.ca.

If they are still not happy, they can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free Number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after the **insured** has first tried to resolve the issue directly with **us**.

11. **Other Insurance**

We will not pay any **claim** covered under any other policy, or any **claim** that would have been covered by any other policy if this endorsement did not exist.

12. **Currency**

All of the dollar limits described in this endorsement are in Canadian funds.

13. **Action Against Us**

Any action or proceeding against **us** for the recovery of any **claim** under this endorsement is absolutely barred unless commenced within two (2) years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province where this policy was issued, whichever is earlier. Any such action or proceeding shall be held in the province where this policy was issued and in accordance with its laws and the federal laws of Canada.

14. **Communication With Us**

The **insured** can communicate with **us** by telephone, mail or email. New **claims** may also be reported to **us** by mail or telephone, or via **our** website.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.



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Endorsement

Endorsement No.: 0014
Standard Form: S-4EO
Attached to and forming part
of Policy Number: SRD486172

Absolute Abuse and Sexual Misconduct Exclusion

It is agreed that this policy shall not apply to any CLAIM resulting directly, indirectly, in whole or in part from any actual or alleged:

- (a) sexual, physical, psychological or emotional abuse, molestation or harassment committed by, at the direction of, or with the knowledge of any person insured by this policy; or
- (b) failure of any person insured by this policy to prevent sexual, physical, psychological or emotional abuse, molestation or harassment.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence to the LOSS.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.