

FROM: Director, Worldwide Markets EXTN: 6677
DATE: 19 August 2005 REF: Y3614
SUBJECT: **CANADA: New and revised Wordings for Canadian Business**
SUBJECT AREA(S):
ATTACHMENTS: Appendix 1: New and revised wordings for Canadian business

ACTION POINTS: **Underwriters and Lloyd's Brokers to note**
DEADLINE(S): **Policies or certificates incepting on or after 1 November 2005**

The purpose of this Bulletin is to advise the Market of the introduction of new discretionary wordings and wordings legally required under Canadian law, to be used when writing Canadian Business.

This bulletin should be read by the Compliance Officers of managing agents, active underwriters and Lloyd's brokers writing or handling Canadian business.

Following a review by Worldwide Markets of Canadian wordings, a number of new and revised wordings have been introduced to reflect changes in both Canadian legislation and regulatory reporting requirements, in order to assist underwriters in achieving compliance.

Appendix 1 sets out these wordings in English and French. The English versions are now available on the Market Wordings Database, however, the French translations, where relevant, will only be available at the end of August. Appendix 1 also sets out when it is appropriate to use the wordings and the Xchanging Ins-sure Services' (XIS) checking instructions, where applicable.

To ensure compliance with these and other legal requirements, we have introduced a number of additional XIS checks, which are included within the Quality Assurance Tool for open market business. These checks include, for instance, a check to ensure that a Quebec policy covering civil liability insurance does **not** provide for costs, including defence costs, and attributable interest, being within the limits of insurance, as required under the Quebec Civil Code.

Please note, these checks and those described in Appendix 1 will also be included in the next revision of the Quality Assurance Tool for binding authority business, scheduled for release in the Autumn.

These XIS checks will be effective on policies incepting on or after 1 November 2005. After this date, the original wordings which have been replaced, will be rejected by XIS.

Further Information

If you have any queries regarding the content of this Market Bulletin, please contact:

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This bulletin has been sent to active underwriters and the compliance officers of managing agents and Lloyd's brokers.

The information contained in this market bulletin is provided in order to support managing agents in meeting their commitment ***'to protect Lloyd's licences and authorisations to conduct insurance business in the UK and overseas'***. The information will also help underwriters decide, prior to binding, how a risk can be underwritten in compliance with Lloyd's trading rights in the country concerned.

More detailed information on Lloyd's trading rights may be found on www.lloyds.com/worldwide. Select the appropriate country from the Lloyd's trading status box (located on the right hand side of the web page) and this will take you to the Quick Reference Guide for the country selected. More detailed information may then be obtained for certain countries by selecting 'Manual' from the menu on the left hand side of the screen. You will be asked to input a user name and password. Please contact the Worldwide Markets Services (contact details as above) in order to obtain this information.

Julian James
Director, Worldwide Markets

NEW AND REVISED WORDINGS FOR CANADIAN BUSINESS**CONTENTS:**

	Page
1. Documentation for subscription business	5
1.1. Open Market Policies	5
1.2. Declaration pages for policies or certificates issued under Binding Authorities	5-6
2. Wordings and information relevant only where the coverage is written 100% by Lloyd's underwriters	6
2.1. Open Market Policies and Schedules	6-7
2.2. Declaration pages for policies or certificates issued under Binding Authorities	7
3. Law and Jurisdiction	8
3.1. Open Market Policies	8
3.2. Binding Authorities	8
4. Fire Statutory Conditions	9-10
4.1. Open Market Policies	10
4.2. Binding Authorities	11
5. Individual Accident & Sickness Policies	12
5.1. Open Market Policies	13
5.2. Binding Authorities	13-14
6. Complaints Handling	14
7. Lloyd's Privacy Policy	14-15
Annexes	
A LSW1550 Identification of Insurer/Action Against Insurer Clause – to be used by a Canadian coverholder	16
B LSW1550-16 Identification de l'Assureur/Action Contre l'Assureur	17
C LSW1551 Identification of Insurer/Action Against Insurer Clause – to be used by a non-Canadian coverholder, including a Lloyd's broker	18

D	LSW1551-16	Identification de l'Assureur/Action Contre l'Assureur	19
E	LSW1544	Subscription Policy: Liability/other insurance	20
F	LSW1544-16	Contrat en Coassurance: Responsabilité/Autres	21
G	LSW1545	Subscription Policy: Property insurance	22-23
H	LSW1545-16	Contrat en Coassurance: Biens	24-25
I	LSW1554	Subscription Policy: Property/Liability/other insurance	26-27
J	LSW1554-16	Contrat en Coassurance: Biens/Responsabilité/Autres	28-29
K	LSW1546	List of Subscribing Companies	30
L	LSW1546-16	Liste des Compagnies Participantes	31
M	LSW1548	Standard Outline Policy for Canada – to be used by a Canadian coverholder	32-33
N	LSW1548-16	Page “Conditions Particulières” Standard du Lloyd’s	34-35
O	LSW1549	Standard Outline Policy for Canada – to be used by a non-Canadian coverholder, including a Lloyd’s broker	36-37
P	LSW1549-16	Page “Conditions Particulières” Standard du Lloyd’s	38-39
Q	LSW1192a	Statutory Conditions (Fire) – all provinces and territories, except Quebec	40-42
R	LSW1193a	Conditions – all provinces and territories, except Quebec	43-46
S	LSW1540	Statutory Conditions – for Accident & Sickness insurance – all provinces and territories, except Quebec	47-49
T	LSW1541	Conditions – for Accident & Sickness Insurance – Quebec only	50-52
U	LSW1541-16	Conditions Générales	53-55
V	LSW1542	Lloyd’s Policyholders’ Complaints Protocol	56
W	LSW1542-16	Protocole relatif aux plaintes à l'Intention des titulaires de police du Lloyd's	57
X	LSW1543	Notice Concerning Personal Information	58
Y	LSW1543-16	Avis relatif aux renseignements personnels	59

1. Documentation for Subscription Business

For the purposes of this section, a ‘subscription policy’ is a contract of insurance, documented by a single policy and covering the same interest, underwritten by Lloyd’s underwriters and non-Lloyd’s insurers (except automobile business, see below). Each insurer accepts a certain share of the risk for a separate premium proportional to the risk assumed by it. **Section 1.2 sets out new wordings with respect to Binding Authority business.**

1.1. Open Market Policies

Please refer to the Non-Marine Collective (Subscription) Policy Scheme, which may be obtained from the LMA.

1.2. Declaration Pages for policies or certificates issued under Binding Authorities

1.2.1. *Introduction*

If subscription business is authorised in accordance with the terms of the binding authority, only declaration pages designed for such subscription policies may be used, together with policy wordings agreed by underwriters. Lloyd’s has not promulgated such declaration pages, however they need to include all the data elements detailed in forms LSW1548, LSW1548-16, LSW1549 and LSW1549-16 (see section 2 below) as appropriate and apply to each risk.

Please note, however, these actual forms **cannot** be used for subscription business as they are designed for policies and certificates insured 100% by Lloyd’s underwriters.

