



Your Trisura Guarantee Insurance Company policy includes unlimited access to legal information by calling **1-866-945-5207**. The complimentary Trisura Legal Helpline also features **HR Assist**—available to all Specialty Insurance policyholders in English and in French. HR Assist provides our policyholders with access to certified Human Resources (HR) specialists that help them effectively manage their HR issues.

If you have **any** legal or HR questions that require the assistance of a lawyer, the Trisura Legal Helpline is available from 8 a.m. to midnight (local time), seven days per week. In emergency situations, your call will always be answered and a lawyer will be made available **24/7**.

## WHAT DO I DO IF I HAVE A LEGAL OR HR QUESTION?

### 1. Have your policy number ready.

This is to quickly confirm that you are a Trisura policyholder.

### 2. Call the Trisura Legal Helpline at 1-866-945-5207.

The intake agent will take down your information. You will either speak directly to a legal representative right away, or you will schedule the most convenient time for a lawyer to call you back.

### 3. Speak with a legal representative.

Our lawyers are knowledgeable, professional, and courteous, and they will provide you with the legal assistance you need. There is no limit to the duration or number of calls. We encourage you to call whenever you have a legal concern to help minimize the risk of more complicated future problems.

## CUSTOMER TESTIMONIALS

*Professional, knowledgeable, helpful, clear, direct, and completely comprehensible. I knew what to do, when to do it, and even how to say it. Fantastic.*

– Katerina L.

*This is an amazing resource to have. I was impressed that I was placed with a lawyer who specialized in the particular area of law that I was calling about.*

– Cole B.

*The service was extremely efficient. Being able to run the situation by the lawyer and get help understanding the conditions of a contract let me know I was understanding all the options in my situation correctly and helped me to manage it knowledgably which saved my family a lot of money in the long term. This service brings a lot of peace of mind..*

– Mila A.



## LEGAL HELPLINE AND HR ASSIST EXAMPLES

There are many scenarios in which an organization can run into legal strife. Here are some examples to better illustrate the importance of obtaining legal and HR assistance in your time of need:

LEGAL HELPLINE	HR ASSIST
<p><b>AN ACCIDENTAL INJURY AT THE WORKPLACE</b></p> <p>A non-profit charity that helps build and repair residential homes for low-income families had an unfortunate incident. The homeowner accidentally struck the volunteer's ladder with their car, and the volunteer is now severely injured. The charity wants to know if they face potential liability issues and if they can take any legal action against the homeowner, on behalf of the volunteer.</p>	<p><b>A VOLUNTEER'S PURPORTED TORMENT</b></p> <p>A non-profit humanitarian organization for youth poverty uses volunteers to supplement their regular employee workforce. Staff members have alleged a particular volunteer keeps harassing the children and teens who visit the organization's communal space. The Operations Manager does not know what steps can be taken to dismiss the volunteer without exposing the organization to possible charges of slander.</p>
<p><b>AN UNCOOPERATIVE CONTRACTOR</b></p> <p>A veterinary practice hired a contractor to build and install cabinets for the kitchen area. Unfortunately, not only did the contractor damage several walls and countertops in the office, they also failed to install cabinets that had been included in the contract. Even though the practice paid nearly \$6,500 already, the contractor refused to repair or pay for the damages and did not respond to any of their calls. The veterinarians want to know what options are available to sue for damages.</p>	<p><b>BRACING FOR A CHALLENGE</b></p> <p>An orthodontist hired a certified orthodontist assistant several years ago. But over the last 2 months, the employee developed a physical condition that limited his ability to perform his duties at work and ended up quitting. Soon after, the former employee demanded \$350,000, on the grounds of wrongful dismissal and alleging that they had been in a hostile work environment. The orthodontist wants to know what her options are going forward.</p>
<p><b>CATERING BUSINESS MISHAP</b></p> <p>A local hotel contracts catering for a business conference to a new firm. On the day of the conference, the caterer does not show, and there is no breakfast nor lunch for the conference. The hotel owner has to step in and order food from an expensive restaurant. The caterer refuses to accept responsibility. The hotel owner wants to know what course of action they can take to not only recoup costs, but also repair the hotel's reputation.</p>	<p><b>A BARTENDER'S DEMAND</b></p> <p>The owner of a bar and lounge was sent a demand letter by the legal counsel of one of her bartenders. The employee claimed constructive dismissal, alleging that the owner refused to schedule shifts for her and did not give appropriate notice of shift changes. The lounge owner had records of assigning shifts accordingly and giving advance notice, but he does not know how to respond to the demand letter.</p>
<p><b>AUDIT OF TAX DEDUCTIONS</b></p> <p>The owner of an architecture firm receives a notice from the Canada Revenue Agency (CRA) that they will be performing an audit of the owner's carrying charges and interest charges, which he deducts his business income as expenses. The owner wants to reverse the proposed reassessment, and he wants to know what his legal rights are when the auditor arrives at his place of business.</p>	<p><b>COMBATIVE REAL ESTATE AGENT</b></p> <p>A real estate brokerage had an employee with a history of performance issues, conflict with his coworkers, and aggressive behaviour. The owner of the brokerage unfortunately had to let him go. The employee then filed an application at the Human Rights Tribunal, alleging unfair dismissal and discrimination on the basis of race. A brokerage executive wants to know their legal rights as an employer and what steps can be taken to address this.</p>



## PRIVACY & SECURITY BREACH SERVICES COVERAGE

Trisura Guarantee Insurance Company now provides you with **Privacy & Security Breach Services** that will help you react in the event of a data breach – without the expense of hiring in-house expertise.

### What is a Data Breach?

A data breach is a security incident in which sensitive, protected or confidential data is intentionally or unintentionally released to an un-trusted environment.

Lost data may involve personally identifiable information, such as social insurance numbers, credit card or bank details, and personal health information.

**A company laptop is missing, customers' payment records stolen, paper files are lost, online systems hacked...**

**What can you do?**

### Privacy & Security Breach Consulting Services

In the unfortunate event of a breach, Trisura's group of experts will help you quickly develop a clear breach response strategy and incident management plan. Services include:

- **Breach Counseling** – Help determine whether a breach has occurred and assess the severity of the incident
- **Crisis Management** – Time-saving professional service in handling a breach
- **Media Relations Consulting** – Public relations assistance to help restore your business' reputation
- **Legal Support** – Documentation of steps taken and remediation services provided

### Enhanced Insurance Coverages for a Complete Privacy & Security Insurance Package

Trisura offers additional insurance coverages to mitigate the impacts of a breach on your business. Contact your insurance broker today for more information about purchasing these optional enhanced coverages:

- **Regulatory Research and Compliance Expense** – Coverage for lawyers' fees incurred in providing advice and guidance on applicable legislative requirements.
- **Forensic Investigation Expense** – Covers the costs for forensic experts to determine how the intruder got into the device/system and what data has been compromised.
- **Notification Expense Reimbursement** – Covers the costs for a breach expert to assist in drafting a notification message along with all printing, mailing, postage, or address verification costs for sending this notification message.
- **Notification Recipient Services** – Covers the cost in providing fraud remediation services to individuals that have been affected by the breach.

### What do I do if I think I've had a breach?

At the first sign of a breach, contact our claims team at:

**1-866-856-9203**  
or [claims@trisura.com](mailto:claims@trisura.com)

### About Trisura

Trisura Guarantee Insurance Company is a Canadian specialty lines insurance and surety company. Through a select network of national and regional brokerage firms, Trisura Guarantee provides innovative solutions and expertise in Contract, Developer and Commercial Surety, Directors' and Officers' Liability, Fidelity, Professional Liability including Media, Technology and Cyber Liability, Property, Casualty and Warranty products. Trisura Guarantee is rated A- (Excellent) by A.M. Best Company.

Refer to your policy for complete details. In case of inconsistency between this document and your policy, the policy terms, conditions and limitations will apply.



MEDICAL LABORATORY PROFESSIONALS  
PROFESSIONAL LIABILITY INSURANCE PROGRAM

DECLARATIONS

Master Policy No.: NPL1001852

Prior Master Policy No.: NEW

- Item 1. Name and Address of the Sponsoring Entity: Medical Laboratory Professionals' Association of Ontario PO Box 100, STN LCD 1 Hamilton, ON L8L 7T5
Item 2. Master Policy Period: From January 1, 2021 to January 1, 2022 12:01 a.m. standard time at the address stated in Item 1.
Item 3. Name and Address of the Named Insured: As per individual certificate
Item 4. Policy Period: As per individual certificate
Item 5. Limit of Liability: \$ As per individual certificate Per Claim for Coverages A and B (including Claim Expenses) \$ As per individual certificate Aggregate Limit of Liability each Policy Period for Coverages A and B (including Claim Expenses)
Item 6. Deductible: \$ As per individual certificate Per Claim
Item 7. Insured's Professional Capacity: Medical Laboratory Technologist or Medical Laboratory Assistant
Item 8. Minimum Retained Premium: 100%
Item 9. Discovery Period: (A) Additional Premium: 100% 150% (B) Additional Period: 1 Year 2 Years
Item 10. Premium: As per individual certificate
Item 11. Endorsements Attached at Issuance: No.1, No.2, No.3, No.4, No.5, No.6, No.7, No.8

These Declarations along with the completed and signed Application and the Policy, Certificate of Insurance and endorsements, if any, shall constitute the entire contract between the Insured and Trisura Guarantee Insurance Company.

