PROTECTION | INSURANCE | EDUCATION | RESPONSE



RISK DETAILS

UNIQUE MARKET REFERENCE:	B0180FN2408350
TYPE:	Cyber and Privacy Liability
INSURED:	Law Society of Saskatchewan (Members of)
ADDRESS:	1100-2002 Victoria Avenue, Regina, SK S4P 0R7 Canada.
PERIOD:	From 01 July 2025 to 01 July 2026 both days at 12.01 a.m. Standard Time at the address of the insured.
INTEREST:	Arising out of the Named Insured's Operations.

LIMIT OF LIABILITY:

a. The total maximum limit of liability payable during this **policy period** is CAD 2,000,000 in the aggregate.

b. The maximum limit of liability payable under this **policy period** in respect to a specific Insuring Agreement is:

Insuring Agreement	Limit of liability
1) INSURING AGREEMENT 1: SECURITY AND PRIVACY LIABILITY	CAD 250,000 in the aggregate per **Law Society Member**
2) INSURING AGREEMENT 2: DATA RECOVERY AND LOSS OF BUSINESS INCOME	CAD 100,000 in the aggregate per **Law Society Member**
3) INSURING AGREEMENT 3: EVENT MANAGEMENT EXPENSES	CAD 100,000 in the aggregate per **Law Society Member**
4) INSURING AGREEMENT 4: DATA EXTORTION	CAD 100,000 in the aggregate per **Law Society Member**
5) INSURING AGREEMENT 5: BRICKING	CAD 100,000 in the aggregate per **Law Society Member**

The Limit(s) of Liability above for all Insuring Agreements in this **policy period** are part of and not in addition to the maximum limit of liability of CAD 2,000,000 in the aggregate.

RISK DETAILS

RETENTIONS:	Insuring Agreement	Retention
	1) INSURING AGREEMENT 1: SECURITY AND PRIVACY LIABILITY	CAD 5,000 each and every claim per **Law Society Member**
	2) INSURING AGREEMENT 2: DATA RECOVERY AND LOSS OF BUSINESS INCOME	CAD 5,000 each and every claim per **Law Society Member**
	3) INSURING AGREEMENT 3: EVENT MANAGEMENT EXPENSES	CAD 5,000 each and every claim per **Law Society Member**
	4) INSURING AGREEMENT 4: DATA EXTORTION	CAD 5,000 each and every claim per **Law Society Member**
	5) INSURING AGREEMENT 5: BRICKING	CAD 5,000 each and every claim per **Law Society Member**

WAITING PERIOD:

12 Hours

TERRITORIAL LIMITS:

World-wide.

CONDITIONS:

Wording: CLIA Wording as attached.

1. New Short Rate Cancellation Table Endorsement (NMA45)
2. Lloyd's Underwriters' Policyholders' Complaint Protocol (LSW1542)
3. Electronic Date Recognition Exclusion (EDRE) (NMA2802)
4. Notice Concerning Personal Information
5. Code of Consumer Rights and Responsibilities (LSW1565C)
6. Intention for AIF to Bind Clause (LMA5180)
7. Service of Suit Clause (Canada) (LMA5028)
8. War and Cyber Operation Exclusion (LMA5567A)
9. LSW585 Premium Payment Warranty – 45 days.
10. Retroactive Date – Full Prior Acts

NOTIFICATION OF CLAIMS TO:

Ridge Canada Cyber Solutions Inc.
Attn: Claims Management
claims@ridgecanada.com

And

+1-833-383-1488 and cyberclaims@clia.ca

For Urgent Claims-Related Crisis Management:

Cyber Incident Response Breach Coach 24/7 Hotline
1-866-273-2249
Nrfc.breach@nortonrosefulbright.com

NOTICES:

None.

EXPRESS WARRANTIES:

None, other than may exist within the attached clauses and/or policy wording.

SUBJECTIVITIES:

None.

CHOICE OF LAW & JURISDICTION:

This policy will be governed by and interpreted pursuant to the laws of the Province Ontario and the laws of Canada applicable therein, and any dispute

arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of the Province of Ontario.

PREMIUM: CAD $136,841.00 (for 100%) annual.

PAYMENT TERMS: LSW585 Premium Payment Warranty – 45 days.

RISK DETAILS

TAXES PAYABLE BY THE INSURED AND ADMINISTERED BY INSURER(S):

None applicable.

RECORDING, TRANSMITTING & STORING INFORMATION:

Where Ridge Canada maintains risk and claim data/information/documents Ridge Canada may hold data/information/documents electronically.

INSURER(S) CONTRACT DOCUMENTATION:

Evidence of Cover to be issued by means of a scanned image of this Contract. No further contractual documentation to be produced.

LMA3333 (RE)INSURERS LIABILITY CLAUSE appearing in INSURER'S LIABILITY section of the Contract is not to appear in final policy documentation.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract document the Insured should contact the surplus lines broker.

The above statement shall not appear in the policy documentation.

FORM: LMA 3044A or IUA IS3 or Companies equivalent, as applicable.

RIDGE CANADA

INFORMATION

INFORMATION: As per 2025 placement, as well as the following:

- Request for confirmation of ability of Law Society to purchase insurance on behalf of its members
  - Request to be provided by Ryan Durrell of Axxima for the 2025 renewal
  - Subjectivities as listed in individual quotes – those that have outstanding subjectivities will have the subjectivities endorsement attached to the policy herein

RIDGE™
CANADA

SECURITY DETAILS

INSURER(S) LIABILITY CLAUSE:

(RE)INSURERS LIABILITY CLAUSE (LMA 3333)

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

SECURITY DETAILS

ORDER HEREON: 100.000% of 100.000%.

BASIS OF WRITTEN LINES: Percentage of Whole.

SIGNING PROVISIONS:

1. In the event that Insurers' written lines hereon at inception exceed 100% (of order, if appropriate), then;
   a. Those written lines marked "To Stand" will stand as signed lines, and
   b. All other written lines will be signed down proportionately to three decimal places so that all signed lines including those marked "To Stand" total 100%

2. In the event that the total of Insurers' written lines hereon at inception is less than or equal to 100% (of order, if appropriate), all lines written by that date will be signed in full.

3. Disproportionate signing of Insurers' lines may be effected, without further specific agreement by Insurers, provided that:
   a. Such disproportionate signing can be demonstrated to be in clients' best interest
   b. Such variation is made prior to inception
   c. Any lines written To Stand may not be varied without the documented agreement of those (Re)insurers.

4. The signed lines resulting from the application of the above provisions can be varied, before or after inception, provided that any variations are documented and agreed by all Insurers whose lines have been varied. The variation to the signed lines will take effect only when agreed by all relevant parties with the resulting variation taking effect from the date set out in the agreement.

WRITTEN LINES: In a co-insurance placement, following Insurers may, but are not obligated to, follow the premium charged by the Lead Insurer.

Insurers may not seek to guarantee for themselves as favourable terms as those which others subsequently achieve during the placement.

LINE CONDITIONS: None.

RIDGE™ CANADA

SUBSCRIPTION AGREEMENT

SLIP LEADER: Lloyd's Syndicate Travelers Syndicate 5000

BASIS OF AGREEMENT TO CONTRACT CHANGES:

GUA (February 2014) with Non-Marine Schedule (October 2001) except as overridden by the specific provisions of this slip which are paramount.

1. The Slip Leader is authorised to agree any additional/ return premium and/ or any amendment to conditions hereon and/ or Sum Insured / deductible/ and/ or geographical scope provided that such alteration to the terms and conditions shall not exceed or increase the top limit of this placement.
2. The Slip Leader is authorised to agree terms for an extension of the period up to two calendar months and grant an extension in respect of any premium warranty operating to this placement of up to one calendar month.
3. The Slip Leader is authorised to agree Wordings and clauses.
4. The Slip Leader is authorised to agree pages of Risk Details and Information sections of this contract which have been retyped to incorporate any handwritten changes to the original placing document made by insurers hereon, for the purpose of issuing clear evidence of cover in the form of a copy of this Market Reform Contract. Pages containing handwritten amendments are to be retained on file by the Broker.
5. The Slip Leader is authorised to agree the Canadian Endorsement, if applicable.

The Broker will provide details of agreed endorsements to follow market as instructed by the Slip Leader. Notification to follow markets may be by email, post, fax or traditional broking methods at broker's option.

OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR PART 2 GUA CHANGES ONLY:

Part 2 changes may be agreed by Slip Leader only.

Any amendments extending "beyond 5 days" the settlement due dates shown in any Premium Payment Warranty, Premium Payment Condition, or LSW 3000 (as applicable to this contract) to be agreed by Slip Leader only, if required. All Insurers hereon will receive electronic transmission from Ridge Canada.

When required to do so by the Slip Leader only, Ridge Canada will provide details of agreed endorsements to following Insurers. If required, electronic transmission may be used by Ridge Canada for providing details of agreed endorsements, contractual changes or information to following Insurers as necessary.

Amendments to final going-in values and premium to be agreed by the Slip Leader if required.

SUBSCRIPTION AGREEMENT

BASIS OF CLAIMS AGREEMENT:

As specified under the **Claims Agreement Parties** and to be managed in accordance with:

i) The SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENTS - LMA9150 - for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable, then the following shall apply as appropriate:

ii) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto. *(N.B. The applicable Lloyd's Claims Scheme/part will be determined by the rules and scope of the Scheme(s)).*

iii) IUA claims agreement practices.

iv) The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

CLAIMS AGREEMENT PARTIES:

A. Claims falling within the scope of the LMA9150 to be agreed by Slip Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Slip Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

B. For all other claims:

i) For Lloyd's syndicates and/or Lloyd's Insurance Company S.A.
The leading Lloyd's syndicate and/or Lloyd's Insurance Company S.A. and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate and/or Lloyd's Insurance Company S.A.

ii) For IUA Companies
Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii) below.

iii) Those companies that have specifically elected to agree claims in respect of their own participation. None, unless completed here.

iv) For Non Bureau Companies
All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.

v) Notwithstanding anything contained in the above to the contrary, any ex gratia payments to be agreed by each (re)insurer for their own participation.