Note: It is illegal in Canada to write automobile business on a subscription basis.

1.2.2. *Identification of Insurer/Action Against Insurer Clause*

A Lloyd’s “Identification of Insurer/Action Against Insurer” clause **must** be included in any subscription policy issued under a binding authority, incepting on or after 1 January 2006. Only one of the following should be selected:

- LSW1550 (English) and LSW1550-16 (the French translation). These are to be used by **Canadian coverholders** when writing subscription business under a Binding Authority. Copies are attached as Annexes A and B respectively; or
- LSW 1551 (English) and LSW1551-16 (the French translation). These are to be used by **non-Canadian coverholders, including Lloyd’s Brokers**. Copies are attached as Annexes C and D respectively.

1.2.3. *Description of Lloyd's Underwriters*

Lloyd's Underwriters are to be described as follows in the 'List of Subscribing Companies':

"Lloyd's Underwriters under Agreement No. _____"

1.2.4. *Subscription policies underwritten by the participating insurers severally*

The forms below conform to statutory Canadian legal requirements. Lloyd's has been advised that they contain the attributes a court would look for in determining that a subscription policy is underwritten by the participating insurers severally. They may be used if agreed by Lloyd's Underwriters, as an alternative to the words stated in sub-paragraph 16 (d), Part F, of the Underwriting Requirements:

- LSW1544 (English) and LSW1544-16 (the French translation). To be used for liability/other insurance. Copies are attached as Annexes E and F respectively.
- LSW1545 (English) and LSW1545-16 (the French translation). To be used for property insurance. Copies are attached as Annexes G and H respectively.
- LSW1554 (English) and LSW 1554-16 (the French translation). To be used for property/liability/other insurance. Copies are attached as Annexes I and J respectively.
- LSW1546 (English) and LSW1546-16 (the French translation). 'List of Subscribing Companies'. Copies are attached as Annexes K and L respectively.

Xchanging Ins-sure Services (XIS) Checking Procedures

There are no XIS checks to be carried out with respect to matters detailed above.

2. Wordings and information relevant only where the coverage is written 100% by Lloyd's underwriters

Provincial and territorial legislation, together with Lloyd's licensing agreements in Canada, require that policies and certificates must contain certain minimum information. **Section 2.1 reminds the market of the information to be included on open market policies and schedules. Section 2.2 informs of a change in practice in relation to declaration pages for policies issued under a Binding Authority.**

2.1. Open Market Policies and Schedules

All open market policies (direct and reinsurance) incepting on or after 1 November 2005, **must** include the information detailed below, either on the schedule or elsewhere in the policy documentation:

- Name of insurer in the form “Certain Lloyd’s Underwriters” or “Underwriting Members of the Syndicate whose definitive numbers and proportions are shown in the table attached” or a similar description
- Insured’s name
- Period of insurance
- Premium
- Limit of liability or amount of insurance, as applicable
- Subject matter of insurance
- Events upon which Underwriting Members become liable
- Statement that “the policy contains a clause which may limit the amount payable”
- Identification of Insurer and Service of Suit Clause in a form approved for use in Canada by Lloyd’s
- All relevant wordings, exclusions and limitations

XIS Checking Procedures

XIS has been instructed to refer to underwriters, via the Lloyd’s broker, any open market policy incepting on or after 1 November 2005 that does not provide within the declaration page or elsewhere in the policy documentation, the minimum information detailed above.

2.2. Declaration pages for policies or certificates issued under Binding Authorities

Current practice requires that the binding authority must contain a specific statement in Section 23 of LMA 3006 that states either, “Policies will conform with the Standard Outline Policy for Canada” or “Policies will include all elements of the Standard Outline Policy for Canada, as agreed by underwriters.”

As part of the contract certainty project, the Standard Outline Policy for Canada has been reviewed and replaced by the following:

- LSW1548 (English) and LSW1548-16 (the French translation). These are to be used by **Canadian coverholders**. Copies are attached as Annexes M and N respectively; or
- LSW1549 (English) and LSW1549-16 (the French translation). These are to be used by **non-Canadian coverholders, including Lloyd’s Brokers**. Copies are attached as Annexes O and P respectively.

All binding authorities incepting on or after 1 January 2006, covering Canadian business, should ensure policies contain no less than the provisions and information contained in LSW1548, LSW1548-16, LSW1549 or LSW1549-16, as appropriate. Policies do not need to match exactly, but the information **must** include: use of the licensed name “Certain Lloyd’s Underwriters”, name of the coverholder and the Identification of Insurer and Service of Suit Clause, which are all mandatory requirements.

XIS Checking Procedures

XIS has been instructed to refer to underwriters, via the Lloyd’s broker, any binding authority covering Canadian business incepting on or after 1 January 2006 that does not state that policies will contain no less than the provisions and information contained in LSW1548, LSW1548-16, LSW1549 or LSW1549-16 (as appropriate).

This check relates solely to Canadian policies i.e. where the main policyholder is domiciled in Canada. Where there is a Canadian element in a global policy but the whole policy does not qualify as a Canadian risk, then XIS will not query the absence of the detailed information listed above.

3. Law and Jurisdiction (policies or certificates incepting on or after 1 November 2005)

Contract certainty requires all policies or certificates to include a law and jurisdiction clause.

3.1. Open Market Policies

Policies **must** contain a law and jurisdiction statement similar to the following:

“This policy will be subject to the law and jurisdiction of a Canadian province or territory as determined by the relevant Insurance Act(s).”

XIS Checking Procedures

XIS has been instructed to refer to underwriters, via the Lloyd’s broker, any policy which does not provide for a law and jurisdiction statement similar to the above.

This check relates solely to Canadian policies i.e. where the main policyholder is domiciled in Canada. Where there is a Canadian element to a global policy but the whole policy does not qualify as a Canadian risk, XIS will not query the absence of a statement.

3.2. Binding Authorities

Where a binding authority wording **other than LMA3006** is used for a binding authority covering Canadian business it **must** contain a provision similar to the following:

“All insurances bound hereunder shall be subject to the law and jurisdiction of a Canadian province or territory as determined by the relevant Insurance Act(s).”

XIS Checking Procedures

XIS has been instructed to refer to underwriters, via the Lloyd’s broker, any binding authority which does not provide for a law and jurisdiction statement similar to the above.

This check relates solely to binding authority contracts that can accept Canadian business i.e. where the main policyholder is domiciled in Canada.

4. Fire Statutory Conditions

[Market Bulletin Y3222](#), issued 22 December 2003 advised that it was a statutory requirement in all provinces and territories for Canadian ‘fire’ policies¹ to include certain conditions referred to as the ‘Fire Statutory Conditions’. **This situation has not changed. Revised wordings have been produced only to reflect the repeal by Saskatchewan of the requirement on ‘actions and proceedings’, please see below.**

- LSW1192 - Statutory Conditions only: contains the mandatory wordings required by all provinces and territories, except Quebec. This has been updated, following repeal of the Saskatchewan requirement on ‘actions and proceedings’ (Statutory Condition 14). Attached as Annex Q is the revised wording LSW1192a.