In witness whereof, the Insurer has caused this Policy to be signed by its authorized officer,

TRISURA GUARANTEE INSURANCE COMPANY

Chris Sekine
President & CEO

THIS IS A CLAIMS MADE POLICY WITH CLAIM EXPENSES INCLUDED
IN THE LIMIT OF LIABILITY - PLEASE READ CAREFULLY

This policy contains a clause that may limit the amount payable

## MEDICAL LABORATORY PROFESSIONALS PROFESSIONAL LIABILITY INSURANCE PROGRAM

**IN CONSIDERATION OF** the payment of the premium and in reliance upon all statements made and information furnished to Trisura Guarantee Insurance Company (hereinafter called the “**Insurer**”) including the statements made in the Application and subject to all the terms, conditions and limitations of this Policy, the **Insurer** agrees as follows:

### I INSURING AGREEMENTS

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#### COVERAGE A: ERRORS AND OMISSIONS

The **Insurer** shall pay on behalf of the **Insured** those amounts, in excess of the Deductible, the **Insured** is legally obligated to pay as **Damages** resulting from a **Claim** first made against the **Insured** during the **Policy Period** or **Discovery Period**, if exercised, and reported to the **Insurer** pursuant to the terms of this Policy for a **Wrongful Act** in rendering, or failing to render, **Professional Services** for others, but only if such **Wrongful Act** first occurs on or after the **Retroactive Date** and prior to the expiration of the **Policy Period**.

#### COVERAGE B: DEFENCE AND CLAIM EXPENSES

With respect to such coverage as is afforded by Section I – Insuring Agreements – Coverage A of this Policy:

- (i) the **Insurer** shall have the right and the duty to defend, including the right to select legal counsel, any **Claim** made against the **Insured** alleging a **Wrongful Act** even if such **Claim** is groundless, false or fraudulent, and shall pay any **Claim Expenses** for such **Claim**;
- (ii) the **Insurer** shall reimburse the **Insured** for reasonable and necessary expenses to a maximum of \$500.00 per day incurred by the **Insured** at the **Insurer’s** written request to assist the **Insurer** in the investigation or defence of a **Claim**; and
- (iii) the **Insured** agrees not to settle any **Claim**, incur any **Claim Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without the **Insurer’s** written consent. The **Insurer** shall not be liable for any **Damages**, **Claim Expenses**, assumed obligation or admission to which it has not consented. The **Insurer** shall have the right to make such investigation and conduct negotiations and, subject to subsection (L) of Section VII, enter into such settlement of any **Claim** as the **Insurer** deems expedient.

### II DEFINITIONS

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Whenever appearing in this Policy, words and phrases appearing in **bold type** shall have the meanings set forth below. These Definitions apply to the singular and the plural of these terms as circumstances and context require.

**Abuse** means, but is not limited to, any act or threat involving:

- (i) molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse; or
- (ii) the negligent employment, investigation, supervision, reporting to the proper authority(ies), or failure to so report, or retention of a person for whom any **Insured** is or ever was legally responsible and whose conduct would be excluded by (i) above.

**Application** means all signed application forms, including attachments and materials requested therein or submitted therewith, for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such application forms, attachments and materials are deemed attached to and incorporated into this Policy.

**Bodily Injury** means bodily injury, sickness or disease of any person, and, if arising out of the foregoing, disability, emotional distress, mental anguish, mental injury, shock or death at any time.

**Breach of Confidentiality** means any breach of **Patient** confidentiality.

**Claim** means:

- (i) any demand for monetary damages or services;
- (ii) a civil proceeding commenced by the issuance of a notice of action, statement of claim, writ of summons, complaint or similar pleading; or

(iii) an arbitration proceeding commenced by receipt of a notice to appoint an arbitrator, an arbitration petition or similar document,

against any **Insured** for a **Wrongful Act**, including any appeal therefrom. A **Claim** shall be deemed to have been first made at the earliest date upon which written notice thereof, or a copy of the **Claim**, was personally received by any **Insured** by any means including personal delivery, facsimile transmission or email.

**Claim Expenses** means all reasonable and necessary costs, charges, fees (including but not limited to legal fees and experts' fees) and expenses incurred in the investigation, adjustment, negotiation, arbitration or defence of any covered **Claim**, whether paid by the **Insurer** or by the **Insured** with the **Insurer's** written consent. **Claim Expenses** shall also include the premium for appeal, attachment or similar bonds, but the **Insurer** shall have no obligation to apply for or furnish any such bonds. **Claim Expenses** does not include loss of earnings or salaries or other compensation paid to any **Insured**.

**Damages** means a compensatory judgment, award or settlement (including pre-judgment and post-judgment interest). **Damages** shall not include, and this Policy shall not cover, fines, penalties, punitive or exemplary damages, the multiplied portion of any multiplied damage award, the return of all or part of the fees, deposits, commissions, expenses, costs or payments for **Professional Services** rendered or to be rendered by the **Insured**, or any matter, sum or award that is uninsurable under the law pursuant to which the Policy shall be construed.

**Disability, Disabled or Disablement** means the **Named Insured's** complete and continuous inability to perform **Professional Services** for at least 6 months as a direct result of accidental bodily injury, sickness or disease.

**Discovery Period** means the period described in Section III, Discovery Period.

**Domestic Partner** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, provincial, territorial, state or local law.

**Employee** means any natural person who does not render any **Professional Services** and whose labour or service is engaged by and directed by the **Named Insured**, but only while acting within the scope of their employment duties for the **Named Insured**. **Employee** shall include any part-time or seasonal employee, but does not include an independent contractor.

**First Inception Date** means the inception date of the first Professional Liability Insurance Policy issued by the **Insurer** to the **Named Insured** and which has continued through renewal or reinstatement on an uninterrupted basis since its inception.

**Insured** means:

- (i) the **Named Insured**;
- (ii) any **Employee**;
- (iii) medical laboratory students, but solely while working under the direct supervision of the **Named Insured**, provided always that such student is enrolled in an approved educational program at a Canadian post-secondary educational institution that is recognized by the applicable provincial regulatory college or by the **Sponsoring Entity**;
- (iv) the **Sponsoring Entity** and any member of its governing body, but solely with respect to **Claims** arising out of **Professional Services** rendered by a **Named Insured**.

**Insurer** means Trisura Guarantee Insurance Company.

**Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

**Medical Laboratory Assistant** means an individual who is a member in good standing with either the **Sponsoring Entity** or the British Columbia Society of Laboratory Science.

**Medical Laboratory Technologist** means an individual who is registered to practice with, and is a member in good standing of, one of the following organizations:

- (i) College of Medical Laboratory Technologists of Ontario (CMLTO);
- (ii) College of Medical Laboratory Technologists of Alberta (CMLTA);
- (iii) Saskatchewan Society of Medical Laboratory Technologists (SSMLT);
- (iv) College of Medical Laboratory Technologists of Manitoba (CMLTM);
- (v) Nova Scotia College of Medical Laboratory Technologists (NSCMLT);



(vi) New Brunswick Society of Medical Laboratory Technologists (NBSMLT);  
(vii) Newfoundland and Labrador College of Medical Laboratory Sciences (NLCMLS);  
provided always that said individual's registration has been reviewed and approved by the **Sponsoring Entity** prior to becoming the **Named Insured**.

**Named Insured** means the individual **Medical Laboratory Technologist** or **Medical Laboratory Assistant** named in Item 3 of the Declarations.

**Patient** means any natural person who is a patient or client of the **Named Insured**.

**Personal Injury** means injury arising out of one or more of the following offences:

- (i) false arrest, detention or imprisonment, or malicious prosecution;
- (ii) the unauthorized collection, use or disclosure of personal or private information;
- (iii) the publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
- (iv) wrongful entry or eviction, or other invasion of the right to private occupancy; or
- (v) harassment, misconduct or discrimination based on, but not limited to, age, race, creed, colour, ancestry, national or ethnic origin, religion, disability, handicap, marital status, citizenship, sex, sexual orientation, pregnancy or criminal conviction.

**Policy Period** means the period of time from the inception date shown in Item 4 of the Declarations to the earlier of the expiration date shown in Item 4 of the Declarations or the effective date of cancellation of this Policy.

**Pollutants** means any substance, located anywhere in the world, exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by or pursuant to the Canadian Environmental Protection Act, 1999, c. 33, the United States of America Environmental Protection Agency or any federal, provincial, territorial, state, county, municipal or local counterpart thereof. Such substances shall include, but are not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, lead or lead products, silica or silica products, mould of any type, electric or magnetic or electromagnetic field and noise. Waste materials include materials to be recycled, reconditioned or reclaimed.

**Professional Services** means those services coming within the scope of the **Insured's** Professional Capacity specified in Item 7 of the Declarations and encompassing the performance of services customary to the Professional Capacity so defined by the **Sponsoring Entity** and/or the provincial regulatory college with which the **Insured** is registered and/or the British Columbia Society of Laboratory Science.

**Property Damage** means:

- (i) physical injury to, or loss or destruction of, tangible property including all resulting loss of use thereof; or
- (ii) loss of use of tangible property which has not been physically injured or destroyed.

**Retiree** means a **Named Insured** who ceases to provide **Professional Services** and who will not perform any **Professional Services** of any kind.