SUBSCRIPTION AGREEMENT

CLAIMS ADMINISTRATION:

Ridge Canada and Insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLIA.

First advice of a loss or claim (or of circumstances which could give rise to a loss or claim) being made by the Assured to Howden/RIDGE CANADA shall be accepted by Insurers/Reinsurers as notice to Insurers/Reinsurers.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic.

Where a Lloyd's syndicate and/or Lloyd's Insurance Company S.A. or IUA company is not an agreement party to the claim or circumstance (per CLAIMS AGREEMENT PARTIES A. above), they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties.

Translation of Claims Documentation:
Where documents necessary for the collection of a claim hereunder are submitted in a language other than English, Howden/RIDGE CANADA are authorised to secure translations of such documents as Insurers/Reinsurers consider essential and shall be deemed to have been instructed by Insurers/Reinsurers hereunder to do so. Costs for such translations shall be deemed to be for Insurers/Reinsurers account.

RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY:

None.

EXPERT(S) FEES COLLECTION:

Xchanging 'Experts Fees Service' to be service provider for all slip security, including overseas. Where there is no Lloyd's or IUA participation, Experts have the option whether to appoint Xchanging to collect Fees direct from participating insurers.

SETTLEMENT DUE DATE:

As per PPL signing.

RIDGE CANADA™

SUBSCRIPTION AGREEMENT

BUREAUX ARRANGEMENTS:

Xchanging Ins-sure Services are authorised to sign premium from individual cedants / territories separately as and when received by Ridge Canada.

Premium payment requirements deemed met by presentation of premium / accounts to Xchanging Ins-sure Services or Underwriters hereon as applicable on or before the Settlement Due Date(s) will be deemed to be in compliance with Settlement Due Date(s) and will therefore not be recorded as a late signing or payment.

Where a Premium Payment Condition or Premium Payment Warranty requires payment by a date which is later than the Settlement Due Date, the Settlement Due Date is deemed to have been amended and shall be the same as the Premium Payment Condition or Premium Payment Warranty due date.

If Settlement Due Date (SDD) or any Premium Payment Warranty (PPW) or Premium Payment Condition (PPC) due date falls on a weekend or public holiday, presentation to Xchanging Ins-sure Services or Underwriters hereon as applicable on the next working day will be deemed in compliance with SDD, PPW or PPC.

In the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Market Reform Contract shall take precedence.

Notwithstanding any subjectivities in this contract, Insurers authorise XIS to process the stage 1 premium signing.

If it is agreed that the premium is to be paid in instalments, the second and subsequent instalment(s) are to be taken down as additional premium(s) if required, without specific agreement by Insurers.

Insurers/Reinsurers agree premiums to be paid and claims settled in GBP, USD or EUR, if required.

LSW3003 Premium Processing Clause

Where the premium is to be paid through Xchanging Ins-sure Services (XIS), payment to (Re)Insurers will be deemed to occur on the day that a delinked premium is released for settlement by the Appointed Broker or in the case of non-delinked premiums, on the day that the error-free Premium Advice Note (PAN) is submitted to XIS.

Where premiums are to be paid by instalments under the Deferred Account Scheme, and the Appointed Broker does not receive the premium in time to comply with the agreed settlement date for the second or subsequent instalment, the Appointed Broker, if electing to suspend the automatic debiting of the relevant deferred instalment, shall advise the Slip Leader in writing and instruct XIS accordingly. XIS shall then notify (Re)Insurers. Payment to any entity within the same group of companies as the Appointed Broker will be deemed to be payment to the Appointed Broker.

Nothing in this clause shall be construed to override the terms of any Premium Payment Warranty or Clause or any Termination or Cancellation provision contained in this contract. Furthermore, any amendment to the Settlement Due Date of a premium instalment as a result of the operation of this Premium Processing Clause shall not amend the date that such instalment is deemed to be due for the purposes of such Premium Payment Warranty or Clause or Termination or Cancellation provision unless (Re)Insurers expressly agree otherwise.

Appointed Lloyd's Broker: Howden Specialty.

CLIENT MONEY:

(Re)Insurers agree to the following in relation to the handling of Client Money.

1. Where Ridge Canada holds monies for onwards payment to the agents or representatives of (Re)Insurers in respect of claims adjustment, legal and similar professional fees, Ridge Canada shall hold such monies as (Re)Insurers agent and trustee; and

2. Pending payment, Ridge Canada shall hold such monies within its Client Monies Bank Account and that:

a) such monies may be co-mingled with Ridge Canada client monies; and
b) (Re)Insurers rights with regard to monies held in the Broker's client monies account being subordinated to those of the Broker's clients.

3. Any interest earned on the account shall accrue to Ridge Canada.

4. Ridge Canada may deduct its Commission upon receipt of the premium. Where premium is payable in more than one instalment, Ridge Canada will only deduct the proportion of Commission that the instalment premium bears to the premium as a whole, unless otherwise agreed on a risk-by-risk basis between the Parties.

This Clause is superseded by any Terms of Business Agreement or Client Money Letter which is entered into between Ridge Canada and the (Re)Insurers subscribing to this risk.

In the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Market Reform Contract shall take precedence.

NON BUREAUX ARRANGEMENTS: None.

RIDGE™ CANADA

FISCAL & REGULATORY

TAX PAYABLE BY INSURER(S):	None applicable.
COUNTRY OF ORIGIN:	Canada
REGULATORY RISK LOCATION:	Canada
OVERSEAS ADMINISTRATOR:	Ridge Canada Cyber Solutions Inc 8 King Street East Unit 205 Toronto Ontario M5C 1B5 Canada
SURPLUS LINES BROKER:	Not Applicable
HOME STATE:	Not Applicable
LICENSE INFORMATION:	Not Applicable
U.S. CLASSIFICATION:	Not Applicable
ALLOCATION OF PREMIUM TO CODING:	As per PPL signing
REGULATORY CLIENT CLASSIFICATION:	Commercial - Large Risk

RIDGE™ CANADA

BROKER REMUNERATION AND DEDUCTIONS

FEE PAYABLE BY CLIENT: No fee payable to Ridge Canada.

TOTAL BROKERAGE: 23.75% (or same net equivalent downwards only to be agreed by the Slip Leader only).

OTHER DEDUCTIONS FROM PREMIUM: None.

RIDGE™ CANADA

THE SCHEDULE

Unique Market Reference (UMR):

B0180FN2408350

Policy Number:

CYB12017

Name of the Assured:

Law Society of Saskatchewan (Members of)

Address of the Assured:

1100-2002 Victoria Avenue, Regina, SK S4P 0R7 Canada.

Period of Insurance:

From: 01 July 2025

To: 01 July 2026

Both days at 12.01 a.m. Local Standard Time, at the address of the Named Insured

Limit(s) of Liability:

a. The total maximum limit of liability payable during this **policy period** is CAD 2,000,000 in the aggregate.

b. The maximum limit of liability payable under this **policy period** in respect to a specific Insuring Agreement is:

Insuring Agreement	Limit of liability
1) INSURING AGREEMENT 1: SECURITY AND PRIVACY LIABILITY	CAD 250,000 in the aggregate per **Law Society Member**
2) INSURING AGREEMENT 2: DATA RECOVERY AND LOSS OF BUSINESS INCOME	CAD 100,000 in the aggregate per **Law Society Member**
3) INSURING AGREEMENT 3: EVENT MANAGEMENT EXPENSES	CAD 100,000 in the aggregate per **Law Society Member**
4) INSURING AGREEMENT 4: DATA EXTORTION	CAD 100,000 in the aggregate per **Law Society Member**
5) INSURING AGREEMENT 5: BRICKING	CAD 100,000 in the aggregate per **Law Society Member**

The Limit(s) of Liability above for all Insuring Agreements in this **policy period** are part of and not in addition to the maximum limit of liability of CAD 2,000,000 in the aggregate.

Retention(s):

Insuring Agreement	Retention
1) INSURING AGREEMENT 1: SECURITY AND PRIVACY LIABILITY	CAD 5,000 each and every claim per **Law Society Member**
2) INSURING AGREEMENT 2: DATA RECOVERY AND LOSS OF BUSINESS INCOME	CAD 5,000 each and every claim per **Law Society Member**
3) INSURING AGREEMENT 3: EVENT MANAGEMENT EXPENSES	CAD 5,000 each and every claim per **Law Society Member**
4) INSURING AGREEMENT 4: DATA EXTORTION	CAD 5,000 each and every claim per **Law Society Member**
5) INSURING AGREEMENT 5: BRICKING	CAD 5,000 each and every claim per **Law Society Member**

Waiting Period:

12 hours

Interest:

Arising out of the Named Insured's Operations.

Premium:

CAD $136,841.00 (100%) annual.

Retroactive Date:

Full Prior Acts.

Choice of Law & Jurisdiction:

This policy will be governed by and interpreted pursuant to the laws of the Province Ontario and the laws of Canada applicable therein, and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of the Province of Ontario.

RIDGE™ CANADA

IMPORTANT NOTICE: THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AND REPORTED TO UNDERWRITERS DURING THE POLICY PERIOD AND ON OR AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. ALL CLAIMS ARE SUBJECT TO THE APPLICABLE LIMITS OF LIABILITY AND THE APPLICABLE RETENTION(S). PLEASE NOTE THAT THE LIMITS OF LIABILITY FOR INSURING AGREEMENTS 1, 2, 3, AND 6 INCLUDE CLAIM EXPENSES.