¹ The statutory definition of a ‘fire policy’ is: insurance against loss or damage to property through fire, lightning or explosion due to ignition. The provisions governing Fire insurance do not apply to the following:

- (a) insurance falling within the classes of aircraft, automobile, boiler and machinery, inland transportation, marine, plate glass, sprinkler leakage and theft insurance;
- (b) where the subject matter of the insurance is rents, charges or loss of profits;
- (c) where the peril of fire is an incidental peril to the coverage provided; or
- (d) where the subject matter of the insurance is property that is insured by an insurer or group of insurers primarily as a nuclear risk under an insurance covering against loss of or damage to the property resulting from nuclear reaction or nuclear radiation and from other perils.
- (e) Unless the Contract of Insurance specifically provides, it does not cover the insured property against loss or damage caused by contamination by radioactive material directly or indirectly resulting from fire, lightning or explosion.

- LSW1193 – Conditions: this includes the ‘Statutory Conditions’, together with several ‘Additional Conditions’ that offer further protection to underwriters. The ‘Additional Conditions’ will only be enforced by a court if contained in the policy. This has been updated following repeal of the Saskatchewan requirement on ‘actions and proceedings’ (Statutory Condition 14). Attached as Annex R is the revised wording LSW1193a.

Note: All policies and certificates must contain LSW1192a or LSW1193a, or equivalent text, or the specific statutory conditions of the province or territory concerned.

- LSW1194 – General Conditions, no change, provided for information only: containing the equivalent of the ‘Conditions’ (LSW1193a above) for Quebec. A copy of this wording was provided with the Market Bulletin referred to above.

Note: LSW1194 is not a mandatory wording.

- LSW1194-16 – Conditions Generales, no change, provided for information only: the French translation of LSW1194. A copy of this wording was provided with the Market Bulletin referred to above.

Note: LSW1194-16 is not a mandatory wording.

These forms should be used in the circumstances described in 4.1 and 4.2 below:

4.1. Open Market Policies (incepting on or after 1 November 2005)

<i>Policies covering property against the peril of fire only or covering property where fire is an additional named peril (applicable to policies issued in all provinces or territories except Quebec).</i>	
Procedure	Policies must contain LSW1192a or LSW1193a or equivalent text, or the specific Statutory Conditions of the province or territory concerned.
XIS Check	XIS has been instructed to refer to underwriters, via the Lloyd’s broker, any such policy that does not include LSW1192a or LSW1193a or equivalent text, or the specific Statutory Conditions of the province or territory concerned. Note: Open market policies incepting before 1 November 2005 that include LSW1192a or LSW1193a, will be accepted by XIS.

<i>Policies covering property, where fire is an incidental peril (applicable to policies issued in all provinces or territories except Quebec).</i>	
Procedure	At underwriters’ discretion, LSW1192a or LSW1193a may be included in such policies but entitled “Conditions” rather than “Statutory Conditions”.
XIS Check	None apply.

<i>Policies covering property against the peril of fire only or covering property where fire is an additional named peril or incidental peril (applicable to Quebec policies only).</i>	
Procedure	As Quebec law provides for the Statutory Conditions to be read into policies, it is not necessary to include them but at the underwriters' discretion, LSW1194 or LSW1194-16 may be included in the policy.
XIS Check	None apply.

4.2. Binding Authorities (incepting on or after 1 November 2005)

<i>Where a binding authority accepts declarations covering property² against the peril of fire only or covering property where fire is an additional named peril (applicable to policies or certificates³ issued in all provinces and territories except Quebec).</i>	
Procedure	Binding authorities must provide that all policies or certificates contain LSW1192a or LSW1193a or equivalent text, or the specific Statutory Conditions of the province or territory concerned.
XIS Check	XIS has been instructed to refer to underwriters, via the Lloyd's broker, any binding authority that clearly identifies that it will be accepting such business, if it does not provide that LSW1192a or LSW1193a or equivalent text, or the specific Statutory Conditions of the province or territory are included in the wording of such policies or certificates. Note: Binding authorities incepting before 1 November 2005 that include LSW1192a or LSW1193a, will be accepted by XIS.

<i>Where a binding authority accepts declarations covering property, where fire is an incidental peril (applicable to policies or certificates issued in all provinces or territories except Quebec).</i>	
Procedure	Binding authorities may provide, at the underwriters' discretion, for LSW1192a or LSW1193a to be included in such policies or certificates but entitled "Conditions" rather than "Statutory Conditions".
XIS Check	None apply.

² 'Canadian property' is deemed to mean any fixed property located in Canada, including onshore energy risks. It also includes any moveable property whilst it is located in Canada, with the exception of such property in transit. For example, a policy covering goods produced by the insured and held in his warehouse would be regarded as 'Canadian property'. However, a policy covering the same goods as cargo in transit from the insured's warehouse to the buyer's premises would not.

³ Generally, a policy is deemed to be subject to the common law of a specific province or territory, when the subject matter of the policy is property in that province or territory, or an insurable interest of a person resident in that province or territory.

<i>Where a binding authority accepts declarations covering property against the peril of fire only or covering property where fire is an additional named peril or an incidental peril (applicable to Quebec policies or certificates⁴ only).</i>	
Procedure	As Quebec law provides for the ‘Statutory Conditions’ to be read into policies, it is not necessary to include them but, at the underwriters’ discretion, LSW1194 or LSW1194-16 may be included in all policies or certificates relating thereto.
XIS Check	None apply.

5. Individual Accident and Sickness Policies

Except in Quebec, provincial and territorial laws provide that **Individual** accident and sickness policies are subject to and **must** contain the ‘Accident & Sickness Statutory Conditions’ outlined in the section of the relevant provincial or territorial insurance act covering “Accident Insurance” and/or “Sickness Insurance.” **This situation has not changed. However, Lloyd’s has revised the discretionary wording only to reflect the repeal by Saskatchewan of the requirement on ‘Limitation of Actions’ as explained below.**

The wordings outlined in the provincial statutes are not uniform, however, a generic wording which conforms to them has previously been provided through LPO206a.

LPO206a has been updated, following repeal of the Saskatchewan requirement on ‘Limitation of Actions’ (Statutory Condition 12). Attached as Annex S is the revised wording LSW1540.

Note: The provincial and territorial insurance acts permit variations to the Accident and Sickness Statutory Conditions in certain circumstances (such as a condition not being relevant to the benefits provided by the policy) and it is therefore permissible to amend the text of LSW1540. Underwriters should check against the relevant insurance act to determine when such variation is permitted.

In Quebec, although there are no “Accident & Sickness Statutory Conditions” as such, any contractual provision that purports to grant the beneficiary of the insurance fewer rights than are granted by the provisions of Chapter XV (Insurance) of the Quebec Civil Code, or any stipulation that derogates from the rules on insurable interest is null and void. LPO206 provided a set of Accident & Sickness conditions, similar to the ‘Accident & Sickness Statutory Conditions’ which conform to the provisions of Chapter XV.