**Retroactive Date** means the first date upon which the **Named Insured** purchased a Professional Liability Insurance policy providing coverage of a similar nature to that afforded by this Policy and which has continued through renewal or replacement on an uninterrupted basis since its inception.

**Sponsoring Entity** means the entity named in Item 1 of the Declarations.

**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.

**Wrongful Act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed in the performance of **Professional Services** for others by the **Insured**.

### III EXTENSIONS

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#### Estates and Legal Representatives

This Policy shall cover **Damages** and **Claim Expenses** arising from any **Claims** made against the estates, heirs, legal representatives or assigns of **Named Insureds** who are deceased or against the legal representatives or assigns of **Named Insureds** who are incompetent, insolvent or bankrupt to the extent that in the absence of such death, incompetency, insolvency or bankruptcy, such **Claims** would have been covered by this Policy.

#### Discovery Period

- (A) If the **Named Insured** terminates, or the **Named Insured** or the **Insurer** refuses to renew, this Policy, the **Insureds** shall have the right, upon payment of the additional premium calculated at that percentage set forth in Item 9(A) of the Declarations of the total annual premium for this Policy, to an extension of the coverage granted by this Policy for the period of time set forth in Item 9(B) of the Declarations following the effective date of such termination or non-renewal, but only for any **Wrongful Act** committed prior to the effective date of such termination or non-renewal. The rights contained in this paragraph shall terminate unless written notice of such election, together with payment of the additional premium due, is received by the **Insurer** within 30 days following the effective date of termination or non-renewal.
- (B) If the **Named Insured** shall become a **Retiree** during the **Policy Period**, there shall be an automatic extension of the coverage granted by this Policy for a period of two (2) years following the effective date of becoming a **Retiree**, but only for any **Wrongful Act** committed prior to the effective date of becoming a **Retiree**, and only if the **Insurer** is provided with written confirmation from the **Named Insured** specifying the date of becoming a **Retiree** within 30 days following the effective date of becoming a **Retiree**.
- (C) In the event of the **Named Insured's** death or **Disablement** during the **Policy Period**, there shall be an automatic extension of the coverage granted by this Policy for a period of two (2) years following the effective date of the **Named Insured's** death or **Disability**, but only for any **Wrongful Act** committed prior to the effective date of the **Named Insured's** death or **Disability**, and only if the **Insurer** is provided with written confirmation of the **Named Insured's** death or written proof from an independent medical doctor certifying that the **Named Insured** is **Disabled** within 30 days of such death or **Disablement**.
- (D) If the **Named Insured** ceases rendering **Professional Services** during the **Policy Period** due to the commencement of parental leave, there shall be an automatic extension of the coverage granted by this Policy for a period of 12 months following the effective date of parental leave, but only for any **Wrongful Act** committed prior to the effective date of parental leave, and only if the **Insurer** is provided with written confirmation from the **Named Insured** specifying the date of such parental leave within 10 days following the effective date of such parental leave.

If the **Named Insured**, having exercised the **Discovery Period**, resumes providing **Professional Services**, then this Policy shall not apply to any **Claim** reported during the **Discovery Period**.

The extension and the rights contained herein shall not be available in the event of termination resulting from non-payment of premium. The entire premium for the **Discovery Period** shall be fully earned at the inception of the **Discovery Period**. This extension, once effected, is not cancellable. The **Discovery Period**, if exercised, shall form part of the **Policy Period** and shall not increase the Limit of Liability of the **Insurer** for the **Policy Period**.

#### Spousal and Domestic Partner Liability

This Policy shall cover **Damages** and **Claim Expenses** arising from any **Claims** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or **Domestic Partner** of a **Named Insured** for all **Claims** arising solely out of his or her status as the spouse or **Domestic Partner** of such **Named Insured**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Named Insured** and the spouse or **Domestic Partner**, or property transferred from the **Named Insured** to the spouse or **Domestic Partner**: provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Named Insured** and shall be subject to the Policy's terms, conditions and exclusions.

### IV EXCLUSIONS

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This Policy does not apply to any **Claim**:



- (1) based upon, arising out of, or attributable to any **Wrongful Act** committed prior to the **First Inception Date** if, as of the **First Inception Date**, the **Insured** knew or ought reasonably to have foreseen that such **Wrongful Act** did or could result in a **Claim**;
- (2) based upon, arising out of, or attributable to any fact, circumstance or situation which has been the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
- (3) based upon, arising out of, or attributable to any **Wrongful Act** which occurred prior to the **Retroactive Date**;
- (4) based upon, arising out of, or attributable to: (a) any dishonest, fraudulent or criminal act, error or omission by any **Insured**; (b) any wilful violation by any **Insured** of any law, statute, ordinance, rule or regulation; or (c) any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled. However, this exclusion does not apply to:
  - (i) **Claim Expenses** incurred in defending **Claims** alleging the foregoing conduct until there is a judgment, final adjudication, adverse admission or finding of fact against the **Insured** as to such conduct at which time the **Insured** shall reimburse the **Insurer** for **Claim Expenses** incurred up to that date; or to
  - (ii) any **Insured** who was neither the author of, nor an accomplice to, the foregoing conduct;
- (5) for **Bodily Injury** or **Property Damage**. However, this exclusion does not apply to **Bodily Injury** in the event it is alleged the **Bodily Injury** was the result of a **Wrongful Act** committed solely by the **Insured** in the performance of **Professional Services**;
- (6) based upon, arising out of, or attributable to **Personal Injury**;
- (7) based upon, arising out of, or attributable to any express or implied warranty, guarantee, penalty clause, cost guarantee or cost estimate provided by the **Insured**, but this exclusion does not apply if the **Insured's** liability would have attached in the absence of such warranties, guarantees and penalty clauses;
- (8) based upon, arising out of, or attributable to estimates of profit, return on capital, economic return or other estimates giving rise to forecasts of economic return;
- (9) based upon, arising out of, or attributable to liability assumed by the **Insured** under any contract or agreement. However, this exclusion does not apply if the **Insured's** liability would have attached even in the absence of such contract or agreement;
- (10) which is brought by or at the behest of any other **Insured** unless such **Claim** arises out of **Professional Services** provided by the **Insured** to an **Employee** of the **Insured** in a professional/client relationship;
- (11) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Canada Pension Benefits Standards Act, R.S.C. 1985, c. 32 (2<sup>nd</sup> Supp.), the Ontario Pension Benefits Act, R.S.O. 1990, c. P.8, the Employee Retirement Income Security Act of 1974 of the United States of America and amendments thereto (or any regulations promulgated thereunder) or by similar provisions of any federal, provincial, territorial, state or local statutory, civil or common law;
- (12) based upon, arising out of, or attributable to **Abuse**, including the transmission of disease arising out of or as a result of **Abuse**;
- (13) based upon, arising out of, or attributable to war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, or insurrection;
- (14) based upon, arising out of, or attributable to **Terrorism** or due to any activity or decision of a government agency or other entity to prevent, respond to or terminate **Terrorism**;
- (15) based upon, arising out of, or attributable to any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear or radioactive material;
- (16) based upon, arising out of, or attributable to **Breach of Confidentiality**. However, this exclusion does not apply to the **Named Insured's** unintentional **Breach of Confidentiality** in connection with the provision of **Professional Services**; or
- (17) based upon, arising out of, or attributable to:

- (i) the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into, in or on real or personal property, water or the atmosphere; or
- (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.

## V LIMIT OF LIABILITY / DEDUCTIBLE

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- (A) Subject to subsection (D) of Section V, the Per **Claim** Limit of Liability stated in Item 5 of the Declarations is the maximum aggregate liability of the **Insurer** for **Damages** and **Claim Expenses** with respect to each **Claim** first made against the **Insured** during the **Policy Period**.

The Aggregate Limit of Liability stated in Item 5 of the Declarations is the maximum aggregate liability of the **Insurer** for **Damages** and **Claim Expenses** with respect to all **Claims** first made against the **Insured** during the **Policy Period**.

- (B) **Claim Expenses** are part of, and not in addition to, the **Insurer's** Limit of Liability, and the payment of **Claim Expenses** by the **Insurer** shall reduce, and may exhaust, such Limit of Liability.
- (C) All obligations of the **Insurer** arising from this Policy shall terminate if the applicable Limit of Liability set out in the Declarations has been exhausted by payment of **Damages** and/or **Claim Expenses** in the defence, settlement or satisfaction of any **Claim**, or aggregation of **Claims**, for which notice has been given during the **Policy Period**.
- (D) All **Claims** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to have been first made on the date the earliest of such **Claims** was first made against the **Insured**, regardless of whether such date was before or during the **Policy Period**.
- (E) The **Insurer** shall only be liable for the amount of **Damages**, including **Claim Expenses**, arising from a **Claim** which is in excess of the Deductible amount stated in Item 6 of the Declarations; provided, however, no Deductible shall apply to **Claim Expenses**. Such Deductible shall be borne by the **Insured** uninsured and at its own risk. A single Deductible amount shall apply to **Damages** and **Claim Expenses** arising from all **Claims** alleging the same **Wrongful Act** or **Interrelated Wrongful Acts**. The **Insurer** may advance the payment of such Deductible in order to facilitate the settlement or defence of a **Claim**, in which event, the **Insured** shall reimburse the **Insurer** for such amount within 10 days of receipt of the **Insurer's** statement in respect thereof.