TERMS THAT APPEAR IN BOLD FACE TYPE ARE DEFINED TERMS IN THIS POLICY. PLEASE READ THIS POLICY CAREFULLY. WHEN USED BELOW, THE WORDS "YOU," "YOUR," OR "YOURS" SHALL MEAN THE INSURED AS PROVIDED IN SECTION VI BELOW AND "WE," "US," AND "OUR" SHALL MEAN THE UNDERWRITERS OR INSURERS PROVIDING THIS INSURANCE.

I. INSURING AGREEMENTS

You have purchased some or all of the following Insuring Agreements. Please refer to the Declarations, which show the Insuring Agreement(s) **you** have purchased. If an Insuring Agreement(s) has not been purchased, that portion of this policy is not applicable.

INSURING AGREEMENT 1: (SECURITY AND PRIVACY LIABILITY)

We shall pay on your behalf all **damages** and **claims expenses** in excess of **your retention** as stated within item 4 of the Declarations, which you become legally obliged to pay as a result of any **claim** first made against **you** and notified by **you** to **us** in writing, in accordance with Section XI of this policy, during the **policy period** or any **extended reporting period**, if applicable, arising from an actual or alleged **security and privacy wrongful act(s)** for which **you** are legally liable provided that such act(s) occurred on or after the **retroactive date**, as specified within item 5 of the Declarations.

INSURING AGREEMENT 2: (DATA RECOVERY AND LOSS OF BUSINESS INCOME COVERAGE)

We shall reimburse **you** for **first party costs and expenses** in excess of **your retention** as stated within item 4 of the Declarations, and for **loss of business income** in excess of **your retention** after expiration of the applicable **waiting period** as stated within item 4 of the Declarations, as a result of a **network event** that first occurs or is first discovered by a member of the **control group** and notified by **you** to **us** in writing, in accordance with Section XI of this policy, during the **policy period** or any **extended reporting period**, if applicable**.**

INSURING AGREEMENT 3: (EVENT MANAGEMENT EXPENSES)

We shall pay on **your** behalf any sums incurred by **you** for **event management costs, notification expenses**, and **support and credit monitoring expenses** and **third party event support expenses** in excess of **your retention** as stated within item 4 of the Declarations, when such costs and expenses are incurred, following an actual or reasonably suspected **security breach**, **privacy breach** or breach of **privacy regulations**, and notified by **you** to **us** in writing, in accordance with Section XI of this policy, during the **policy period** or any **extended reporting period**, if applicable, provided that the **security breach**, **privacy breach** or breach of **privacy regulations** is first discovered by any member of the **control group** during the policy period.

INSURING AGREEMENT 4: (DATA EXTORTION)

We shall reimburse **you** for those amounts paid to a vendor from our approved list that is retained with our consent to assist, in excess of **your retention** as stated within item 4 of the Declarations, for **cyber extortion monies** paid by **you** following a **cyber extortion threat**, to the extent insurable by law and notified by **you** to **us** in writing, in accordance with Section XI of this policy, during the **policy period** or any **extended reporting period**, if applicable, provided that the **cyber extortion threat** is first discovered by any member of the **control group** during the **policy period**.

INSURING AGREEMENT 5: (BRICKING)

We shall pay on **your** behalf, in excess of **your retention** as stated in item 4 of the Declarations, those amounts you incur to replace any **hardware** forming part of **your computer network** that has been damaged as a direct result of a **security breach** first discovered by any member of **your control group** during the **policy period** and notified to **us** in writing, in accordance with Section XI of this policy, during the **policy period** or any **extended**

reporting period if applicable, and provided that replacing the **hardware** is a more time efficient and cost effective solution than installing new firmware or software onto your existing **hardware**.

II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

A. With respect to Insuring Agreement 1, if purchased, **we** shall have the right and duty to defend any **claim** by a third party against **you** seeking payment under the terms of this policy, even if any of the allegations of the **claim** are groundless, false, or fraudulent, and subject to the Limit of Liability, exclusions, and other terms and conditions of this policy. **You** shall seek **our** consent, which shall not be unreasonably withheld, prior to appointment of defense counsel.

B. The Limit of Liability available to pay **damages and as stated within Item 3 of the Declarations** shall be reduced, and may be completely exhausted, by payment of **claims expenses** or any other amounts covered under the policy. **Damages, claims expenses,** and any other amounts covered under this policy shall be applied against the **retention**.

C. With respect to Insuring Agreements 1, 2, 3, 4 and 5, if purchased, if **you** refuse to consent to any settlement or compromise recommended by **us** that is acceptable to the claimant and elect to contest the **claim**, **our** total liability for any **damages**, **claims expenses,** and other amounts covered under this policy shall not exceed:

1. The amount for which the **claim** could have been settled, less the remaining **retention**, plus the **claims expenses** incurred up to the time of such refusal, and

2. Eighty percent (80%) of any **damages, claims expenses**, incurred after the date such settlement or compromise was recommended to **you**. The remaining twenty percent (20%) of such **damages, claims expenses,** or other amounts covered under this policy are to be borne by **you** at **your** own risk and uninsured under this policy.

D. It is further provided that **we** shall not be obligated to pay any **damages, claims expenses**, or any other amounts covered under this policy, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **damages, claims expenses**, or other amounts covered under this policy and that upon such payment, **we** shall have the right to withdraw from the further defense thereof by tendering control of said defense to **you**.

III. LIMIT OF LIABILITY

A. The Limits of Liability set forth in the Risk Details and Schedule shall be the limit of **our** liability for each **claim** and in the aggregate arising under each Insuring Agreement, including **claims expenses**, where applicable.

B. The Limits of Liability set forth in the Risk Details and Schedule shall be **our** total Limit of Liability under this policy regardless of the number of Insuring Agreements that apply, including **claims expenses** where applicable.

C. Notwithstanding the aggregate Limit of Liability under each Insuring Agreement as set forth in item 3(A) of the Declarations, all payments made under this policy, regardless of the number of Insuring Agreements that apply, will reduce the total Limit of Liability set forth in the Risk Details and Schedule. In no event will **we** pay more than the total Limit of Liability as set forth in the Risk Details and Schedule.

D. All **claims** arising out of the same, related, or continuing acts, facts, or circumstances, without regard to the number of insureds, **claims**, or claimants shall be considered a single **claim** and only one Limit of Liability, as set forth in the Risk Details and Schedule, will apply. All such **claims** shall be deemed to have been made at the time of the first such **claim**. A **claim** affecting multiple **Law Society Members** at the same **Law Firm** shall be considered a single **claim** and only one Limit of Liability as set forth in the Risk Details and Schedule, will apply,

E. In the event that a **claim** is notified by **you**, in accordance with section XI of this policy, and attaches to more than one Insuring Agreement, only one Limit of Liability as set forth in the Risk Details and Schedule shall apply. In such event, at most, only the highest of the applicable Limits of Liability shall apply to such **claim**. **We** have the sole discretion to allocate **claims** paid, if any, against the appropriate applicable Limits of Liability and will use best efforts to ensure that a fair and proper allocation is made amongst the appropriate Limits of Liability. With regard to such **claim**, in no event shall the amount paid

by **us** under any Insuring Agreement be greater than the Limit of Liability set forth in the Risk Details and Schedule.

F. The Limits of Liability for the **extended reporting period**, if applicable, shall be part of and not in addition to the Limit of Liability for the **policy period**.

IV. RETENTION

A. The **retention** amount set forth in the Risk Details and Schedule shall apply to each and every **claim**. The **retention** shall be satisfied by **your** payment of amounts covered under the policy. If a **claim** attaches to more than one Insuring Agreement, only the highest **retention** applies.

B. **Your** payment of the applicable **retention** is a condition precedent to the payment by **us** of any amounts covered under this policy and **we** shall only be liable for the amount in excess of such **retention**, not to exceed **our** total Limit of Liability as stated in the Risk Details and Schedule. **You** shall make direct payments within the **retention** to the appropriate parties.

C. All **claims** arising out of the same, related, or continuing acts, facts, or circumstances, without regard to the number of insureds, **claims**, or claimants shall be considered a single **claim** and only one retention shall apply. All such **claims** shall be deemed to have been made at the time of the first such **claim**.

D. With respect to the **loss of business income** under Insuring Agreement 4, we will pay the actual **loss of business income** incurred by you:

1. once the applicable **waiting period** listed in item 4 of the Declarations has expired; and

2. which is in excess of the applicable **retention** shown in item 4 of the Declarations.

V. TERRITORIAL LIMITS

This policy applies to any wrongful acts, insured events, breaches or threats detailed under the relevant insuring agreements, committed alleged to have been committed or occurring anywhere in the world.

VI. INSURED

The insured means:

A. The **Law Society** and the **Law Society members** in good standing at the time of a **Claim** during the policy period. And;

B. Any **subsidiary** of the **Law Society** or the **Law Society Member(s)**, but only with respect to wrongful acts, insured events, breaches or threats as detailed under the relevant Insuring Agreement, which occur while it is a **subsidiary** and otherwise covered by this policy;

C. Any past, present, or future officer, director, trustee, or **employee** including past or present partners of the **Law Society** or the **Law Society Member(s)** as described in VI (A) or (B) above, but only while acting solely within the scope of their duties as such.

D. In the event that any party described in VI (A) or (B) above is a partnership, limited liability partnership, or limited liability company, then any partner, principal, stockholder, or owner thereof, but only while acting solely within the scope of their duties as such;

E. Any entity required by contract to be named an additional insured under this policy but only to the extent of the services as provided by the contract between the party described in VI (A) or (B) above and the individual(s) or entity(ies) and only with respect to any **claim** arising solely out of a **privacy breach, security breach**, or breach of **privacy regulations** committed or allegedly committed by the party(ies) described in VI (A) or (B) above as detailed under the relevant Insuring Agreement.