The opportunity has been taken to allocate a LSW number to LPO206. However, there is no change to the wording itself. The revised wordings LSW1541 (English) and LSW1541-16 (the French translation) are attached as Annexes T and U respectively.

⁴ Generally, a policy is deemed to be a Quebec policy when the subject matter of the policy is property in Quebec, or an insurable interest of a person resident in Quebec.

These forms should be used in the circumstances described in 5.1 and 5.2 below:

5.1. Open Market Policies (incepting on or after 1 November 2005)

<i>Individual accident and sickness policies (applicable to policies issued in all provinces and territories except Quebec).</i>	
Procedure	Policies must provide that all policies contain LSW1540 or equivalent text, or the specific Statutory Conditions of the province or territory concerned, or permissible extracts therefrom.
XIS Check	XIS has been instructed to refer to underwriters, via the Lloyd's broker, any such policy that does not include LSW1540 or equivalent text, or the specific Statutory Conditions of the province or territory or permissible extracts therefrom. Note: Open market policies incepting before 1 November 2005 that include LSW1540 will be accepted by XIS.

<i>Individual accident and sickness policies (applicable to Quebec policies only).</i>	
Procedure	As there are no Quebec 'Statutory Conditions', it is not necessary to include LSW1541 or LSW1541-16 or equivalent text, but at the underwriters' discretion they may be included in the policy to conform to the provisions of Chapter XV of the Quebec Civil Code.
XIS Check	None apply.

5.2. Binding Authorities (incepting on or after 1 November 2005)

<i>Where a binding authority accepts declarations covering individual accident and sickness business (applicable to policies or certificates issued in all provinces or territories except Quebec).</i>	
Procedure	Binding authorities must provide that all policies or certificates contain LSW1540 or equivalent text, or the specific Statutory Conditions of the province or territory concerned, or permissible extracts therefrom.
XIS Check	XIS has been instructed to refer to underwriters, via the Lloyd's broker, any binding authority that clearly identifies it will be accepting such business, if it does not provide that LSW1540 or equivalent text, or the specific Statutory Conditions of the province or territory concerned, or permissible extracts therefrom are included in the wording of such policies or certificates. Note: Binding authorities incepting before 1 November 2005 that include LSW1540 will be accepted by XIS.

<i>Where a binding authority accepts declarations covering individual accident and sickness business (applicable to Quebec policies or certificates only).</i>	
Procedure	As there are no Quebec ‘Statutory Conditions’, it is not necessary to include LSW1541 or LSW1541-16 or equivalent text, but at the underwriters’ discretion they may be included in policies or certificates to conform with Chapter XV of the Quebec Civil Code..
XIS Check	None apply.

6. **Complaints Handling**

[Market Bulletin Y3176](#), issued on 6 November 2003, advised new procedures for handling complaints. **There is no change to this, however, ‘Lloyd’s Policyholders’ Complaints Protocol for Canadian Business’ mentioned therein has now been promulgated as:**

- LSW1542 (English) and LSW1542-16 (the French translation). Copies are attached as Annexes V and W respectively.

Policyholders have a statutory right in Canada to a copy of an insurers’ complaints policy. Where an insured has requested a copy of Lloyd’s Underwriters’ complaints policy, either LSW1542 or LSW1542-16 (as appropriate) should be provided to the insured by the Canadian broker or, in the case of direct assured business, by the Lloyd’s broker.

Although not a legal requirement, you may wish to consider the inclusion of LSW1542 or LSW1542-16 in the policy, as best practice.

XIS Checking Procedures

There is no XIS check carried out with regards this matter.

7. **Lloyd’s Privacy Policy**

[Market Bulletin Y3212](#), issued on 15 December 2003, advised that with effect from 1 January 2004 Lloyd’s Underwriters became subject to the provisions of the Personal Information Protection and Electronic Documents Act (“PIPEDA”). This statute set down certain requirements in respect of the collection, use and disclosure of “personal information”. A personal information protection policy (the ‘policy’) has been developed in connection with personal information collected, used and disclosed by Lloyd’s and Lloyd’s underwriters in Canada. **There is no change to this, however, this policy has now been promulgated as:**

- LSW1543 (English) and LSW1543-16 (the French translation). Copies attached as Annexes X and Y respectively.

Where an insured has requested the inclusion of a privacy notice to their policy or claims documentation either LSW1543 or LSW1543-16 should be included.

Although not a legal requirement, you may wish to consider the inclusion of LSW1543 or LSW1543-16 in the policy, as best practice.

XIS Checking Procedures

There is no XIS check carried out with regards this matter.

LLOYD'S**IDENTIFICATION OF INSURER / ACTION AGAINST
INSURER**

Lloyd's Approved Coverholder ("the Coverholder"):

[Insert name and complete address of Canadian Coverholder]

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec H3B 2V6.

NOTICE

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

05/07

LSW1550

LLOYD'S

**IDENTIFICATION DE L'ASSUREUR / ACTION CONTRE
L'ASSUREUR**

Courtier mandataire agréé du Lloyd's (« Courtier mandataire »)
**[Insérer le nom et l'adresse complète du Courtier mandataire
canadien]**

Lorsque LES SOUSCRIPTEURS DU LLOYD'S sont des coassureurs à la police d'assurance, la clause qui suit s'applique à eux :

IDENTIFICATION DE L'ASSUREUR / ACTION CONTRE L'ASSUREUR

La présente assurance a été souscrite conformément à l'autorisation accordée au Courtier mandataire par les Souscripteurs des Syndicats du Lloyd's dont les numéros et pourcentages figurent au tableau annexé à l'Accord contractuel indiqué dans la liste des compagnies participantes (ci-après appelés « les Souscripteurs »). Les Souscripteurs garantissent chacun pour sa part et sans solidarité entre eux, proportionnellement aux divers montants souscrits à l'Accord contractuel par chacun d'eux.

Dans toute action en exécution des obligations des Souscripteurs, la désignation « Les Souscripteurs du Lloyd's » sera une désignation qui liera les Souscripteurs comme si chacun d'eux avait été nommé individuellement comme défendeur. La signification de telles procédures peut être valablement faite au fondé de pouvoir au Canada pour Les Souscripteurs du Lloyd's, dont l'adresse pour une telle signification est le 1155, rue Metcalfe, bureau 1540, Montréal, Québec H3B 2V6.

AVIS

Les avis destinés aux Souscripteurs peuvent être valablement donnés au Courtier mandataire.