## VI NOTICE OF CLAIM

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- (A) The **Insureds** shall, as a condition precedent to their rights under this Policy, give written notice to the **Insurer** of a **Claim** as soon as practicable after the **Named Insured** first becomes aware of such **Claim**, but in no event later than 60 days after expiration of the **Policy Period** or **Discovery Period**, if exercised, in which the **Claim** was first made.
- (B) If during the **Policy Period** or **Discovery Period**, if exercised, the **Insureds** become aware of any facts or circumstances which may reasonably be expected to give rise to a **Claim** and during such period give written notice to the **Insurer** of the facts or circumstances and the reasons for anticipating such a **Claim**, with full particulars as to dates, events, persons and entities involved, then any **Claim** which is subsequently made against the **Insureds** and reported to the **Insurer**, alleging, based upon, arising out of, or attributable to such facts or circumstances, or alleging any **Interrelated Wrongful Acts**, shall, for the purpose of this Policy, be treated as a **Claim** made during the **Policy Period** in which such notice was given.
- (C) Any notice shall be deemed to have been given and received on the day and at the time it is so received by the **Insurer** at the following address:

Specialty Insurance Solutions Claims Department  
Trisura Guarantee Insurance Company  
333 Bay Street, Suite 1610, Box 22  
Toronto, Ontario M5H 2R2

Fax: (416) 214-9597

Email: [claims@trisura.com](mailto:claims@trisura.com)

## VII GENERAL CONDITIONS

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- (A) **Policy Territory:** This Policy applies to **Wrongful Acts** committed by the **Insured** anywhere in the world, provided that suit is first brought against the **Insured** in Canada, its territories or possessions.
- (B) **Representations:** In granting coverage under this Policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this Policy, a copy of which is deemed attached hereto, as being true, accurate and complete. All such statements and representations are the basis of this Policy and are to be considered as incorporated into this Policy.
- (C) **Cooperation and Subrogation:** In the event of a **Claim**, the **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests, and will do nothing that may prejudice the **Insurer's** position or potential or actual rights of recovery. In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery against any person or organization to the extent of such payment and the **Insureds** shall execute all papers required and do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** effectively to bring suit in its or their name(s).

Any recovery (after payment of expenses incurred to obtain such recovery), whether effected by the **Insurer** or by the **Insured**, shall be applied first to the satisfaction of the **Insured's** loss which would otherwise have been paid but for the fact that it is in excess of the Limit of Liability stated in Item 5 of the Declarations, secondly, to the **Insurer** to reduce the **Loss** ultimately borne by the **Insurer** to what it would have been had the recovery preceded any payment of such **Loss** by the **Insurer**, and thirdly, to the **Insured** in satisfaction of the applicable Deductible stated in Item 6 of the Declarations.

The obligations of the **Insureds** under this subsection will survive the termination or expiry of this Policy.

- (D) **Audit:** The **Insurer** may examine and audit the **Named Insured's** books and records at any time during the **Policy Period** and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy.
- (E) **Bankruptcy:** The bankruptcy or insolvency of any **Insured** shall not relieve the **Insurer** of its obligations under this Policy.
- (F) **Termination of Policy:** This Policy shall terminate at the earliest of the following times:
- (i) upon receipt by the **Insurer** of a written notice of cancellation from the **Named Insured**;
  - (ii) upon expiration of the **Policy Period** as set forth in Item 4 of the Declarations of this Policy;
  - (iii) 60 days after receipt by the **Named Insured** of the **Insurer's** notice of cancellation;
  - (iv) 15 days after receipt by the **Named Insured** of the **Insurer's** notice of cancellation due to non-payment of premium; or
  - (v) at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.

If the Policy is terminated in accordance with item (i) above, the **Insurer** shall refund to the **Named Insured** the unearned premium computed at the customary short rate. If the Policy is terminated in accordance with items (iii) or (iv) above, the refund shall be computed pro rata.

Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

- (G) **Action Against Insurer:** No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms and conditions of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined: (a) by judgment against the **Insureds** after actual trial; or (b) by written agreement of the **Insureds**, the claimant and the **Insurer**.

No person or entity shall have any right under this Policy to join the **Insurer** as a party to any action against the **Insured** to determine the liability of the **Insured**, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives.

- (H) **Other Insurance:** This Policy shall apply only as excess over, and shall not contribute with, any other valid and collectible insurance available to any **Insured**, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy Number of this Policy. This Policy will not be subject to the terms of any other insurance.

- (I) **Valuation and Currency:** Except as otherwise provided in this Policy, all premiums, limits, Deductibles, **Damages**, **Claim Expenses** and any other amounts referred to in this Policy are expressed and payable in the currency of Canada. If judgment is rendered, settlement is agreed upon, **Claim Expenses** are incurred or another element of **Damages** under this Policy is incurred in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the rate of exchange set by the Bank of Canada on the date upon which the final judgment is entered, the amount of the settlement is agreed upon, **Claim Expenses** are incurred or the other element of **Damages** is due, respectively.
- (J) **Assignment:** This Policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**, which consent shall be in the sole and absolute discretion of the **Insurer**.
- (K) **Changes:** Notice to any agent, broker or representative or knowledge possessed by any agent, broker, representative or any other persons shall not effect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued by the **Insurer** to form a part of this Policy.
- (L) **Consent to Settlement:** The **Insurer** shall not settle any **Claim** without the prior written consent of the **Insured**. If however, the **Insured** refuses to consent to a settlement recommended by the **Insurer**, the **Insurer's** duty to defend shall then cease and the **Insured** shall thereafter, at the **Insured's** own expense, negotiate or defend such **Claim** independently of the **Insurer**, and the **Insurer's** liability shall be limited to the amount of **Damages** for which the **Claim** could have been settled, had such settlement been consented to and to the **Claim Expenses** incurred up to the time of the **Insured's** refusal.
- (M) **Notices:** All notices, other than Notice of Claim, shall be given in writing addressed to:

Specialty Insurance Solutions Department  
Trisura Guarantee Insurance Company  
333 Bay Street, Suite 1610, Box 22  
Toronto, Ontario M5H 2R2  
Fax: (416) 214-9597

#### VIII AUTHORIZATION CLAUSE

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It is agreed that the **Named Insured** shall act on behalf of all **Insureds** with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the negotiation, agreement to and acceptance of any endorsement to this Policy and the exercising or declining to exercise any right to a **Discovery Period**.

**IN WITNESS WHEREOF, THE INSURER HAS CAUSED THIS POLICY TO BE EXECUTED ON THE  
DECLARATIONS PAGE**



**CORONER'S INQUEST LEGAL EXPENSE EXTENSION**

Endorsement No.: 1

Effective Date Of Endorsement: January 1, 2021

Policy No.: NPL1001852

Issued To: Medical Laboratory Professionals' Association of Ontario

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In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall pay on behalf of the **Named Insured** all **Legal Expenses** incurred to defend themselves before a coroner's inquest or any similar inquest or commission as a result of a **Wrongful Act**. Notwithstanding the foregoing, there is no coverage provided by this endorsement when the **Named Insured** is acting as an expert witness before such coroner's inquest or similar inquest or commission.

It is further understood and agreed that, for the purpose of the coverage provided by this endorsement only, this Policy is amended as follows:

A. The following definitions are inserted in Section II of this Policy:


**Lawyer** means a natural person who is licensed to practice law within the territorial limits and jurisdiction of Canada.

**Legal Expenses** means all amounts payable by the **Insured** to a **Lawyer** for conference, counselling, investigation, preparation of documents and transcripts, and witness fees provided:

- (i) the **Insurer** consents to the hourly rate charged by the **Lawyer** prior to any such **Legal Expenses** being incurred, such consent not to be unreasonably withheld; and
- (ii) such amounts have been charged by, and are directly payable to, said **Lawyer**.

B. The Limit of Liability of the **Insurer** under this endorsement shall be \$50,000.00 per **Named Insured** each **Policy Period**, which shall be part of, and not in addition to, the Limit of Liability shown in Item 5. of the Declarations, and subject to a Deductible of \$0.00.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative



**COUNSELLING EXPENSES COVERAGE EXTENSION**

Endorsement No.: 2

Effective Date Of Endorsement: January 1, 2021

Policy No.: NPL1001852

Issued To: Medical Laboratory Professionals' Association of Ontario

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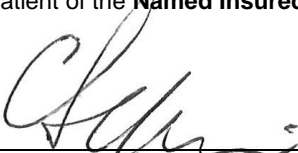
In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** agrees to reimburse an **Eligible Person** for **Counselling Expenses** incurred arising out of sexual abuse by the **Named Insured** if the **Named Insured** has been found to be at fault under the rules and regulations set forth in section 85.7 of the Regulated Health Professions Act, 1991, provided such **Counselling Expenses** are reported to the **Insurer** during the **Policy Period**.

The Limit of Liability under this endorsement shall be \$10,000.00 per **Eligible Person**, which shall be in addition to the Limit of Liability shown in Item 5. of the Declarations, and is subject to a Deductible of \$0.00. The Deductible shall be borne by the **Named Insured**.

The term **Counselling Expenses** as used in this endorsement means amounts payable by an **Eligible Person** to a therapist selected by the **Eligible Person**, provided such amounts have been charged by, and are directly payable to, said therapist. **Counselling Expenses** shall not include amounts paid by the Ontario Health Insurance Plan or a private insurance company to said therapist.