F. The **Law Society** or the **Law Society Member(s)** that are required to be named an additional insured under this policy but only to the extent of the vicarious liability between the party described in VI (A) or (B) above and the individual(s) or entity(ies) and only with respect to any **claim** arising solely out of a **privacy breach, security breach**, or breach of **privacy regulations** committed or allegedly committed by the party(ies) described in VI (A) or (B) above as detailed under the relevant Insuring Agreement(s)

VII. DEFINITIONS

A. **Account** means any bank account held in the name of **your** organization

B. **Application** means all applications, including any attachments thereto, and all other information and materials submitted to **us** by **you** or on **your** behalf in connection with the underwriting of this policy. All such applications, attachments, information, and materials are deemed attached to and incorporated into this policy.

C. **Bodily injury** means physical injury, sickness, disease, or death sustained by any person and, where resulting from such physical injuries only, mental anguish, mental injury, shock, humiliation, or emotional distress.

D. **Claim** means:

1. A written demand for monetary damages or non-monetary relief, a request for a tolling agreement, the service of a civil suit, or institution of arbitration proceedings received by **you** seeking monetary damages or including the threat or initiation of a suit and/or proceeding seeking a temporary restraining order or a preliminary or permanent injunction;

2. A **network event**;

3. The incurring of **event management costs**, **notification expenses**, **support and credit monitoring expenses**, or **third part event support expenses**;

4. A **cyber extortion threat**;

5. Written notice by a third party to you of acts, facts, or circumstances that could reasonably be expected to result in any of the foregoing (1) to (4) above.

E. **Claims expenses** means:

1. Reasonable and necessary legal costs and expenses incurred with **our** consent and charged by an attorney(s) designated by **us** to defend a **claim**;

2. All other reasonable and necessary fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **claim**, if incurred by **us**, or by **you** with **our** written consent; or

Claims expenses does not include any salary, overhead, or other charges incurred by **you** for any time spent in cooperating in the defense and investigation of any **claim** or circumstance which might lead to a **claim** notified under this policy.

F. **Computer fraud** means an intentional, unauthorized or fraudulent entry of **data** including when such entry is made via the internet or another **computer network**, provided that such act is committed by any person or persons who is not an **employee**, director or partner, or is committed by an **employee** with the intent to defraud that results in:

1. **Your money, your securities** or **your other asset** being transferred, disbursed, paid, delivered, altered, corrupted or lost;

2. **Money, securities** or **other asset** of **your** customers or clients being disbursed, paid, delivered, altered, corrupted, or lost from an account that is in **your** trust or control; or

3. Creation of an unauthorized or fictitious account in **your** name.

Computer fraud does not include **electronic theft, social engineering fraud,** or **telecommunications fraud.**

G. **Computer network(s)** means interconnected electronic, wireless, web, or similar systems (including all **hardware** and software) used to process **data** or information in an analog, digital, electronic or wireless format including, but not limited to, computer programs, electronic data, operating systems, servers, media libraries, associated input and output devices, mobile devices, networking equipment, websites, extranets, off line storage facilities (to the extent that they hold electronic data), and electronic backup equipment. **Computer network(s)** also means the use of computing resources that are delivered as a service over a network or the internet (commonly known as "cloud computing").

H. **Computer virus** means a program that possesses the ability to create replicas of itself (commonly known as "auto-reproduction" program) within other programs or operating system areas, or which is capable of spreading copies of itself wholly or partly to other computer systems/networks.

I. **Continuity date** means the earlier of (1) the inception of this policy or (2) the inception of the first policy written by **us** if this is a renewal.

J. **Control group** means **your** Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Privacy Officer, General Counsel, Risk Manager, or the functional equivalent of such positions.

K. **Cyber extortion threat** means a credible threat or series of related threats made without the cooperation of a member of the **control group**, including:

a. a demand for funds, **money**, property or services;

b. a threat which could directly or indirectly lead to the disruption of business; or

c. a threat of harm to persons or property;

directed at **you** and threatening corruption, damage, destruction, or introduction of a **computer virus**, **malicious code**, or a **denial of service** to any aspect of the insured's **computer networks**, or any threat or series of related threats to release, or disclose confidential corporate or personal information which resides within a **computer network**.

L. **Cyber extortion monies** means:

a. **Money** payable by **you**, with our written consent (where it is practical to wait for such written consent) such consent not to be unreasonably withheld, to a person(s) or entity(ies) reasonably believed to present a **cyber extortion threat** for the purpose of terminating such a threat; or

b. Other reasonable and necessary costs and expenses that have been subject to our prior written consent (where it is practical to wait for such written consent) such consent not to be unreasonably being withheld, in order to investigate, mitigate, respond to and/or assist in terminating a **cyber extortion threat**.

M. **Cyberterrorism** means the use of disruptive activities, or threat to use disruptive activities, against **your computer network** by an individual or group of individuals, whether acting alone, or on behalf of, or in connection with, any individual, entity or government:

1. to damage, destroy or access **your computer network** without authorization; or

2. with the intention to:
   i. cause harm;
   ii. intimidate or coerce any person, entity or government; or
   iii. disrupt any segment of the economy,

in furtherance of social, ideological, religious, economic, political or similar objectives.

N. **Damages** means a monetary judgment, consumer redress fund, award, or settlement including prejudgement and post-judgement interest. Damages includes multiples of compensatory damages, punitive or exemplary damages to the extent insurable under the law pursuant to which this policy is construed that most favours coverage for such **damages**. **Damages** do not include:

1. **Your** future profits or royalties, restitution, or disgorgement of your profits;

2. The cost to comply with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;

3. Loss of **your** fees or profits, return or offset of **your** fees or charges, or **your** commissions or royalties provided or contracted to be provided;

4. Taxes, fines, penalties, or sanctions; however, this does not include civil fines or penalties to the extent insurable by law;

5. Any amount which **you** are not financially or legally obligated to pay;

6. Disgorgement of any remuneration or financial advantage to which **you** were not legally entitled;

7. Monetary judgments, awards, or settlements which are uninsurable under the law pursuant to which this policy is construed;

8. Past, present and/or future license fees of any kind; or

9. Liquidated damages, but only to the extent that such damages exceed the amount for which **you** would have been liable in the absence of such liquidated damages agreement.

O. **Data** means any machine readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to, text or digital media or images of documents.

P. **Denial of service** means unauthorized or unexpected interference or malicious attack on a **computer network** that restricts or prevents access to a **computer network** by persons or entities authorized to gain access to it.

Q. **Electronic theft** means:

1. The transfer, alteration, corruption, or theft of **your intangible asset**; or

2. Disclosure, duplication, or theft of **your intangible asset(s)** to a person(s) or entity(ies) who are not authorized to receive it.

Electronic theft does not include **social engineering fraud, computer fraud** or **telecommunications fraud**.

R. **Electronic theft, computer fraud and telecommunications fraud event** means **electronic theft**, **computer fraud**, or **telecommunications fraud**.

S. **Employee(s)** means any individual in **your** service, including any part-time, volunteer or unpaid, seasonal, and temporary employees who are under a contract of service with you or any individual who is working on your behalf, or at **your** direction, and under your direct control.

T. **Event management costs** means any fees, costs or expenses reasonably and necessarily incurred by **you** with **our** prior written consent, such consent not to be unreasonably withheld or delayed, for:

1. the services of a breach coach to provide advice in responding to and assisting **you** in responding to a **security breach**, **privacy breach** or breach of **privacy regulations**;

2. specialists, forensic investigators, including payment card industry forensic investigators, for the purpose of conducting a review or audit, including a computer forensic analysis, to determine the scope, cause, or extent of a **security breach**, **privacy breach** or breach of **privacy regulations**;

3. legal costs and expenses charged by an attorney to determine **your** legal obligations to provide notice of a **security breach, privacy breach** or breach of **privacy regulations**; and

4. any other services that are deemed reasonable and necessary by **us**.

You are able to incur **event management costs** only with **our** prior consent.. In all such cases **event management costs** shall only be incurred by **panel providers**. Use of a vendor outside of the **panel providers** is prohibited without **our** prior written consent. Failure to request Underwriters consent prior to engaging vendors could result in a denial of coverage for those fees, costs or expenses.

U. **Extended reporting period** means the period of time after the end of the **policy period** or a change of control for reporting **claims** as provided in Section X of this policy.

V. **First party costs and expenses** means costs authorized by **us**, which may include:

1. **Your** actual costs to restore, re–collect, or replace **your data**, including expenses for materials, working time, and overhead cost allocation at the affected location(s) associated with restoring or replacing **your data**;

2. **Your** reasonable and necessary costs and expenses of specialists, investigators, forensic auditors, or loss adjusters retained by **you** for the purpose of conducting a review or audit to substantiate that a **network event** is occurring or has occurred or to determine the scope, cause, or extent of any theft or unauthorized disclosure of **your** information or **data**, **privacy breach**, or breach of **privacy regulations**;

3. **Your** reasonable and necessary costs and expenses for the use of rented, leased, or hired external equipment, services, labor, premises, or additional operating costs, including staff overtime and expenditure, provided that these costs and expenses were reasonably incurred as a result of a **network event**;

4. Your reasonable and necessary costs and expenses to retain the services of a third party forensic accounting firm to determine the **loss of business income** amount or the **reputational injury income loss** amount; or

5. Any other reasonable and necessary costs and expenses that **you** incur directly as a result from a **network event.**

First party costs and expenses do not include:

a. loss of profits or **loss of business income**;

b. Any costs or expenses to update, upgrade, enhance or replace any component of **your computer network** to a level beyond that which existed prior to the **network event**; provided, however, this does not apply to the extent that it is deemed necessary that a replacement of a component can only be reasonably replaced with an upgraded or enhanced component; or

c. any costs or expenses to replace any part of **your computer network** that has experienced **property damage**.

First party costs and expenses are part of, and not in addition to, the Limit of Liability stated within Item 3 of the Declarations.

W. **Goods** means those products supplied by **you** to a client under a contract

X. **Hardware** means any and all physical components of a **computer network**.

Y. **Human error** means an operating error, an error in setting parameters, or an unintentional mistake by **your employee** or a third party providing services to **you**.