05/07
LSW1550-16

LLOYD'S**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

Lloyd's Approved Coverholder ("the Coverholder"):
[Insert name and complete address of Non-Canadian Coverholder, or Lloyd's Broker if acting as Coverholder]

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Underwriters may be validly given to: **[Insert name and complete address of Canadian licenced intermediary]**

05/07

LSW1551

LLOYD'S

IDENTIFICATION DE L'ASSUREUR / ACTION CONTRE L'ASSUREUR

Courtier mandataire agréé du Lloyd's («Courtier mandataire »)
[Insérer le nom et l'adresse complète du Courtier mandataire non canadien, ou du Courtier du Lloyd's si ce dernier agit comme Courtier mandataire]

Lorsque LES SOUSCRIPTEURS DU LLOYD'S sont des co-assureurs sur la police d'assurance, ce qui suit s'applique à eux :

IDENTIFICATION DE L'ASSUREUR / ACTION CONTRE L'ASSUREUR

La présente assurance a été souscrite conformément à l'autorisation accordée au Courtier mandataire par les Souscripteurs des Syndicats du Lloyd's dont les numéros et pourcentages figurent au tableau annexé à l'Accord contractuel indiqué dans la liste des compagnies participantes (ci-après appelés « les Souscripteurs »). Les Souscripteurs garantissent chacun pour sa part et sans solidarité entre eux, proportionnellement aux divers montants souscrits à l'Accord contractuel par chacun d'eux.

Dans toute action en exécution des obligations des Souscripteurs, la désignation « Les Souscripteurs du Lloyd's » sera une désignation qui liera les Souscripteurs comme si chacun d'eux avait été nommé individuellement comme défendeur. La signification de telles procédures peut être valablement faite au fondé de pouvoir au Canada pour Les Souscripteurs du Lloyd's, dont l'adresse pour telle signification est le 1155, rue Metcalfe, bureau 1540, Montréal, Québec H3B 2V6.

AVIS

Les avis destinés aux Souscripteurs peuvent être valablement donnés au: **[Insérer le nom et l'adresse complète de l'intermédiaire canadien agréé]**

05/07

LSW1551-16

SUBSCRIPTION POLICY

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS", the Premium set against its name in the List of Subscribing Companies (attached hereto),

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned on the Declarations page(s).

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference shall be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

IN WITNESS WHEREOF THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

Liability/Other

07/05

LSW1544

CONTRAT EN COASSURANCE

EN CONSIDÉRATION DU FAIT QUE L'ASSURÉ a payé ou a convenu de payer à chacun des ASSUREURS mentionnés dans la Liste des compagnies participantes faisant partie des présentes, ou aux ASSUREURS dont les noms ont été substitués ou ajoutés à ladite Liste par avenant, ci-après appelés « LES ASSUREURS », la Prime apparaissant à côté du nom de chaque Assureur sur la Liste des compagnies participantes (ci-jointe),

LES ASSUREURS, séparément mais non solidairement, conviennent, chacun pour le (les) Montant(s) assuré(s) ou le (les) Pourcentage(s) et pour la (les) Garantie(s) assurée(s) apparaissant à côté du nom de chaque Assureur sur la Liste des compagnies participantes et toujours sujet aux termes et conditions de cette Police que, dans l'éventualité d'une perte pour laquelle une assurance est prévue par cette Police à tout moment pendant qu'elle est en vigueur, ils indemniseront l'ASSURÉ pour les pertes ainsi causées ; la responsabilité individuelle de chaque Assureur pour des telles pertes étant limitée à la proportion de la perte payable en vertu des termes et conditions de cette Police que le Montant assuré ou le montant correspondant au Pourcentage apparaissant à côté de son nom dans la Liste des compagnies participantes, ou quelque autre montant ou pourcentage qui pourrait y être substitué par avenant, représente par rapport au total des montants assurés ou des montants correspondant aux pourcentages des montants assurés respectivement spécifiés en rapport de la garantie à la (aux) page(s) de Conditions particulières.

Dans tous les cas où, dans ce contrat d'assurance, ou tout avenant joint aux présentes, il est fait référence aux mots « La Compagnie », L'Assureur », « Cette Compagnie », « nous », ou « nos », cette référence désigne chacun des Assureurs séparément.

Ce contrat d'assurance est fait et accepté sujet aux dispositions qui précèdent, et aux autres dispositions, stipulations et conditions contenues aux présentes, auxquelles il est fait spécialement référence et lesquelles font partie de ce contrat d'assurance, de même que toutes les autres dispositions, ententes ou conditions qui peuvent être jointes ou ajoutées aux présentes.

EN FOI DE QUOI, LES ASSUREURS par l'entremise de leur(s) représentant(s) dûment autorisé(s) à cette fin par LES ASSUREURS ont exécuté et signé ce contrat d'assurance.

Responsabilité/Autres

07/05
LSW1544-16

SUBSCRIPTION POLICY

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS", the Premium set against its name in the List of Subscribing Companies (attached hereto),

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned on the Declarations page(s).

That as regards each item of property insured which is lost or damaged at any time while this Policy is in force by a peril for which insurance is provided by the terms and conditions of this Policy, the liability of each Insurer individually shall be limited to whichever is the least of:

- (a) that proportion of the actual cash value of the property at the time of the loss, destruction or damage which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual Insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril, or
- (b) that proportion of the interest of THE INSURED in the property which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this policy in respect of that property against that peril, or
- (c) that proportion of the limit of insurance stipulated in respect of the property lost, destroyed or damaged which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril,

Provided however, that where the insurance applies to the property of more than one person or interest THE INSURERS' total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this Policy as set out above, no Insurer shall be liable for a greater proportion of any loss or damage to the property insured, than the sum insured by such Insurer bears to:

- (a) that percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) the Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to “The Company”, “The Insurer”, “This Company”, “we”, “us”, or “our”, reference shall be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

IN WITNESS WHEREOF THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

Property

07/05
LSW1545

CONTRAT EN COASSURANCE

EN CONSIDÉRATION DU FAIT QUE L'ASSURÉ a payé ou a convenu de payer à chacun des ASSUREURS mentionnés dans la Liste des compagnies participantes faisant partie des présentes, ou aux ASSUREURS dont les noms ont été substitués ou ajoutés à ladite Liste par avenant, ci-après appelés « LES ASSUREURS », la Prime apparaissant à côté du nom de chaque Assureur sur la Liste des compagnies participantes (ci-jointe),

LES ASSUREURS, séparément mais non solidairement, conviennent, chacun pour le (les) Montant(s) assuré(s) ou le (les) Pourcentage(s) et pour la (les) Garantie(s) assurée(s) apparaissant à côté du nom de chaque Assureur sur la Liste des compagnies participantes et toujours sujet aux termes et conditions de cette Police que, dans l'éventualité d'une perte pour laquelle une assurance est prévue par cette Police à tout moment pendant qu'elle est en vigueur, ils indemniseront l'ASSURÉ pour les pertes ainsi causées ; la responsabilité individuelle de chaque Assureur pour des telles pertes étant limitée à la proportion de la perte payable en vertu des termes et conditions de cette Police que le Montant assuré ou le montant correspondant au Pourcentage apparaissant à côté de son nom dans la Liste des compagnies participantes, ou quelque autre montant ou pourcentage qui pourrait y être substitué par avenant, représente par rapport au total des montants assurés ou des montants correspondant aux pourcentages des montants assurés respectivement spécifiés en rapport de la garantie à la (aux) page(s) de Conditions particulières.