The term **Eligible Person** as used in this endorsement means an individual for whom it has been determined under the rules and regulations set forth in section 85.7 of the Regulated Health Professions Act, 1991 to have suffered sexual abuse committed by the **Named Insured** while a patient of the **Named Insured**.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative



**PROFESSIONAL CONDUCT LEGAL EXPENSES EXTENSION (LIMITS INCLUSIVE)**

Endorsement No.: 3

Effective Date Of Endorsement: January 1, 2021

Policy No.: NPL1001852

Issued To: Medical Laboratory Professionals' Association of Ontario

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In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall pay on behalf of the **Named Insured** all **Legal Expenses** incurred to defend themselves against any **Professional Conduct Claim** first made against them, and reported to the **Insurer**, during the **Policy Period** for any **Wrongful Act**.

It is further understood and agreed that, for the purpose of the coverage provided by this endorsement only, this Policy is amended as follows:

A. The following definitions are inserted in Section II of this Policy:

**Lawyer** means a natural person who is licensed to practice law within the territorial limits and jurisdiction of Canada.

**Legal Expenses** means all amounts payable by the **Insured** to a **Lawyer** for conference, counselling, investigation, preparation of documents and transcripts, and witness fees provided:

- (i) the **Insurer** consents to the hourly rate charged by the **Lawyer** prior to any such **Legal Expenses** being incurred, such consent not to be unreasonably withheld; and
- (ii) such amounts have been charged by, and are directly payable to, said **Lawyer**.

**Legal Expenses** shall not include expenses incurred by others and assessed against the **Named Insured** during or as a result of a **Professional Conduct Claim**.

**Professional Conduct Claim** means any:

- (i) notice of complaint;
- (i) investigative order; or
- (ii) disciplinary proceeding,

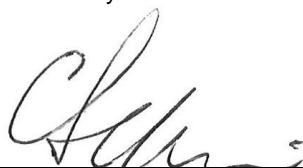
commenced by a Canadian professional corporation or association, as defined by federal, provincial or territorial legislation which regulates the profession practiced by such **Named Insured**, against any **Named Insured**, to determine whether the **Named Insured** has contravened, or otherwise failed to meet the regulations, guidelines, standards, and/or code of conduct established by said Canadian regulatory body. A **Professional Conduct Claim** shall be deemed to have been first made at the earliest date upon which written notice thereof, or a copy of the **Professional Conduct Claim**, was personally received by any **Insured** by any means including personal delivery, facsimile transmission or email.

B. The Limit of Liability of the **Insurer** under this endorsement shall be as follows:

- (i) \$100,000.00 per **Named Insured**, per **Professional Conduct Claim**; subject to
- (ii) \$100,000.00 per **Named Insured** with respect to all **Professional Conduct Claims** first made each **Policy Period**,

which shall be part of, and not in addition to, the Limit of Liability shown in Item 5. of the Declarations, and subject to a Deductible of \$0.00.

All other terms and conditions remain unchanged.

  
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Authorized Representative





**CRIMINAL PROCEEDINGS EXPENSE REIMBURSEMENT EXTENSION**

Endorsement No.: 4

Effective Date Of Endorsement: January 1, 2021

Policy No.: NPL1001852

Issued To: Medical Laboratory Professionals' Association of Ontario

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In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** agrees to reimburse the **Named Insured** for all **Legal Expenses** which they have reasonably incurred to defend themselves against any **Action** first made against them, and reported to the **Insurer**, during the **Policy Period** for any **Wrongful Act**, if the **Named Insured** is **Fully Successful**.

It is further understood and agreed that, for the purpose of the coverage provided by this endorsement only, this Policy is amended as follows:

A. The following definitions are inserted in Section II of this Policy:

**Action** means a criminal proceeding commenced by the issuance of a notice of action, statement of claim, writ of summons, complaint or similar proceeding against any **Named Insured**, provided such criminal proceeding is commenced within the territorial limits and jurisdiction of Canada.

**Fully Successful** means acquittal, the return of a "not guilty" verdict, or the withdrawal of the charges.

**Lawyer** means a natural person who is licensed to practice law within the territorial limits and jurisdiction of Canada.

**Legal Expenses** means all amounts payable by the **Named Insured** to a **Lawyer** for conference, counselling, investigation, preparation of documents and transcripts, and witness fees provided:

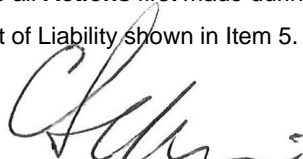
- (i) the **Insurer** consents to the hourly rate charged by the **Lawyer** prior to any such **Legal Expenses** being incurred, such consent not to be unreasonably withheld; and
- (ii) such amounts have been charged by, and are directly payable to, said **Lawyer**.

B. The Limit of Liability of the **Insurer** under this endorsement shall be as follows:

- (i) \$100,000.00 per **Named Insured**, per **Action**; subject to
- (ii) \$100,000.00 per **Named Insured** with respect to all **Actions** first made during the **Policy Period**,

which shall be part of, and not in addition to, the Limit of Liability shown in Item 5. of the Declarations, and subject to a Deductible of \$0.00.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative



**LIBEL & SLANDER EXTENSION**

Endorsement No.: 5  
Policy No.: NPL1001852

Effective Date Of Endorsement: January 1, 2021

Issued To: Medical Laboratory Professionals' Association of Ontario

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In consideration of the premium charged, it is hereby understood and agreed that Exclusion (6) contain in Section IV EXCLUSIONS of this Policy is deleted and replaced by:

(6) based upon, arising out of, or attributable to **Personal Injury**. However, this exclusion does not apply to the publication or utterance of libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative



**PRIVACY AND SECURITY BREACH EXPENSE COVERAGE**

Endorsement No.: 6 Effective Date Of Endorsement: January 1, 2021
Policy No.: NPL1001852
Issued To: Medical Laboratory Professionals' Association of Ontario

IN CONSIDERATION OF the payment of the premium, and subject to the Declarations and all the terms, conditions and limitations of this Policy and this endorsement, the Insurer agrees as follows:

I SCHEDULE OF LIMITS AND DEDUCTIBLE

(A) Insuring Agreements Specific Limit of Liability:

(such amounts are part of, and not in addition to, the Endorsement Limit of Liability)

Coverage A:

Privacy Breach Consulting Services Unlimited Aggregate Limit of Liability each Policy Period

Coverage B:

Regulatory Research and Compliance Expense \$per individual certificate Aggregate Limit of Liability each Policy Period

Coverage C:

Forensic Investigation Expense \$per individual certificate Aggregate Limit of Liability each Policy Period

Coverage D:

Notification Expense Reimbursement \$per individual certificate Aggregate Limit of Liability each Policy Period

Coverage E:

Notification Recipient Services \$per individual certificate Aggregate Limit of Liability each Policy Period

Endorsement Limit of Liability: \$per individual certificate Aggregate Limit of Liability each Policy Period (for Insuring Agreements B, C, D and E combined)

(B) Deductible

(A) Coverage A: \$0.00 each Privacy Breach
(B) Coverages B, C, D and E: \$per individual certificate each Privacy Breach

II INSURING AGREEMENTS

The Insurer will provide the following services and expense coverages as described below, if the Insured has a Privacy Breach that is:

- (i) discovered by the Insured during the Policy Period; and
(ii) reported to the Insurer as soon as possible and no later than 30 days from the Insured's discovery of the Privacy Breach.

COVERAGE A: PRIVACY BREACH CONSULTING SERVICES

The Insurer shall pay on behalf of the Insured all Expenses, up to the Privacy Breach Consulting Services Limit of Liability stated in Section I, incurred in the provision of the following consulting services by a Service Provider for a covered Privacy Breach:

- (i) evaluation of Privacy Breach situation, assessment of privacy, regulatory and legal impacts and recommendation of best practice approach for notification and remediation;
(ii) provision of generic notification letter template to provide assistance in drafting an incident specific notification letter;
(iii) provision of generic FAQ template to be completed by the Insured following a Privacy Breach; and

- (iv) assistance with media relations when required by applicable **Data Protection Authorities** or due to the size and scope of the **Privacy Breach**.

#### **COVERAGE B: REGULATORY RESEARCH AND COMPLIANCE EXPENSE**

The **Insurer** shall pay on behalf of the **Insured** all **Legal Expenses**, up to the Regulatory Research and Compliance Expense Limit of Liability stated in Section I, incurred from a covered **Privacy Breach**, to consult a lawyer to provide the **Insured** with:

- (i) analysis of applicable notification requirements pursuant to provincial and/or federal notification requirements or recommendations of any provincial or federal **Data Protection Authorities**;
- (ii) review and sign off of compliance with applicable provincial and/or federal notification requirements or recommendations of any provincial or federal **Data Protection Authorities**; or
- (iii) an overall process of handling the **Privacy Breach** that complies with applicable provincial and/or federal notification requirements or recommendations of any provincial or federal **Data Protection Authorities**.

#### **COVERAGE C: FORENSIC INVESTIGATION EXPENSE**

The **Insurer** shall pay on behalf of the **Insured** all **Forensic Investigation Expenses**, up to the Forensic Investigation Expense Limit of Liability stated in Section I, associated with the necessary technology and / or security forensic investigations of a covered **Privacy Breach**. Coverage shall be available for, and limited to, the investigation into the technology related aspects of the **Privacy Breach** to determine the nature, cause, scope and specific **Data Subjects** impacted by the **Privacy Breach**, including, when necessary, the analysis of:

- (i) networks;
- (ii) servers;
- (iii) terminals;
- (iv) hard drives; and
- (v) other technology.