Z. **Intangible asset** means non-public information or non-tangible property, which is owned by **you** and is held within **your computer networks** but has no physical substance including trade secrets, copyrights, patents, trademarks, **data**, or other information when the disclosure, theft, corruption or copying of such would cause **you** a financial loss or give a competitor commercial advantage to which they would not have previously had.

AA. **Loss of business income** means the net profit before income taxes that **you** were prevented from earning, or the additional net loss before income taxes that you incurred, as a result of a **network event**.

BB. **Law Firm(s)** means an organization, partnership or entity which employs or is owned by the member in good standing of the **Law Society.**

CC. **Law Society** means the entity listed in item 2 of the schedule.

DD. **Law Society Member(s)** means a member in good standing of the **Law Society** who was required to be insured by mandatory insurance at the time of Discovery and includes a **Law Firm** through which said **Law Society Member** was practicing law at the time of discovery.

In this definition, "mandatory insurance" means professional liability insurance required by legislation or the rules of the Law Society to insure members of the Law Society, in the form that was required at the relevant time.

EE. **Malicious code** means software designed to infiltrate or damage a **computer network** without the owner's informed consent by a variety of forms including, but not limited to, Trojan horses, spyware, dishonest adware, and crimeware.

FF. **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government including but not limited to currency, coins, banknotes, bullions, or registered checks. **Money** also means virtual currencies including but not limited to Bitcoins.

GG. **Monetary loss** means the loss of **money** and **securities** from your account. Monetary loss shall include:

1. Any fees, fines or charges assessed against **you** or any expenses **you** incur as a result of any **social engineering fraud event**;

2. Any fees, fines or charges assessed against **you** or any expenses **you** incur as a result of any **Electronic theft, computer fraud and telecommunications fraud event**;

3. The cost of **your** time in identifying and rectifying the **social engineering fraud event** or the **Electronic theft, computer fraud and telecommunications fraud event**.

HH. **Named insured** means the individual, partnership, entity, or corporation designated as such in the Declarations.

II. **Network event** means loss sustained by **you** that occurs

i. at **your** premises;
ii. at **your** external places of operations;
iii. at **your** external backup, data centre or storage facilities;
iv. during **your** transmission;
v. at your outsourced data centre or other premises where **your computer network(s)** is managed by a third party; or
vi. when **your** portable media, laptops and **data** storage devices are away from **your** premises

Arising from:

1. **Security breach, privacy breach** or breach of **privacy regulations**;
2. **Computer virus**;
3. **Malicious code**;
4. Accidental damage or destruction of **data** because of **human error**;
5. Electrostatic build-up or electromagnetic disturbances;
6. Accidental damage or destruction of hardware, so that the data stored is not machine readable;
7. Malfunction or failure of a **computer network**;
8. **Programming error**;
9. Natural disaster, but only for corruption, destruction, or damage to **your data** and not in respect of **loss of business income**; or
10. Failure of a direct or back-up power supply or under/over voltage but only if such power supply is owned, operated, and controlled by **you** or by a business process service provider or IT service provider.

Network event only pertains to **your** loss and does not include coverage for any **claim** made by a third party.

JJ. **Network security** means those activities performed by you, or others on **your** behalf, to protect **your computer network**.

KK. **Notification expenses** means, in respect of a third party or an **employee**, those reasonable and necessary legal expenses, public relations expenses, postage expenses, and related advertising expenses, **you** incur and approved by **us**, such approval not to be unreasonably withheld, in the event of a **security breach, privacy breach**, or breach of **privacy regulations** that results in the compromise or potential compromise of personal information maintained by **you** or otherwise residing on a **computer network** operated by **you** or others acting on **your** behalf. **Notification expenses** include expenses:

1. to set up a call centre to manage inbound and outbound calls in direct relation to a **security breach**, **privacy breach** or breach of **privacy regulations**;

2. to notify, whether voluntarily or otherwise, **your** potentially affected individuals or applicable regulatory agencies of such **security breach**, **privacy breach** or breach of **privacy regulations**;

3. **you** incur under a written contract with a third party where **you** have contractually indemnified the third party and they have a legal obligation to notify individuals; or

4. any other services as deemed reasonable and necessary by **us**.

LL. **Other Asset** means a tangible and physical product that is owned by **you** or is under **your** trust or control and:

1. Has economic value;

2. Is held in inventory for sale;

3. Is sold or exchanged in trade or commerce; or

4. Is shipped via land sea or air.

Other asset does not include **money** or **securities**.

MM. **Panel providers** means solely and exclusively:
1. For Cyber Incident Response Breach Coach: Norton Rose Fulbright
2. For forensics investigators: Arete, CypFer, Field Effect, ISA Security, or Kroll

Any vendor of **event management costs** not listed above shall in no circumstance be considered a **panel provider**.

NN. **Policy period** means the period of time from the effective date to the expiration date as specified in item 2 of the Declarations, or to any earlier cancellation date.

OO. **Privacy breach** means a breach of confidentiality, infringement, or violation of any right to privacy including, but not limited to, a breach of your privacy policy, breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's or corporation's or company's private information. **Privacy breach** includes information in any form, whether electronic or non-electronic.

PP. **Privacy regulations** means the following, as well as similar statutes and regulations, as they currently exist and as amended, associated with the confidentiality, access, control, and use of personally identifiable, non-public information including, but not limited to:

1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), known as HIPAA, including amendments contained in the HITECH Act, Personal Health Information Protection Act (PHIPA), and related state, provincial, and federal medical privacy laws;

2. Gramm-Leach-Bliley Act of 1999 (G-L-B), also known as the Financial Services Modernization Act of 1999;

3. State, Provincial, and Federal statutes and regulations regarding the security and privacy of consumer information, including, but not limited to The Personal Information Protection and Electronic Documents Act (PIPEDA);

4. Governmental privacy protection regulations or laws associated with the control and use of personal information, including, but not limited to The Personal Information Protection and Electronic Documents Act (PIPEDA);

5. Children's Online Privacy Protection Act or similar laws;

6. The EU Data Protection Act or other similar privacy laws worldwide;

7. Identity Theft Red Flags Rules under the Fair and Accurate Credit Card Transactions Act of 2003; or

8. General Data Protection Act (GDPR).

QQ. **Programming error** means an error which occurs during the development or encoding of a computer program, software, or application, which would, when in operation, result in a malfunction or incorrect operation of a **computer network**.

RR. **Property damage** means physical injury to, impairment, destruction, or corruption of any tangible property, including the loss thereof. **Data** is not considered tangible property.

SS. **Retention** means the amount specified in item 4 of the Declarations.

TT. **Retroactive date** means the date specified in item 5 of the Declarations.

UU. **Securities** means written negotiable and non-negotiable instruments or contracts which represent **money** or **other asset**. **Securities** do not include the actual **money** or **other asset**.

X. **Security and privacy wrongful act** means any actual or alleged act, error, omission, neglect, or breach of duty by **you**, or others acting on your behalf for whom you are legally responsible, which results in:

1. A **privacy breach**, **security breach** or breach of **privacy regulations**;

2. The alteration, copying, corruption, destruction, deletion, or damage to electronic **data** on a **computer network**;

3. Unauthorized disclosure or unauthorized access to any commercial, personal, or private information or **data** for which **you** are responsible;

4. Theft of **data**, (including theft of data which is commonly referred to as identity theft);

5. **Your** failure to disclose a **privacy breach** effecting non-public personally identifiable information, or failure to dispose of such information within the required time period in violation of notification laws or regulations in effect now or in the future;

6. The failure to prevent the transmission of **malicious code** or **computer virus** from a **computer network** to third party computers or systems;

7. Your breach of duty to maintain the security or confidentiality of personally identifiable information or non-public corporate information of a third party under any contract, including but not limited to a payment card processing agreement with a merchant bank or payment processor;

8. The inability of clients to access **your computer network(s)**;

9. The failure to prevent or hinder participation in a **denial of service** from a **computer network** operated by you or on your behalf against internet sites or **computer networks** of a third party; or

10. Loss of **employee** personally identifiable information, as defined in **privacy regulations**.

WW. **Security breach** means any actual or reasonably suspected failure in **network security**, including any failure to prevent an intentional, malicious or wilful act that results in:

1. The unauthorized access to or unauthorized use of **your computer network**, including the unauthorized access or use by an authorized person or persons in an unauthorized manner;

2. The failure to prevent physical theft, or loss of information, or **hardware** controlled by **you**, others acting on your behalf, your people, or processes;

3. The introduction of **malicious code** and/or a **computer virus** into **your computer network**;

4. A **denial of service** attack upon **your computer network**;

5. The failure to prevent false communications designed to trick the user into surrendering non-public corporate or personal information (commonly known as “phishing” or “pharming”); or

6. **Your** breach of duty to protect the security and confidentiality of non-public proprietary corporate information and/or personally identifiable information either in electronic or non-electronic format.

XX. **Subsidiary(ies)** means:

1. Any entity of which more than 50% of the issued and outstanding shares are owned by you, on or before the **policy period**; or

2. Any entity which becomes a **subsidiary** during the **policy period** provided that such corporation does not represent more than a twenty percent (20%) increase in **your** total gross revenue as of the date of the acquisition. Where such corporation represents an increase in your total gross revenue of more than twenty percent (20%), such corporation shall be deemed a **subsidiary** under the policy, but only upon the condition that within thirty (30) days of it becoming a **subsidiary**, **you** shall have provided **us** with full particulars of the new subsidiary and agreed to any additional premium and/or amendment of the provisions of this policy required by **us** relating to such new **subsidiary**, subject to advanced review and acceptance by **us** of full and complete underwriting information; or

3. Any entity in which **you**, on or before the **policy period**, own interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a joint venture, or the members of the management board if such entity is a limited liability company; or

4. Any entity in which **you**, on or before the policy period, have the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of a Company, to elect, appoint or designate a majority of the board of directors if such entity is a corporation, the management committee members if such entity is a joint venture.