En ce qui concerne chaque item de biens assurés qui sont perdus ou endommagés, à tout moment pendant que cette Police est en vigueur, par un risque pour lequel une assurance a été prévue par les termes et conditions de cette Police, la responsabilité individuelle de chaque Assureur sera limitée au moindre de:

- (a) la proportion de la valeur du bien au moment de la perte, de la destruction ou du dommage que représente le rapport qui existe entre le montant assuré en vertu de cette Police pour ce bien contre ce risque qui correspond à la proportion individuelle de l'Assureur du montant total assuré pour la garantie en question tel qu'il appert de l'entrée apparaissant à côté de son nom sur la Liste des compagnies participantes, et le montant total assuré en vertu de cette Police pour ce bien contre ce risque, ou
- (b) la proportion de l'intérêt de l'ASSURÉ dans le bien que représente le rapport qui existe entre le montant assuré en vertu de cette Police pour ce bien contre ce risque qui correspond à la proportion individuelle de l'Assureur du montant total assuré pour la garantie en question tel qu'il appert de l'entrée apparaissant à côté de son nom sur la Liste des compagnies participantes, et le montant total assuré en vertu de cette Police pour ce bien contre ce risque, ou
- (c) la proportion de la limite d'assurance stipulée pour le bien perdu, détruit ou endommagé que représente le rapport qui existe entre le montant assuré en vertu de cette Police pour ce bien contre ce risque qui correspond à la proportion individuelle de l'Assureur du montant total assuré pour la garantie en question tel qu'il appert de l'entrée apparaissant à côté de son nom sur la Liste des compagnies participantes, et le montant total assuré en vertu de cette Police pour ce bien contre ce risque,

Pourvu cependant que, lorsque l'assurance s'applique aux biens de plus d'une personne ou d'un intérêt, la responsabilité totale des ASSUREURS pour la perte subie par toutes ces personnes et intérêts sera limitée, pour l'ensemble, à la limite ou aux limites de responsabilité spécifiée(s).

Si ce contrat d'assurance contient une Règle proportionnelle ou une Règle proportionnelle à montant garanti (à montant stipulé) et sujet toujours à la limite de responsabilité de chaque Assureur correspondant au pourcentage du montant assuré en vertu de cette Police tel que spécifié ci-haut, aucun Assureur ne sera responsable pour une plus grande proportion de quelque perte ou quelque dommage aux biens assurés que la proportion que représente le montant assuré par cet Assureur par rapport :

- (a) au pourcentage de la valeur dudit bien au moment de la perte spécifié dans la Règle proportionnelle; ou
- (b) au montant garanti (montant stipulé) de l'assurance totale indiqué dans la Règle proportionnelle à montant garanti (à montant stipulé), selon le cas.

Si l'assurance prévue dans cette Police est séparée en deux ou plusieurs items, ce qui précède s'applique à chaque item séparément.

Dans tous les cas où, dans ce contrat d'assurance, ou tout avenant joint aux présentes, il est fait référence aux mots « La Compagnie », L'Assureur », « Cette Compagnie », « nous », ou « nos », cette référence désigne chacun des Assureurs séparément.

Ce contrat d'assurance est fait et accepté sujet aux dispositions qui précèdent, et aux autres dispositions, stipulations et conditions contenues aux présentes, auxquelles il est fait spécialement référence et lesquelles font partie de ce contrat d'assurance, de même que toutes les autres dispositions, ententes ou conditions qui peuvent être jointes ou ajoutées aux présentes.

EN FOI DE QUOI, LES ASSUREURS par l'entremise de leur(s) représentant(s) dûment autorisé(s) à cette fin par LES ASSUREURS ont exécuté et signé ce contrat d'assurance.

Biens

07/05
LSW1545-16

SUBSCRIPTION POLICY

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS", the Premium set against its name in the List of Subscribing Companies (attached hereto),

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned on the Declarations page(s).

That as regards each item of property insured which is lost or damaged at any time while this Policy is in force by a peril for which insurance is provided by the terms and conditions of this Policy, the liability of each Insurer individually shall be limited to whichever is the least of:

- (a) that proportion of the actual cash value of the property at the time of the loss, destruction or damage which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual Insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril, or
- (b) that proportion of the interest of THE INSURED in the property which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this policy in respect of that property against that peril, or
- (c) that proportion of the limit of insurance stipulated in respect of the property lost, destroyed or damaged which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril,

Provided however, that where the insurance applies to the property of more than one person or interest THE INSURERS' total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this Policy as set out above, no Insurer shall be liable for a greater proportion of any loss or damage to the property insured, than the sum insured by such Insurer bears to:

- (a) that percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) the Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to “The Company”, “The Insurer”, “This Company”, “we”, “us”, or “our”, reference shall be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

IN WITNESS WHEREOF THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

Property/Liability/Other

07/05
LSW1554

CONTRAT EN COASSURANCE

EN CONSIDÉRATION DU FAIT QUE L'ASSURÉ a payé ou a convenu de payer à chacun des ASSUREURS mentionnés dans la Liste des compagnies participantes faisant partie des présentes, ou aux ASSUREURS dont les noms ont été substitués ou ajoutés à ladite Liste par avenant, ci-après appelés « LES ASSUREURS », la Prime apparaissant à côté du nom de chaque Assureur sur la Liste des compagnies participantes (ci-jointe),

LES ASSUREURS, séparément mais non solidairement, conviennent, chacun pour le (les) Montant(s) assuré(s) ou le (les) Pourcentage(s) et pour la (les) Garantie(s) assurée(s) apparaissant à côté du nom de chaque Assureur sur la Liste des compagnies participantes et toujours sujet aux termes et conditions de cette Police que, dans l'éventualité d'une perte pour laquelle une assurance est prévue par cette Police à tout moment pendant qu'elle est en vigueur, ils indemniseront l'ASSURÉ pour les pertes ainsi causées ; la responsabilité individuelle de chaque Assureur pour des telles pertes étant limitée à la proportion de la perte payable en vertu des termes et conditions de cette Police que le Montant assuré ou le montant correspondant au Pourcentage apparaissant à côté de son nom dans la Liste des compagnies participantes, ou quelque autre montant ou pourcentage qui pourrait y être substitué par avenant, représente par rapport au total des montants assurés ou des montants correspondant aux pourcentages des montants assurés respectivement spécifiés en rapport de la garantie à la (aux) page(s) de Conditions particulières.