#### **COVERAGE D: NOTIFICATION EXPENSE REIMBURSEMENT**

The **Insurer** shall reimburse the **Insured**, up to the Notification Expense Reimbursement Limit of Liability stated in Section I, for all **Expenses** incurred by the **Insured** following a covered **Privacy Breach** for the preparation, printing, mailing, postage and delivery of notification letters sent by a **Service Provider** to **Notification Recipients** via postal service if:

- (i) the situation dictates notification via hard copy letter;
- (ii) a **Data Protection Authority** requires hard copy letter notification; or
- (iii) hard copy letter notification is the most effective method of notification to affected **Data Subjects**, subject to the **Insurer's** prior written consent.

#### **COVERAGE E: NOTIFICATION RECIPIENT SERVICES**

The **Insurer** shall pay on behalf of the **Insured** all **Expenses**, up to the Notification Recipient Services Limit of Liability stated in Section I, incurred in the provision of the following services by a **Service Provider** for a covered **Privacy Breach** to all **Notification Recipients**:

- (i) a toll free telephone number (Crisis Response Line) for **Notification Recipients** to call to address issues, questions or concerns regarding the **Privacy Breach**. This includes the assignment of a live, personal **Fraud Specialist** to provide all necessary services and information on a one on one basis;
- (ii) assistance with ordering free credit reports for evaluation and review of any suspected or actual fraudulent activity; and
- (iii) **Identity Fraud Remediation Services** provided to notification recipients in cases of **Identity Fraud** or **Account Takeover**.

### **III DEFINITIONS**

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Whenever appearing in this endorsement, words and phrases appearing in **bold type** shall have the meanings set forth in this Privacy and Security Breach Expense Coverage endorsement. These Definitions apply to the singular and the plural of these terms as circumstances and context require.

**Account Takeover** means the unauthorized use of a natural person's account as a result of a **Privacy Breach**.

**Corporation** means the **Parent Corporation** and any **Subsidiary**.

**Data** means **Private Information** and/or the **Personal Health Information** of a **Data Subject**.

**Data Protection Authority** means any Canadian federal or provincial government agency responsible for oversight and application of applicable privacy, data protection and privacy breach laws and regulations or similar federal or state government agency of the United States of America.

**Data Subject** means any natural person who is the subject of **Private Information** and/or **Personal Health Information** collected, stored or processed by the **Insured** in the course of everyday business.

**Expenses** means all reasonable and necessary costs, charges, fees (but not including legal fees) and expenses incurred, whether paid by the **Insurer** or by the **Insured** with the **Insurer's** prior written consent. **Expenses** does not include loss of earnings or salaries or other compensation paid by the **Insured**.

**Forensic Investigation Expenses** means all reasonable and necessary costs, charges, fees (but not including legal fees) and expenses incurred, whether paid by the **Insurer** or by the **Insured** with the **Insurer's** prior written consent. **Forensic Investigation Expenses** does not:

- (i) include loss of earnings or salaries or other compensation paid by the **Insured**; or
- (ii) cover the repair or remediation of the underlying cause of the **Privacy Breach**.

**Fraud Specialist** means an expert retained by the **Insurer** on behalf of the **Insured** to assist **Notification Recipients** in resolving the fraudulent use, or suspected fraudulent use, of **Personal Information** and to restore it to pre-incident status. This assistance may include assistance in contacting credit reporting agencies, credit grantors, collection agencies, and governmental agencies or other activities needed to fully restore the identity of the individual.

**Identity Fraud** means the actual deceptive use of the **Personal Information** of a natural person (living or dead) in connection with the perpetration of a fraud including, but not limited to, impersonating another and the creation of fraudulent credit accounts.

**Identity Fraud Remediation Services** means services provided by a **Fraud Specialist** to resolve the fraudulent use, or suspected fraudulent use of **Personal Information** and/or **Personal Health information** and to restore said **Personal Information** and/or **Personal Health information** to pre-incident status.

**Insured** means the **Corporation**.

**Insurer** means Trisura Guarantee Insurance Company.

**Legal Expenses** means all reasonable and necessary costs, charges, fees, and expenses incurred, whether paid by the **Insurer** or by the **Insured** with the **Insurer's** prior written consent, to consult a lawyer. **Legal Expenses** does not:

- (i) include loss of earnings or salaries or other compensation paid by the **Insured**; or
- (ii) cover costs incurred in the defence of the **Insured** against any claim made by a third party.

**Malicious Code** means a worm, virus, Trojan, BOT or other piece of computer code, software, spyware or malware that is used to illicitly collect, destroy, alter, retrieve or affect computer software and/or **Data** on a computer system, network, storage device, PDA or other peripheral device; and on the date the **Privacy Breach** occurred, is named and recognized by the CERT Coordination Centre, or any industry acceptable third party antivirus, anti-malware or other solution that monitors malicious code activity.

**Management Control** means:

- (i) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the board of directors or equivalent governing body of a corporation; the management committee members of a joint venture or partnership; or the members of the management board of a limited liability company; or
- (ii) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Corporation**, to elect, appoint or designate a majority of: the board of directors or equivalent governing body of a corporation; the management committee of a joint venture or partnership; or the management board of a limited liability company.

**Notification Recipient** means a **Data Subject** who is, or is to be, notified by the **Insured** that **Private Information** and/or **Personal Health Information** is exposed or potentially exposed to an unauthorized third party or multiple third parties through a **Privacy Breach** that is experienced by the **Insured** or a third party for whom the **Insured** is responsible, including but not limited to vendors, auditors, and/or other third parties with whom the **Insured** shares **Data** in the course of doing business.

**Parent Corporation** means the entity named in Item 1 of the Declarations.

**Personal Health Information** or "**PHI**" means the following definition as provided by the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5, and with respect to any natural person, whether living or deceased, means:

- (i) information concerning the physical or mental health of the individual;
- (ii) information concerning any health service provided to the individual;
- (iii) information concerning the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual;
- (iv) information that is collected in the course of providing health services to the individual; or
- (v) information that is collected incidentally to the provision of health services to the individual.

However, **Personal Health Information** also includes any applicable expansions or refinements of the above definition based on applicable provincial laws and/or regulations.

**Policy Period** means the period of time from the effective date of this endorsement to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancellation of this Policy.

**Privacy Breach** means the loss, theft, or accidental release of **Data** involving one or more **Data Subjects**.

**Private Information, Personal Information** or "**PI**" means any piece of information, which can potentially be used to uniquely identify an individual and could be used to facilitate **Identity Fraud**. This information may include, but is not limited to the following subcategories:

- (i) identification and contact information;
- (ii) government issued identification numbers; or
- (iii) financial information.

**Service Provider** means a vendor selected by the **Insurer**.

**Subsidiary** means any entity in which the **Parent Corporation** has or had **Management Control**, either directly or indirectly through one or more other **Subsidiaries**:

- (i) on or before the inception date of this Policy;
- (ii) after the inception date of this Policy by reason of being created or acquired by the **Parent Corporation** after such date, and whose assets do not exceed 25% of the consolidated assets of the **Corporation** as of the inception date of this Policy; or
- (iii) after the inception date of this Policy by reason of being created or acquired by the **Parent Corporation** after such date, and whose assets exceed 25% of the consolidated assets of the **Corporation** as of the inception date of this Policy, but only: (i) for a period of 90 days from the date upon which it became a **Subsidiary**; or (ii) until the end of the **Policy Period**; whichever occurs first (referred to as the Auto-Subsidiary Period).

The **Insurer** shall extend coverage to any **Subsidiary** described in (iii) above beyond its respective Auto-Subsidiary Period if during such Auto-Subsidiary Period:

- (i) written notice of the acquisition or creation of such **Subsidiary** is given to the **Insurer** by the **Parent Corporation**;
- (ii) the **Parent Corporation** provides the **Insurer** with such information in connection therewith as the **Insurer** may deem necessary;
- (iii) the **Parent Corporation** accepts any special terms, conditions, exclusions or additional premium charge as may be required by the **Insurer**; and
- (iv) the **Insurer**, at its sole discretion, agrees to provide such coverage and confirms such agreement in writing.

An entity becomes a **Subsidiary** when the **Parent Corporation** acquires **Management Control** of such **Subsidiary**, either directly or indirectly through one or more other **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Parent Corporation** ceases to have **Management Control** of such **Subsidiary**, either directly or indirectly through one or more other **Subsidiaries**.

In all events, coverage as is afforded under this endorsement shall only apply to a **Privacy Breach** occurring after the effective date upon which the **Parent Corporation** acquired **Management Control** of such **Subsidiary** and prior to the date upon which the **Parent Corporation** ceased to have **Management Control** of such **Subsidiary**.