YY. **Support and credit monitoring expenses** means those reasonable and necessary expenses **you** incur and approved by **us**, such approval not to be unreasonably withheld, for the provision of client or **employee** support activity, including the provision of credit restoration services, credit file monitoring services, identity restoration services, identity theft education and assistance and call centres in the event of a:

1. **privacy breach** that results in the compromise or potential compromise of personal information maintained by **you** or otherwise residing on a **computer network** operated by **you** or others on **your** behalf;

2. **security breach**; or

3. breach of **privacy regulations**.

ZZ. **Telecommunications fraud** means an intentional, malicious or wilful act that results in the misuse or unauthorized access to **your** telecommunications system by a third party.

Telecommunications fraud does not include **electronic theft**, **social engineering fraud**, or **computer fraud**.

AAA. **Third party event support expenses** means **notification expenses** and **support and credit monitoring expenses** which an entity(ies) **you** have contractually agreed to indemnify becomes legally obligated to pay due to a:

1. **privacy breach**;
2. **security breach**; or
3. breach of **privacy regulations**;

which results in the compromise or potential compromise of personal information **you** hold on behalf of this entity(ies), subject to **our** approval, such approval not to be unreasonably withheld.

BBB. **Waiting period** means the number of hours that must elapse as provided in item 4 of the Declarations before the recovery of **loss of business income** can be considered.

CCC. "**We**," "**us**" or "**our**" means the Underwriters or insurers providing this insurance.

DDD. "**You**," "**your**" and "**yours**" means the insured as provided in Section VI of this policy.

VIII. EXCLUSIONS

We shall not be liable for any **claim** directly or indirectly arising out of:

A. Any wrongful acts, facts, circumstances, events, threats and/or breach of regulations or the same, related or continuing wrongful acts, facts, circumstances, events, threats and/or breach of regulations, that took place prior to the **continuity date** of this policy, if a member of **your control group** knew or could have reasonably foreseen that such wrongful acts, facts, circumstances, events, threats and/or breach of regulations could be the basis of a **claim**;

B. Any **claim** or circumstance notified to and accepted by a previous insurer prior to the inception of this policy;

C. Any **claim** made by an insured against another insured, however this exclusion shall not apply in respect of Insuring Agreements Security and Privacy and Event Management Expsenses.

D. Any **claim** arising out of **your** malicious, fraudulent, dishonest, or criminal act as determined in a final adjudication in the underlying action. Notwithstanding the foregoing, the insurance afforded by this policy shall apply to **claims expenses** and **privacy regulatory expenses** incurred in defending any such **claim**, but shall not apply to any damages that you might become legally obligated to pay. **We** will have the right to recover those **claims expenses** and **privacy regulatory expenses** incurred from those parties found to have committed criminal, dishonest, fraudulent, or malicious acts by a court, jury, or arbitrator. However, this exclusion does not bar coverage for the actions of a "rogue employee". For the purposes of this exclusion, "rogue employee" means an **employee** who acts maliciously, fraudulently, dishonestly or criminally without the knowledge or consent of a member of **your control group**;

E. **Bodily injury**, except that this exclusion shall not apply to wrongful infliction of emotional distress or mental anguish arising out of actual or alleged , **privacy breach**, **security breach**, or breach of **privacy regulations**;

F. **Property damage**; provided, however, this exclusion shall not apply to any **first party costs and expenses** under Insuring Agreements Data Recovery and Loss of Business Income Coverage and Bricking.

G. Fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God, or any other physical event however caused, unless such **claim** is caused by a **network event**;

H. Any breach of any express, implied, actual, or constructive contract, warranty, guarantee, or promise, or the liability of others assumed by you under any contract or agreement, whether oral or written, but this exclusion does not apply to:

1. Any liability or obligation **you** would have in the absence of such contract or agreement;

2. **Your** contractual obligation to maintain the confidentiality or security of a person's or corporation's or company's private information;

3. A breach of **your** privacy policy;

I. The actual or alleged purchase, sale, offer of, or solicitation of an offer to purchase or sell securities, or violation of any securities law including, but not limited to, the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any federal, state, provincial, local, or foreign laws similar to the foregoing statutes, including "Blue Sky" laws, whether such law is statutory, regulatory, or common law;

J. The actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended, or any regulation promulgated under the foregoing statutes, or any similar federal, state, provincial, local or foreign laws, whether such law is statutory, regulatory or common law;

An act or action brought by a government entity to enforce its state, provincial, or other federal regulations including, but not limited to, those regulations made by the United States Federal Trade Commission, Federal Communications Commission, or the Securities and Exchange Commission;

K. Any employer-**employee** relations policies, practices, acts, or omissions, any actual or alleged refusal to employ any person, or any misconduct with respect to employees. This includes, but is not limited to, claims arising under workers compensation or similar laws. However, this exclusion shall not apply to claims made by an employee arising out of a **security breach, privacy breach** or breach of **privacy regulations**;

L. The violation of any pension, healthcare, welfare, profit sharing, mutual, or investment plans, funds, or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974 and its amendments and/or the Pension Protection Act of 2006 and its amendments, or any regulation, ruling, or order issued pursuant thereto. However, this exclusion shall not apply to claims made by an employee arising out of a **security breach, privacy breach** or breach of **privacy regulations**;

M. Strikes or similar labour actions, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions. This exclusion also excludes coverage for any loss or damages arising out of confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This exclusion also excludes loss, cost, **damages**, or **claims expenses** of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above. However this exclusion shall not apply to **cyberterrorism**;

N. All losses or expenses arising from a terrorist act. For the purposes of this agreement, a terrorist act means an act or series of acts including the use of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious, or ideological purposes, including the intention to influence any government and/or to put the public in fear for such purposes. However, this exclusion shall not apply to **cyberterrorism**;

O. Any fine or penalty arising out of any agreement by **you** to comply with or follow the Payment Card Industry Standard or any Payment Card Company Rules; or implement, maintain, or comply with any security measures or standards related to any payment card data including, but not limited to, any fine or penalty imposed by a payment card company on a merchant bank or payment processor that **you** have paid or agreed to reimburse or indemnify.

P. Any actual or alleged unfair competition, antitrust violations, deceptive trade practices, or restraint of trade or antitrust statute, legislation or regulation. However this exclusion does not apply in respect of Insuring Agreement Security and Privacy Liability and Event Management Expenses

Q. The actual or alleged infringement of any patent or the misappropriation, theft, copying of any trade secret by, or with the active cooperation, participation, or assistance of any insured, any of your former **employees**, subsidiaries, directors, executive officers, partners, principals, trustees, or any of **your** successors or assignees. However, this exclusion shall not apply to the theft of third party's trade secrets arising from a **security breach or privacy breach** or breach of **privacy regulations**.

R. Satellite failures; electrical or mechanical failures and/or interruption including, but not limited to, electrical disturbance, spike, brownout, or blackout; and outages to electricity, gas, water, telephone, cable, telecommunications, or other infrastructure, unless such infrastructure is under your operational control and unless such claim forms part of a **network event**.

S. The actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services; including **your** cost guarantees, cost representations, contract price, or cost estimates being exceeded;

T. The violation of any economic or trade sanctions by the United States government including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC");

U. Prizes, awards, coupons, or the sale or provision of prohibited, restricted, or regulated items including, but not limited to, alcoholic beverages, tobacco, or drugs.

V. The existence, emission, or discharge of any electromagnetic field, electromagnetic radiation, or electromagnetism that actually or allegedly affects the health, safety, or condition of any person or the environment or that affects the value, marketability, condition, or use of any property;

W. Radiation or contamination by biological or radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

X. Deceptive, inaccurate, misleading or false advertising;

Y. The unsolicited dissemination of any correspondence including but not limited to faxes, e-mails, telephone calls or SMS by **you** or a third party on **your** behalf, including actions brought under:

1. the Canadian Anti-Spam Act or any amendments thereto or any rules or regulations promulgated thereunder;

2. the Canadian Radio-Television and Telecommunications Commission Unsolicited Telecommunications Rules or any amendments thereto or any rules or regulations promulgated thereunder;

3. The Canadian Marketing Association's do-not-call list;

4. In the United States of America:
    i. the Telephone Consumer Protection Act or any amendments thereto or any rules or regulations promulgated thereunder; or
    ii. the CAN-SPAM Act of 2003;

5. any similar law to (1) through (4) above anywhere in the world including Canada and the United States of America; or

6. any other law, ordinance, regulation or statute used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission, or a person's right of seclusion.

However, this exclusion shall not apply if such unsolicited electronic dissemination of faxes, e-mail or other communications to actual or prospective clients by **you** or any other third party on **your** behalf is caused by **malicious code** or hacker.

BB. Unauthorized trading of **money, securities, property** or any other medium whether not in **your** name and whether or not in a genuine or fictitious account. This exclusion also applies to trading in excess of

approved authority levels or outside of approved parameters. However, **we** shall not be liable for any **employee** salary, commissions, fees, or other employment associated compensation.

CC. The failure of the **Law Society** or **Law Society Member** to:

a) Enable and enforce multi-factor authentication for all remote network access for authorized users and third parties

b) Back-up copies of **data** at least weekly, to store such back-up copies of **data** offsite, and to test the back-ups annually;

c) Update the **Law Society Member computer network** with new protection patches, anti-virus software, and anti-spyware within two weeks of critical patches being released; and

d) Install, maintain, and actively monitor, within reasonable business practices, firewalls and endpoint protection on their **computer network.**

e) Engage in cyber awareness training on at least an annual basis.

f) To have email scanning enabled for malicious links and attachments.