En ce qui concerne chaque item de biens assurés qui sont perdus ou endommagés, à tout moment pendant que cette Police est en vigueur, par un risque pour lequel une assurance a été prévue par les termes et conditions de cette Police, la responsabilité individuelle de chaque Assureur sera limitée au moindre de:

- (a) la proportion de la valeur du bien au moment de la perte, de la destruction ou du dommage que représente le rapport qui existe entre le montant assuré en vertu de cette Police pour ce bien contre ce risque qui correspond à la proportion individuelle de l'Assureur du montant total assuré pour la garantie en question tel qu'il appert de l'entrée apparaissant à côté de son nom sur la Liste des compagnies participantes, et le montant total assuré en vertu de cette Police pour ce bien contre ce risque, ou
- (b) la proportion de l'intérêt de l'ASSURÉ dans le bien que représente le rapport qui existe entre le montant assuré en vertu de cette Police pour ce bien contre ce risque qui correspond à la proportion individuelle de l'Assureur du montant total assuré pour la garantie en question tel qu'il appert de l'entrée apparaissant à côté de son nom sur la Liste des compagnies participantes, et le montant total assuré en vertu de cette Police pour ce bien contre ce risque, ou
- (c) la proportion de la limite d'assurance stipulée pour le bien perdu, détruit ou endommagé que représente le rapport qui existe entre le montant assuré en vertu de cette Police pour ce bien contre ce risque qui correspond à la proportion individuelle de l'Assureur du montant total assuré pour la garantie en question tel qu'il appert de l'entrée apparaissant à côté de son nom sur la Liste des compagnies participantes, et le montant total assuré en vertu de cette Police pour ce bien contre ce risque,

Pourvu cependant que, lorsque l'assurance s'applique aux biens de plus d'une personne ou d'un intérêt, la responsabilité totale des ASSUREURS pour la perte subie par toutes ces personnes et intérêts sera limitée, pour l'ensemble, à la limite ou aux limites de responsabilité spécifiée(s).

Si ce contrat d'assurance contient une Règle proportionnelle ou une Règle proportionnelle à montant garanti (à montant stipulé) et sujet toujours à la limite de responsabilité de chaque Assureur correspondant au pourcentage du montant assuré en vertu de cette Police tel que spécifié ci-haut, aucun Assureur ne sera responsable pour une plus grande proportion de quelque perte ou quelque dommage aux biens assurés que la proportion que représente le montant assuré par cet Assureur par rapport:

- (a) au pourcentage de la valeur dudit bien au moment de la perte spécifié dans la Règle proportionnelle; ou
- (b) au montant garanti (montant stipulé) de l'assurance totale indiqué dans la Règle proportionnelle à montant garanti (à montant stipulé), selon le cas.

Si l'assurance prévue dans cette Police est séparée en deux ou plusieurs items, ce qui précède s'applique à chaque item séparément.

Dans tous les cas où, dans ce contrat d'assurance, ou tout avenant joint aux présentes, il est fait référence aux mots « La Compagnie », L'Assureur », « Cette Compagnie », « nous », ou « nos », cette référence désigne chacun des Assureurs séparément.

Ce contrat d'assurance est fait et accepté sujet aux dispositions qui précèdent, et aux autres dispositions, stipulations et conditions contenues aux présentes, auxquelles il est fait spécialement référence et lesquelles font partie de ce contrat d'assurance, de même que toutes les autres dispositions, ententes ou conditions qui peuvent être jointes ou ajoutées aux présentes.

EN FOI DE QUOI, LES ASSUREURS par l'entremise de leur(s) représentant(s) dûment autorisé(s) à cette fin par LES ASSUREURS ont exécuté et signé ce contrat d'assurance.

Biens/Responsabilité/Autres

07/05
LSW1554-16

LIST OF SUBSCRIBING COMPANIES

Attaching to and forming part of Policy No.

THE INSURERS	Coverage(s) Insured	Sums(s) Insured or Percentage(s)	Premium
Lloyd's Underwriters, under Agreement No.			
Per:			
Per:			
Per:			
Per:			
Per:			
Per:			
		TOTAL PREMIUM	

07/05
LSW1546

LISTE DES COMPAGNIES PARTICIPANTES

Annexe faisant partie intégrante de la police N°.

LES ASSUREURS	Garantie(s) assurée(s)	Montant(s) assuré(s) ou Pourcentage(s)	Prime
Les souscripteurs du Lloyd's, en vertu de l'Accord contractuel N°			
Par:			
Par:			
Par:			
Par:			
Par:			
Par:			
		PRIME TOTALE	

07/05
LSW1546-16

LLOYD'S	[Insert class] INSURANCE Effected with certain Lloyd's Underwriters [Insert term used in coverage wordings attached, eg: "the company", "the insurer", etc.] through Lloyd's Approved Coverholder ("the Coverholder"): [Insert name and complete address of Canadian Coverholder]
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DECLARATIONS

POLICY NO:

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

from:

to:

(both days at 12:01 a.m. Standard Time at the Address of the Insured).

PREMIUM:

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

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

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

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

In any action to enforce the obligations of the Underwriters they can be designated or named as “Lloyd’s Underwriters” and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd’s Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 1540, Montreal, Quebec H3B 2V6.

NOTICE

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

In witness whereof this policy has been signed as authorized by the Underwriters, by **[Insert name of Canadian Coverholder]**.

Per

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

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

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

07/05
LSW1548

LLOYD'S

ASSURANCE [Insérer la catégorie]

Souscrite auprès de certains Souscripteurs du Lloyd's [Insérer le terme utilisé dans les documents d'assurance ci-joints, par exemple, « la compagnie », « l'assureur », etc.] par

l'intermédiaire du

Courtier mandataire agréé du Lloyd's (« Courtier mandataire »)

[Insérer le nom et l'adresse complète du Courtier mandataire canadien]

CONDITIONS PARTICULIÈRES**N° DE POLICE****NOM DE L'ASSURÉ :****ADRESSE DE L'ASSURÉ :****PÉRIODE D'ASSURANCE :****du :****au :**

(les deux jours à 0 h 01, heure normale à l'adresse de l'assuré)

PRIME : _____ \$**MONTANT DE GARANTIE :** _____ \$

Ce contrat d'assurance est composé de cette page de Conditions particulières ainsi que des formulaires, intercalaires et avenants ci-joints.

IDENTIFICATION DE L'ASSUREUR / ACTION CONTRE L'ASSUREUR

La présente assurance a été souscrite conformément à l'autorisation accordée au Courtier mandataire par les Souscripteurs des Syndicats du Lloyd's dont les numéros et pourcentages figurent au tableau annexé à l'Accord contractuel n° [insérer le numéro] (ci-après appelés « les Souscripteurs »). Les Souscripteurs garantissent chacun pour sa part et sans solidarité entre eux, proportionnellement aux divers montants souscrits à l'Accord contractuel par chacun d'eux.

Dans toute action en exécution des obligations des Souscripteurs, la désignation « Les Souscripteurs du Lloyd's » sera une désignation qui liera les Souscripteurs comme si chacun d'eux avait été nommé individuellement comme défendeur. La signification de telles procédures peut être valablement faite au fondé de pouvoir au Canada pour Les Souscripteurs du Lloyd's, dont l'adresse pour une telle signification est le 1155, rue Metcalfe, bureau 1540, Montréal, Québec H3B 2V6.

AVIS

Les avis destinés aux Souscripteurs peuvent être valablement donnés au Courtier mandataire.