#### IV EXCLUSIONS

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The **Insurer** will not provide coverage to the **Insured**:

- (1) for any costs or expenses based upon, arising out of, or attributable to the **Insured's**, or any of the **Insured's** partners, directors, trustees or employees whether acting alone or in collusion with others, intentional involvement in a **Privacy Breach**;
- (2) for a **Privacy Breach** based upon, arising out of, or attributable to any fraudulent, deceptive or criminal activity, error or omission, or any deliberate, reckless or knowing violation of the law by the **Insured**, any of the **Insured's** partners, directors, trustees or employees whether acting alone or in collusion with others, or whether occurring during or outside of the hours of employment;
- (3) for any costs or expenses based upon, arising out of, or attributable to the intentional or reckless disregard for the handling, treatment, transfer and security of **Personal Information** and/or **Personal Health Information** in the **Insured's** possession, control or custody;
- (4) for any costs or expenses to investigate or remedy any deficiency, except as specifically provided under Section II. This includes, but is not limited to, any deficiency in the **Insured's** employee management, vendor management, internal systems, procedures, computer network/system firewall, computer network/system antivirus or physical security that may have contributed to a **Privacy Breach**;
- (5) for any costs or expenses arising out of criminal investigations or proceedings;
- (6) for any costs or expenses based upon, arising out of, or attributable to any **Privacy Breach** that results in the loss of **Data** due to **Malicious Code**, if the failure to detect that code was due to any failure to install or properly implement any:
  - (i) applications;
  - (ii) software;
  - (iii) firewall(s);
  - (iv) anti-virus;
  - (v) anti-spyware;
  - (vi) software or system patches or updates; or
  - (vii) any other reasonable precautions.
- (7) for any charges, penalties, fines or fees imposed by any financial institution, provincial or federal **Data Protection Authorities**, courts of law, or any other entity;
- (8) for any costs or expenses based upon, arising out of, or attributable to the **Insured's** knowledge of any **Privacy Breach** occurring prior to the inception date of this endorsement;
- (9) for any costs or expenses incurred as a result of any third party liability claim and/or for any related defence costs;
- (10) for any costs or expenses based upon, arising out of, or attributable to any threat, extortion or blackmail including, but not limited to, ransom payments and private security assistance;
- (11) for a **Privacy Breach** involving the **PI** or **PHI** of **Data Subjects** who are not Canadian residents with a valid social insurance number or residents of the United States of America with a valid social security number;
- (12) for any costs or expenses based upon, arising out of, or attributable to the **Insured's** failure to cooperate with and provide full disclosure of the circumstances surrounding the **Privacy Breach** to the **Insurer**, applicable federal, provincial, territorial, or state regulators, law enforcement personnel, or any **Service Provider**;
- (13) for any other costs or expenses not provided for under Section II; or



(14) for any costs or expenses based upon, arising out of, or attributable to liability assumed by the **Insured** under any contract or agreement.

## V LIMITS OF LIABILITY

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- (A) The Endorsement Aggregate Limit of Liability stated in Section I of this endorsement is the maximum aggregate liability of the **Insurer** with respect to all covered **Privacy Breaches** under Insuring Agreements B, C, D and E discovered in each **Policy Period**.
- (B) The Insuring Agreements Specific Limit of Liability stated in Section I of this endorsement is the maximum aggregate liability of the **Insurer** under each Insuring Agreement with respect to all covered **Privacy Breaches**, which amounts shall be part of, and not in addition to, the Endorsement Aggregate Limit of Liability.

## VI DEDUCTIBLE

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The deductible indicated in the Section I (B) applies to all coverages under this endorsement. The deductible applies to each **Privacy Breach** reported during the **Policy Period** and shall be borne by the **Insured** uninsured and at its own risk.

## VII NOTICE OF CLAIM

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- (A) The **Insured** shall, as a condition precedent to its rights under this endorsement, give written notice to the **Insurer** of a **Privacy Breach** within 30 days from the **Insured's** discovery of such **Privacy Breach**.
- (B) Any notice shall be deemed to have been given and received on the day and at the time it is received by the **Insurer** at the following address:

Corporate Risk Claims Department  
Trisura Guarantee Insurance Company  
333 Bay Street, Suite 1610, Box 22  
Toronto, ON M5H 2R2  
Fax: (416) 214-9597  
Email: [claims@trisura.com](mailto:claims@trisura.com)

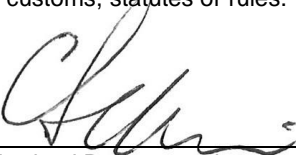
## VIII GENERAL CONDITIONS

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- (A) The **Insured** agrees to use due care to prevent a **Privacy Breach**. This includes, but is not limited to, adherence to industry standards for the protection of **Data** from a **Privacy Breach**.
- (B) The **Insured** agrees to consult with a **Service Provider** and the **Insurer** before issuing any communication to **Notification Recipients**. Any communication or services promised to **Notification Recipients** prior to a consultation will not be covered.
- (C) The **Insured** must cooperate with and provide full disclosure of the circumstances surrounding the **Privacy Breach** to the **Insurer**, applicable federal, provincial, territorial, or state regulators, law enforcement personnel, or **Service Provider**.
- (D) Upon discovery of a **Privacy Breach**, the **Insured** must make reasonable efforts to secure and protect the remaining **Data** still in the **Insured's** control.
- (E) The **Insurer** will pay for services associated with Section II only if they are provided through a **Service Provider**. Approval for an alternate **Service Provider** must be obtained prior to the consultation process. The **Insurer** will only pay reasonable and customary charges associated with services covered under this endorsement provided by the alternate **Service Provider**.
- (F) The **Insurer** cannot, and does not, guarantee that after the **Service Provider** has provided the applicable services the problems associated with the covered **Privacy Breach** will be eliminated.

(G) Services provided by the **Service Provider** to **Notification Recipients** may vary based on individual circumstances and location due to adherence to local customs, statutes or rules.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**NETWORK SECURITY AND PRIVACY LIABILITY COVERAGE EXTENSION**

Endorsement No.: 7

Effective Date Of Endorsement: January 1, 2021

Policy No.: NPL1001852

Issued To: Medical Laboratory Professionals' Association of Ontario

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall pay on behalf of the **Insured** any **Damages** and **Claim Expenses**, in excess of the Deductible, that the **Insured** is legally obligated to pay on account of any covered **Claim** first made against the **Insured** during the **Policy Period** or **Discovery Period**, if exercised, and reported to the **Insurer** pursuant to the terms of this Policy for:

- (i) a **Network Security Wrongful Act**; or
- (ii) a **Privacy Wrongful Act**,

first committed or allegedly committed on or after the **Retroactive Date** and prior to the expiration of the **Policy Period**.

It is further understood and agreed that, for the purpose of the coverage provided by this endorsement only, this Policy is amended as follows:

A. The following definitions are inserted in Section II of this Policy:

**Breach Notification Law** means any federal, provincial, territorial, state or local statutory law, common law or civil law, rule, regulation, requirement or governmental guideline requiring, mandating or recommending, as best practice, notice to individuals where **Personally Identifiable Information** of such individuals has been accessed, or the **Corporation** reasonably believes **Personally Identifiable Information** of such individuals has been accessed, by an unauthorized person in an unauthorized manner, or the **Corporation** has otherwise failed to protect such information.

**Corporation's Operating System** means a computer and its hardware, software, network, application, terminal device, data storage devices, input and output device and back up facility by which **Electronic Data** is electronically collected, stored, transmitted and processed, that are operated and owned by, or licensed to, the **Corporation** or operated on behalf of the **Corporation** by a third party pursuant to a written contract.

**Corporation's Website** means a website that is operated and owned by, or licensed to, the **Corporation** or operated on behalf of the **Corporation** by a third party pursuant to a written contract.

**Denial of Service Attack** means any unauthorized attack directed at the **Corporation's Operating System** or the **Corporation's Website** that successfully corrupts, damages, destroys, deletes or impairs the **Corporation's Operating System** or the **Corporation's Website**.

**Electronic Data** means any data, including **Personally Identifiable Information** and confidential and proprietary marketing, financial and other information that exists on the **Corporation's Operating System**. **Electronic Data** does not include any funds, currency, securities or other financial, debt, credit, bond or equity instruments including bitcoin or any such similar digital currency.

**Identity Fraud** means the actual deceptive use of the **Personally Identifiable Information** of a natural person (living or dead) in connection with the perpetration of a fraud including, but not limited to, impersonating another and the creation of fraudulent credit accounts.

**Malicious Code** means any unauthorized computer virus, contaminant, worm, trojan horse, logic bomb or other similar application, program, software, code or script that successfully corrupts, damages, destroys, deletes or impairs the **Corporation's Operating System**.

**Network Security Event** means the failure of the **Security System** to properly protect the **Corporation's Operating System** or the **Corporation's Website**, where such failure directly results in:

- (i) an **Unauthorized Access** that directly results in:

- (a) the inability of a third party, who is so authorized, to gain access to the **Corporation's Operating System**;
- (b) the unauthorized taking, obtaining, use or disclosure of:
  - (A) **Personally Identifiable Information** from the **Corporations' Operating System**; or
  - (B) confidential and proprietary corporate information of a customer or client of the **Corporation** from the **Corporation's Operating System** where such corporate information is stored on the **Corporation's Operating System** pursuant to a written contract or agreement between the **Corporation** and such customer or client; or
- (c) the corrupting, damaging, destroying, deleting or impairing from the **Corporation's Operating System**, of **Electronic Data** of a customer or client of the **Corporation** and that is in the care, custody or control of the **Corporation**;
- (ii) a **Denial of Service Attack** that directly results in the inability of a third party, who is so authorized, from gaining access to the **Corporation's Operating System** or the **Corporation's Website**; or
- (iii) the transmission of **Malicious Code** from the **Corporation's Operating System** to a third party's computer system.