DD. Failure of any core element of the internet infrastructure that results in a countrywide or global outage of the internet, including a failure of the core DNS root servers or the IP addressing system

EE. An **Insured** acting in the capacity of director or officer of any enterprise or the **Law Society**;

FF. An occurrence to which any policy issued in another Canadian Lawyers Insurance Association jurisdiction responds regardless of the limits of liability in that policy;

GG. A **claim** against an **Insured** made by another **Insured** within the same **Law Society or Law Society Member.**

HH. Based upon or arising out of any actual or alleged failure to comply with The Illinois Biometric Privacy Act (740 ILCS 14/) (the "BIPA") or any similar federal, provincial, state, local or other biometric privacy law or legislation protecting the rights of individuals in the collection, storing, sharing and displaying of biometric data, information or likenesses of individuals including but not limited to fingerprint scans and similar technologies.

II. Based upon or arising out of any actual or alleged violation of the Fair Debt Collection Practices Act (the "FDCPA"), Fair Credit Reporting Act (the "FCRA") or any similar federal, provincial, state, local or other law or legislation, or law or legislation of any state or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law.

JJ. Based upon or arising out of any **monetary loss**.

IX. INNOCENT INSURED PROVISION

A. Whenever coverage under this policy would be excluded, suspended, or lost because of non-compliance with Section XI, relating to the giving of notice of **claim** to **us,** with respect to which any other insured shall be in default solely because of the failure to give such notice or concealment of such failure by one or more insureds responsible for the loss or damage otherwise insured hereunder, then such insurance as would otherwise be afforded under this policy shall cover and be paid with respect to those insureds who did not personally commit or personally participate in committing or personally acquiescing in such failure to give notice, provided that the insured entitled to the benefit of this provision shall comply with Section XI promptly after obtaining knowledge of the failure of any other insured to comply therewith. Notwithstanding the foregoing, the reporting of any such **claim** must be made during the **policy period** or **extended reporting period**, if applicable.

Notwithstanding the above, the wrongful acts of one insured shall not be imputed to any other insured. Each individual insured is fully severable amongst other insureds.

B. Whenever coverage under this policy would be excluded, suspended, or lost because of Exclusion E relating to wilful, deliberate, malicious, fraudulent, dishonest, or criminal acts by any insured, then such insurance as would otherwise be afforded under this policy shall cover and be paid with respect to those insureds who did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge thereof.

X. EXTENDED REPORTING PROVISIONS

A. Automatic Extended Reporting Period: If either **you** or **us** shall cancel or non-renew this policy, **you** shall have the right following the effective date of such cancellation or non-renewal, to a period of sixty (60) days in which to give written notice to **us** of **claims,** provided that any actual or alleged wrongful acts under Insuring Agreement(s) 1, **security breach**, **privacy breach** or breach of **privacy regulations** under Insuring Agreement 3, or **cyber extortion threat** under Insuring Agreement 4, **security breach** under Insuring Agreement 5, occurred prior to the end of the **policy period** and are otherwise covered by this policy.

B. Optional Extended Reporting Period Endorsement: In the event of cancellation or **your** election to non-renew this policy, **you** shall have the right, upon payment in full and not proportionally or otherwise in part of:

(1) 100% of the premium set forth in item 6 of the Declarations

to have issued an endorsement providing a 12-month **extended reporting period** for **claims**, provided that any actual or alleged wrongful acts under Insuring Agreement(s) 1, **security breach**, **privacy breach** or breach of **privacy regulations** under Insuring Agreement 3, or **cyber extortion threat** under Insuring Agreement 4, **security breach** under Insuring Agreement 5, occurred prior to the end of the **policy period** and are otherwise covered by this policy and are reported to **us** during the **extended reporting period**, subject to the conditions set forth with regard to the **extended reporting period** herein. In order for the **named insured** to purchase the **extended reporting period** endorsement, the payment of the additional premium for the **extended reporting period** must be paid to **us** within thirty (30) days of the cancellation or **your** election to non-renew.

C. The **extended reporting period** in A. and B. above only relates to those Insuring Agreement(s) purchased as shown in the Declarations.

D. The Limit of Liability for the **extended reporting period** shall be part of, and not in addition to, the Limit of Liability for the **policy period**.

E. The quotation by **us** of a different premium or **retention** or Limit of Liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by **us**.

F. The right to the **extended reporting period** shall not be available to the **named insured** where cancellation or non-renewal by **us** is because of non-payment of premium or **your** failure to pay amounts within the applicable **retention**.

G. All notices and premium payments with respect to the **extended reporting period** option shall be directed to **us** through the entity named the Declarations.

H. At the commencement of the **extended reporting period in Item B. above,** the entire premium shall be deemed earned and in the event the **named insured** terminates the **extended reporting period** for any reason prior to its natural expiration, **we** will not be liable to return any premium paid for the **extended reporting period**.

I. Change of Control Extended Reporting Period: In the event of **your** acquisition by, or merger into another entity, or **your** liquidation or dissolution, or the sale or disposition of substantially all of **your** assets, all of which collectively and alternatively constitute a “change of control”, all coverage under this policy shall terminate at the date of such “change of control” unless **we** have issued an endorsement extending coverage under this policy and **you** have agreed to pay any additional premium and agreed to any additional terms of coverage required by **us**.

Provided that **you** have otherwise complied with the terms and conditions of this policy, **you** may notify **us** within thirty (30) days of the "change of control", of **your** election for an **extended reporting period** of twelve (12) months from the date of such "change of control". If an **extended reporting period** is purchased, then coverage under this policy will continue in full force and effect until termination of the **extended reporting period**, but only with respect to any **claim** or circumstance, as applicable, taking place before such "change of control" event. Coverage under this policy will cease as of the effective date of such "change of control" event with respect to any **claim** or circumstance, as applicable, taking place after such "change of control" event.

You must give written notice of any change of control to **us** as soon as practicable after any member of **your control group** first becomes aware of any change of control.

XI. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

A. If any **claim** is made against **you,** then upon knowledge of any member of **your control group** such person(s) shall forward to **us** notice of such **claim** as soon as practicable through persons named in item 7 of the Declarations and include every demand, notice, summons, or other process received by **you** or its representative.

C. If during the **policy period,** a member of **your control group** becomes aware of any acts, facts, or circumstances that they believe could reasonably be a basis for a **claim,** and written notice of the following information is given to **us,** through persons named in item 7 of the Declarations, as soon as practicable during the **policy period:**

1. Specific details of the acts, facts, or circumstances that could reasonably be the basis for a **claim;**

2. Possible **damages,** penalties, or other amounts potentially covered under this policy that may result or has resulted from the facts or circumstances; and

3. Details regarding how **you** first became aware of the acts, facts, or circumstances;

Any subsequent **claim** arising out of such acts, facts, or circumstances which is the subject of the written notice will be deemed to be a **claim** at the time written notice complying with the above requirements was first given to **us.**

D. A **claim** shall be considered to be reported to **us** when notice is first given to **us** through persons named in item 7 of the Declarations.

XII. CALCULATION OF THE NET INCOME ASPECT OF LOSS OF BUSINESS INCOME UNDER INSURING AGREEMENT 2,

A. Solely with respect to the calculation of the net income aspect of loss of business income under insuring agreement 2:

The calculation of the net income aspect of **loss of business income** under Insuring Agreement 4 shall be based on an analysis of the revenues and costs generated during the thirty six (36) months prior to the loss occurring and will also take into account the reasonable projection of future profitability or otherwise had no loss occurred and will include all material changes in market conditions that would affect the future profits generated. Continual normal and necessary operating expenses and payroll are part of the pretax net profit or loss calculation.

Requests made by **you** for indemnity by **us** shall be accompanied by a computation of the loss. This shall set out in detail how the loss has been calculated and what assumptions have been made. **You** shall produce any documentary evidence, including any applicable reports, books of accounts, bills, invoices, and other vouchers and copies of such which **we** may require, and **you** shall afford **us** or **our** agent every assistance in their investigations.

Any **claims** payment under this Section will, where applicable, be reduced by the extent to which **you:**

A. Use damaged or undamaged **data**; or

B. Make use of available stock, merchandise, or other **data**; or

C. Use substitute facilities, equipment, or personnel.

The **waiting period** and **retention** amounts shall be computed as of the start of the **network event**. Any **loss of business income** incurred during the time of the **waiting period** shall reduce and may exhaust the applicable **retention** listed on item 4 of the Declarations.

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XIII. ASSISTANCE AND COOPERATION

A. **You** shall cooperate with **us** in all investigations. **You** shall execute or cause to be executed all papers and render all assistance as requested by **us.**

B. Upon **our** request, **you** shall assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **you** with respect to which insurance is afforded under this policy; and **you** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses at **your** own cost.

C. **You** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **claim** without **our** written consent. However, the prompt public admission of a **security breach** potentially impacting non-public personally identifiable information of **employees** or third parties as required by governmental privacy legislation or credit card association operating requirements will not be considered as an admission of liability requiring **our** prior consent; however **we** are to be informed as soon as practicable of such public admission if such public admission is a circumstance that could lead to a **claim.**

D. **We** shall have the right to make any investigation **we** deem necessary with respect to coverage including, but not limited to, any investigation with respect to the **application**, statements made in the **application** and any supplemental material submitted therewith.

E. **You** shall submit for examination under oath by **our** representative, if requested, in connection with all matters relating to this policy.

XIV. SUBROGATION

If any payment is made under this policy and there is available to **us** any of **your** rights of recovery against any third party, then **we** shall maintain all such rights of recovery. **You** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **damages**, **claims expenses**, or any other amounts paid by **us**, and lastly to the **retention**. Any additional amounts recovered shall be paid to **you**.

If prior to any acts, facts, or circumstances occurring that may be connected with such payment **you** have agreed in writing to waive **your** rights of recovery or subrogation against any person or entity, we will waive the right of recovery we would otherwise have had against another person or entity for loss, but only if such waiver is expressly stated in a valid written contract and then solely to the extent of such waiver stated therein. All other rights of recovery shall be preserved by **You** and shall not be compromised in any manner following any event potentially triggering coverage under this **Policy**.