**Network Security Wrongful Act** means any actual or alleged act, error or omission, or series of acts, errors or omissions, by the **Insured** that directly results in a **Network Security Event**.

**Personal Health Information** means medical or health care information concerning an individual including "personal health information" as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 ("PIPEDA"), the Ontario Personal Health Information Protection Act, 2004, S.O. 2004, c.3, or similar federal, provincial, territorial, or foreign law.

**Personally Identifiable Information** means any piece of information which is not lawfully available to the general public and can potentially be used to uniquely identify an individual, including but not limited to information that could be used to facilitate **Identity Fraud**. This information may include, but is not limited to the following:

- (i) **Personal Health Information**;
- (ii) "personal information" as defined in PIPEDA;
- (ii) identification and contact information;
- (iii) government issued identification numbers, including social insurance, social security, driver's licence, or other federal, provincial, territorial or foreign identification number; or
- (iv) financial information, including credit, debit or other financial account numbers, their related security and access codes, passwords or pin numbers that provide access to the natural person's financial account information.

**Privacy Policy** means the **Corporation's** policies, practices and procedures, in written or electronic form, established with respect to the use, disclosure or protection of **Personally Identifiable Information**.

**Privacy Wrongful Act** means any actual or alleged act, error or omission or series of acts, errors or omissions, by the **Insured**, or by a third party for whose acts, errors or omissions the **Corporation** is legally liable, that directly results in:

- (i) unauthorized taking or use or the disclosure of:
  - (a) **Personally Identifiable Information** that is in the care, custody or control of the **Corporation** or a third party who has been delegated care, custody or control of such **Personally Identifiable Information** by the **Corporation** and for whose acts, errors or omissions the **Corporation** is legally liable; or
  - (b) any corporate information in any format provided by a customer or client of the **Corporation**:
    - (A) that is in the care, custody or control of the **Corporation**; or
    - (B) that is in the care, custody or control of a third party who has been delegated care, custody or control of such corporate information by the **Corporation** and for whose acts, errors or omissions the **Corporation** is legally liable,

provided such corporate information is specifically identified as confidential and protected under a written non-disclosure agreement or similar contract or agreement between the **Corporation** and such customer or client;

- (ii) the **Corporation's** failure to timely disclose an unauthorized taking, use or disclosure of **Personally Identifiable Information** that is in the care, custody or control of:

- (a) the **Corporation**; or
- (b) a third party who has been delegated care, custody or control of such **Personally Identifiable Information** by the **Corporation**, and for whose acts, error or omissions the **Corporation** is legally liable,

in violation of any **Breach Notification Law**; or

- (iii) a violation by the **Insured** of its **Privacy Policy**.

**Security System** means network, hardware and software devices, including antivirus and intrusion detection software, firewalls and electronic systems that control access by means of passwords or other similar identification methods and that are operated and installed on the **Corporation's Operating System** or the **Corporation's Website** to prevent an **Unauthorized Access**, the transmission of **Malicious Code** or a **Denial of Service Attack** to the **Corporation's Operating System** or the **Corporation's Website**.

**Unauthorized Access** means the use of or access to the **Corporation's Operating System** by a natural person unauthorized by the **Corporation** to do so or the authorized use of or access to the **Corporation's Operating System** by a natural person in a manner not authorized by the **Corporation**.

- B. The following replaces the definition of **Wrongful Act** in Section II of this Policy:

**Wrongful Act** means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed in the performance of **Professional Services** for others by the **Insured**, for the **Insured** or on behalf of the **Insured**, but in no event shall coverage extend to any party other than the **Insured**. **Wrongful Act** shall include a **Network Security Wrongful Act** and a **Privacy Wrongful Act** for coverage provided by this endorsement only.

- C. The following replaces paragraph (6) of Section IV of this Policy:

- (6) based upon, arising out of, or attributable to **Personal Injury**. However, this exclusion shall not apply to any **Claim** for invasion, infringement or interference with the rights of privacy with respect to any **Network Security Wrongful Act** or **Privacy Wrongful Act**.

- D. This Policy does not apply to any **Claim**:

- (i) that is based upon, arising out of, or attributable to any actual or alleged:

- (a) gathering, collecting, acquiring, using, obtaining or taking of any information of any type, nature or kind, including but not limited to **Personally Identifiable Information**, by means of any electronic spider, spy bots, web cookies, spyware, wiretapping, bugging, videoing, radio frequency identification tabs or other similar means;
- (b) unlawful or unauthorized gathering, collecting, acquiring, using, obtaining, tracking or taking of any information of any type, nature or kind, including but not limited to **Personally Identifiable Information**, which occurs as a result of the **Corporation's** usual business policies and/or practices;
- (c) distribution, transmission or dissemination of unsolicited facsimile, wireless or telephone communication, electronic mail, direct mail, voice mail or telemarketing, including but not limited to do-not-call laws or regulations and the Canadian Anti-Spam Legislation, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 of the United States of America and amendments thereto (or any regulations promulgated thereunder) or by similar provisions of any federal, provincial, territorial, state or local statutory, civil or common law;
- (d) failure to comply with any local, state, federal or foreign act, statute rule, regulation, requirement, ordinance requiring that individuals be provided with the ability to assent, consent to or opt-in or withhold or withdraw assent to, consent to or opt-out from the gathering, collecting, acquiring, using, obtaining or taking of any information of any type, nature or kind, including but not limited to **Personally Identifiable Information**,

by, for, on behalf of or in the name or right of any **Insured**;

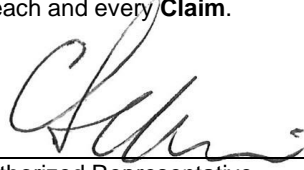
- (ii) that is based upon, arising out of, or attributable to:

- (a) any gradual deterioration, wear or tear, malfunction, mechanical failure or defect of any computer, computer component (including but not limited to any hardware, network, terminal device, data storage devices, input and output device or back up facility), application, program, software, code, script or data of any type, nature or kind, including but not limited to any **Electronic Data**;

- (b) any electrical or satellite power interruption, surge, brownout, blackout or other failure, including but not limited to any failure, malfunction or defect of telephone, telecommunications, wireless communications or data transmission lines, equipment, facilities, infrastructure, systems or services. However, this exclusion (ii)(b) does not apply to any failure where the infrastructure responsible for such failure was under the **Corporation's** operational control at the time of such failure; or
- (c) any changes in temperature or humidity, exposure to light, insects or vermin, seepage, condensation, dampness, dry rot, mildew, mould, spoilage or decay;

E. The Limit of Liability of the **Insurer** under this endorsement shall be \$per individual certificate each **Policy Period**, which shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations and subject to a Deductible of \$per individual certificate each and every **Claim**.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative



**STATUTORY CONDITIONS ENDORSEMENT (ALBERTA, BRITISH COLUMBIA, MANITOBA AND SASKATCHEWAN)**

Endorsement No.: 8

Effective Date Of Endorsement: January 1, 2021

Policy No.: NPL1001852

Issued To: Medical Laboratory Professionals' Association of Ontario

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In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended by adding the following:

The Insurance Act of Alberta, British Columbia, Manitoba and Saskatchewan requires that the following Statutory Conditions be printed on this contract. The conditions set out in this section are deemed to be part of every contract in force in Alberta, British Columbia, Manitoba and Saskatchewan. Statutory Conditions 1 and 6 to 13 apply only to contracts that include insurance against loss or damage to property.

**X STATUTORY CONDITIONS**

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**MISREPRESENTATION**

- 1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

**PROPERTY OF OTHERS**

- 2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

**CHANGE OF INTEREST**

- 3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

**MATERIAL CHANGE IN RISK**

- 4
  - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
    - (a) material to the risk, and
    - (b) within the control and knowledge of the insured.
  - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
  - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
    - (a) terminate the contract in accordance with Statutory Condition 5, or
    - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
  - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

**TERMINATION OF INSURANCE**

- 5
  - (1) The contract may be terminated
    - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
    - (b) by the insured at any time on request.
  - (2) If the contract is terminated by the insurer,
    - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and



- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### REQUIREMENTS AFTER LOSS

- 6 (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
- (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
    - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - (vii) stating the place where the insured property was at the time of loss,
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - (d) if required by the insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### FRAUD

- 7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### WHO MAY GIVE NOTICE AND PROOF

- 8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made
- (a) by the agent of the insured if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

#### SALVAGE

- 9 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### ENTRY, CONTROL, ABANDONMENT

- 10 After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### IN CASE OF DISAGREEMENT

- 11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

#### WHEN LOSS PAYABLE

- 12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

#### REPAIR OR REPLACEMENT

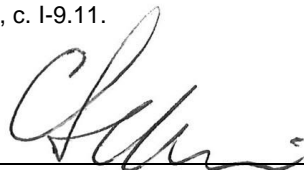
- 13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

#### NOTICE

- 14 (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

It is further understood and agreed that every action or proceeding against an **Insurer** for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Alberta Insurance Act, RSA 2000, c I-3, British Columbia Insurance Act, RSBC 1996, c 226, Manitoba Insurance Act, C.C.S.M. c. I40 or Saskatchewan Insurance Act, SS2015, c. I-9.11.

All other terms and conditions remain unchanged.

  
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Authorized Representative