XV. OTHER INSURANCE

A. Except to the extent that Section XVIII (a) applies, if an Insured has or had at any time insurance placed with another insurer that applies to a **Claim** or **Loss** covered by this Policy, unless specifically scheduled as underlying, this Policy will apply as excess insurance over the other insurance to the extent that the other insurance is valid and collectible, and will not be called upon in contribution.

XVI. ENTIRE AGREEMENT

By acceptance of this policy, **you** agree that this policy embodies all agreements between **you** and **us** relating to this insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop **us** from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this policy and signed by **us.**

XVII. ASSIGNMENT

The interest hereunder is not assignable by **you** or **your subsidiaries**. If an insured shall die or be adjudged incompetent, such insurance shall cover **your** legal representative as **you** would be covered under this policy.

XVIII. CANCELLATION BY YOU

A. For all **Insureds**. This Policy may be cancelled at any time by agreement between the **Insurer** and the **Law Society**, terminating the coverage provided to all **Insureds** without prior notice to any **Insured**.

B. For any **Insured**. The **Insurer** may, with the consent of the **Law Society**, terminate the coverage provided by this Policy to a particular Insured on sixty (60) days' written notice to that **Insured** delivered by registered mail to the last address of the **Insured** shown on the records of the **Law Society**.

C. No return of premium. There shall be no return of premium to any **Insured** on the cancellation or termination of this Policy.

XIX. CANCELLATION BY US

We will only cancel this policy if **you** fail to pay the premium within forty-five (45) days of the inception of this **policy period**.

XX. WORDS AND TITLES OF PARAGRAPHS

The titles of paragraphs, section, provisions, or endorsements of or to this policy are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this policy. Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

XXI. DISPUTE RESOLUTION

A. No action shall lie against **us** unless, as a condition precedent thereto, there shall have been full compliance with all terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment or award against **you** after actual trial or arbitration or by written agreement of **you**, the claimant, and **us**.

B. No person or organization or any legal representative thereof who has secured such judgment, award, or written agreement shall thereafter be entitled to make a **claim** under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join **us** as a party to an action or other proceeding against **you** to determine **your** liability, nor shall **we** be impleaded by **you** or **your** legal representative. Bankruptcy or insolvency of **you** or of **your** estate shall not relieve **us** of **our** obligations hereunder.

C. Mediation. If any dispute arises between any insured and **us** involving this policy and/or a **claim** hereunder, it is hereby mutually agreed by **you** and **us** that such dispute shall be referred to a qualified mediator in good faith in an effort to negotiate a resolution of the dispute, prior to the initiation of any arbitration or other proceedings. The party electing to mediate shall provide written notice to the other party setting forth its request to mediate and a brief statement regarding the issue to be mediated. The persons named in item 9 of the Declarations are authorized and directed to accept the Notice of Mediation on behalf of **us**. The **named insured** is authorized and directed to accept the Notice of Mediation on behalf of any insured.

D. Arbitration. As a condition precedent to any right of action hereunder, in the event that a good faith effort to mediate pursuant to Section XXI (C) above cannot resolve a dispute between any insured and **us** involving this policy or a **claim** or circumstance hereunder, it is hereby mutually agreed that such dispute shall be determined by final and binding arbitration before a single arbitrator. If the parties cannot mutually select the arbitrator, the parties will refer the selection of the arbitrator to the chapter of the ADR Institute of Canada Inc. operating in the jurisdiction of the applicable Arbitration Act.

XXII. SERVICE OF SUIT CLAUSE (Canada)

A. All disputes concerning the interpretation of this policy are understood and agreed by both **us** and **you** to be subject to the law of the province or territory of the named insured's principal address indicated in Item 1 of the Declarations. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Canada and to comply with all requirements necessary to give such court jurisdiction.

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

B. Every action or proceeding against **us** for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time permitted under the Insurance Act in force in the province or territory as reflected as the Insured's principal place of business as provided for in item 1 of the Declarations

XXIII. CHOICE OF LAW

The interpretation of this policy and any disputes involving this policy shall be resolved applying the law of the Canadian province or territory in which the named insured's principal place of business as provided for in item 1 of the Declarations is located.

XXIV. WARRANTY BY YOU

By acceptance of this policy, the signer of the **application** agree that the statements contained in the **application** and any supplemental materials submitted therewith are correct and accurate, which shall be deemed material to the risk assumed by **us,** and that this policy is issued in reliance upon the truth thereof.

The **application** and any supplemental materials submitted to **us** are deemed incorporated into and made a part of this policy.

We will not exercise our right to void this policy and therefore shall afford coverage under this policy to those of **you** who did not personally misstate, misrepresent or non-disclose statements and information in the application for this insurance including any supplemental materials.

RIDGE™ CANADA

Effective date of this Endorsement: 01 July 2025

This Endorsement is attached to and forms a part of Policy Number:

Endorsement Number: 001

NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT (U.S.A.)

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Assured the Earned Premium shall be computed as follows:-

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:-

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 -- 4	7	161 - 164	55
5 -- 6	8	165 - 167	56
7 -- 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182 (6 months)	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32 (1 month)	19	210 - 214 (7 months)	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246 (8 months)	74
59 - 62 (2 months)	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273 (9 months)	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91 (3 months)	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305 (10 months)	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124 (4 months)	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337 (11 months)	94
132 - 135	47	338 - 342	95

136 - 138	.....	48	343 - 346	.....	96
139 - 142	.....	49	347 - 351	.....	97
143 - 146	.....	50	352 - 355	.....	98
147 - 149	.....	51	356 - 360	.....	99
150 - 153	(5 months)	52	361 - 365	(12 months)	100

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.

2. If insurance has been in force for more than 12 months:

   (a) Determine full annual premium as for an insurance written for a term of one year.

   (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.

   (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

09/02/58
NMA45

RIDGE™
CANADA

Effective date of this Endorsement: 01 July 2025

This Endorsement is attached to and forms a part of Policy Number:

Endorsement Number: 002

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:
Lloyd's Underwriters
Attention: Complaints Officer:
1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6
Tel: 1-877-455-6937 - Fax: (514) 861-0470
E-mail: info@lloyds.ca

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

In the event that your concerns are still not addressed to your satisfaction**,** you have the right to continue your pursuit to have your complaint reviewed by the following organizations:
General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446
www.giocanada.org

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

Toll Free: 1-877-525-0337
Québec: (418) 525-0337
Montréal: (514) 395-0311
www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.
Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply

to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9
Services in English: 1-866-461-FCAC (3222)
Services in French: 1-866-461-ACFC (2232)
www.fcac-acfc.gc.ca

09/14
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RIDGE™
CANADA

Effective date of this Endorsement: 01 July 2025

This Endorsement is attached to and forms a part of Policy Number:

Endorsement Number: 003

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97
NMA2802

RIDGE™
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Effective date of this Endorsement: 01 July 2025

This Endorsement is attached to and forms a part of Policy Number:

Endorsement Number: 004

NOTICE CONCERNING PERSONAL INFORMATION

Who we are

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

What personal information we collect

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

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

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

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

How we use your information

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

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

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

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

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

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

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

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

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

Authority to collect, use and disclose personal information

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

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

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

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to

ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

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

How to access your personal information

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

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

Changes

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

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

How to contact us

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

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RIDGE CANADA™

Effective date of this Endorsement: 01 July 2025

This Endorsement is attached to and forms a part of Policy Number:

Endorsement Number: 005

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law.

You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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RIDGE™
CANADA

Effective date of this Endorsement: 01 July 2025

This Endorsement is attached to and forms a part of Policy Number:

Endorsement Number: 006

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;

b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;

c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180
01 November 2011

RIDGE™ CANADA

Effective date of this Endorsement: 01 July 2025

This Endorsement is attached to and forms a part of Policy Number:

Endorsement Number: 007

SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2240, Montreal, Quebec, H3B 2V6.

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RIDGE™ CANADA

Effective date of this Endorsement: 01 July 2025

This Endorsement is attached to and forms a part of Policy Number:

Endorsement Number: 008

WAR AND CYBER OPERATION EXCLUSION

1. Notwithstanding any provision to the contrary in this insurance, this insurance does not cover that part of any loss, damage, liability, cost, or expense, of any kind:

   1.1. directly or indirectly arising from a **war**, and/or

   1.2. arising from a **cyber operation** that is carried out as part of a **war.** or the immediate preparation for a **war**, and/or

   1.3. arising from a **cyber operation** that causes a **state** to become an **impacted state.**

   Paragraph 1.3 shall not apply to the direct or indirect effect of a **cyber operation** on a **computer system** used by the insured or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

Attribution of a **cyber operation** to a **state**

2. Notwithstanding the insurer's burden of proof, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a **state**, the insured and insurer will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution by the government of the **state** in which the **computer system** affected by the **cyber operation** is physically located to another **state** or those acting at its direction or under its control.

Definitions

3. **Computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility. If there is any inconsistency between definitions of **computer system** in this exclusion and the contract of insurance, the definition in the contract of insurance shall apply.

4. **Cyber operation** means the use of a **computer system** by, at the direction of, or under the control of a **state** to:

   4.1. disrupt, deny access to or, degrade functionality of a **computer system**, and/or

   4.2. copy, remove, manipulate deny access to or destroy information in a **computer system**.

5. **Essential service** means a service that is essential for the maintenance of vital functions of a **state** including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.

6. **Impacted state** means any **state** where a **cyber operation** has had a major detrimental impact on:

   6.1. the functioning of that **state** due to disruption to the availability, integrity or delivery of an **essential service** in that **state**, and/or

   6.2. the security or defence of that **state**.

7. **State** means sovereign state.

8. **War** means armed conflict involving physical force:

   8.1. by a **state** against another **state**, or

   8.2. as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power,

   whether war be declared or not.

LMA5567A

18 January 2023