En foi de quoi ce document a été signé avec l'autorisation des Souscripteurs, par [Insérer le nom du Courtier mandataire canadien]

Par

L'assuré est prié de lire cette police et, en cas d'erreur, de la retourner immédiatement pour correction.

Tout événement susceptible de mettre en jeu la présente assurance doit être immédiatement déclaré au Courtier mandataire dont le nom et l'adresse sont indiqués ci-dessus. Toutes les demandes de renseignements et tous les différends doivent également être communiqués à ce Courtier mandataire.

CETTE POLICE CONTIENT UNE CLAUSE POUVANT LIMITER LE MONTANT DE L'INDEMNITÉ

07/05
LSW1548-16

<u>LLOYD'S</u>	[Insert class] INSURANCE Effected with certain Lloyd's Underwriters [Insert term used in coverage wordings attached, eg: "the company", "the insurer", etc.] through Lloyd's Approved Coverholder ("the Coverholder"): [Insert name and complete address of Non-Canadian Coverholder, or Lloyd's Broker if acting as Coverholder]
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DECLARATIONS

POLICY NO:

NAME OF CANADIAN INTERMEDIARY: [Insert name of Canadian licenced intermediary]

INSURED NAME:

INSURED ADDRESS:

PERIOD OF INSURANCE:

from:

to:

(both days at 12:01 a.m. Standard Time at the Address of the Insured).

PREMIUM:

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

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

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

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

In any action to enforce the obligations of the Underwriters they can be designated or named as “Lloyd’s Underwriters” and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd’s Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 1540, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Underwriters may be validly given to: **[Insert name and complete address of Canadian licenced intermediary]**

In witness whereof this policy has been signed in **[Insert City/Country]**, as authorized by the Underwriters, by **[Insert name of Non-Canadian Coverholder, or Lloyd’s Broker if acting as Coverholder]**.

Per

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

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

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

05/07
LSW1549

LLOYD'S

ASSURANCE [Insérer la catégorie]

Souscrite auprès de certains Souscripteurs du Lloyd's [Insérer le terme utilisé dans les documents d'assurance ci-joints, par exemple, « la compagnie », « l'assureur », etc.] par

l'intermédiaire du

Courtier mandataire agréé du Lloyd's (« Courtier mandataire »)

[Insérer le nom et l'adresse complète du Courtier mandataire non canadien ou du Courtier du Lloyd's si ce dernier agit comme Courtier mandataire]**CONDITIONS PARTICULIÈRES****N° DE POLICE:****NOM DE L'INTERMÉDIAIRE CANADIEN :** [Insérer le nom de l'intermédiaire canadien agréé]**NOM DE L'ASSURÉ :****ADRESSE DE L'ASSURÉ :****PÉRIODE D'ASSURANCE :**

du:

au:

(les deux jours à 0 h 01, heure normale à l'adresse de l'assuré)

PRIME : _____ \$**MONTANT DE GARANTIE :** _____ \$

Ce contrat d'assurance est composé de cette page de Conditions particulières ainsi que des formulaires, intercalaires et avenants ci-joints.

IDENTIFICATION DE L'ASSUREUR / ACTION CONTRE L'ASSUREUR

La présente assurance a été souscrite conformément à l'autorisation accordée au Courtier mandataire par les Souscripteurs des Syndicats du Lloyd's dont les numéros et pourcentages figurent au tableau annexé à l'Accord contractuel n° [insérer le numéro] (ci-après appelés « les Souscripteurs »). Les Souscripteurs garantissent chacun pour sa part et sans solidarité entre eux, proportionnellement aux divers montants souscrits à l'Accord contractuel par chacun d'eux.

Dans toute action en exécution des obligations des Souscripteurs, la désignation « Les Souscripteurs du Lloyd's » sera une désignation qui liera les Souscripteurs comme si chacun d'eux avait été nommé individuellement comme défendeur. La signification de telles procédures peut être valablement faite au fondé de pouvoir au Canada pour Les Souscripteurs du Lloyd's, dont l'adresse pour une telle signification est le 1155, rue Metcalfe, bureau 1540, Montréal, Québec H3B 2V6.

AVIS

Les avis destinés aux Souscripteurs peuvent être valablement donnés à [Insérer le nom et l'adresse complète de l'intermédiaire canadien agréé]

En foi de quoi ce document a été signé à (insérer la ville/le pays) avec l'autorisation des Souscripteurs, par [Insérer le nom du Courtier mandataire non canadien ou du Courtier du Lloyd's si ce dernier agit comme Courtier mandataire].

Par

L'assuré est prié de lire cette police et, en cas d'erreur, de la retourner immédiatement pour correction.

Tout événement susceptible de mettre en jeu la présente assurance doit être immédiatement déclaré à l'intermédiaire canadien agréé dont le nom et l'adresse sont indiqués ci-dessus. Toutes les demandes de renseignements et tous les différends doivent également être communiqués à cet intermédiaire.

CETTE POLICE CONTIENT UNE CLAUSE POUVANT LIMITER LE MONTANT DE L'INDEMNITÉ

05/07

LSW1549-16

STATUTORY CONDITIONS (FIRE)**Misrepresentation**

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

Property of Others

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

Change of Interest

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

Material Change

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

Termination

5.
 1. This contract may be terminated,
 - (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the insured at any time on request.
 2. Where this contract is terminated by the insurer,
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
 3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
 4. The refund may be made by money, postal or express company money order or cheque payable at par.

5. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

Who May Give Notice and Proof

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Salvage

9. 1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

When Loss Payable

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13.
 1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
 2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

* Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 14 is repealed. See The Limitations Act, S.S. 2004, c.L-16.1.

Notice

15. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

6/05
LSW1192A

CONDITIONS

The conditions as set out below apply to all of the perils insured by this policy either as STATUTORY CONDITIONS or as contractual conditions as the law may require.

STATUTORY CONDITIONS/CONDITIONS

Misrepresentation

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

Property of Others

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

Change of Interest

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

Material Change

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

Termination

5. 1. This contract may be terminated,
 - (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the insured at any time on request.
2. Where this contract is terminated by the insurer,
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

Who May Give Notice and Proof

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Salvage

9. 1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

When Loss Payable

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13. 1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

* Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 14 is repealed. See The Limitations Act, S.S. 2004, c.L-16.1.

Notice

15. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post

office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS

Notice to Authorities

1. Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

No Benefit to Bailee

2. It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

Pair and Set

3. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

Parts

4. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

Sue and Labour

5. It is the duty of the insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

Basis of Settlement

6. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

Subrogation

7. The insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

6/05
LSW1193A

STATUTORY CONDITIONS

1. 1. **The Contract**

The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

2. **Waiver**

The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

3. **Copy of Application**

The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. **Material Facts**

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. **Changes in Occupation**

1. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
2. If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
 - (a) reduce the premium rate; or
 - (b) issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. **Relation of Earnings to Insurance**

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to the insured by the insurer.

5. Termination by Insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Province, or by delivery thereof to an authorized agent of the insurer in the Province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. Termination by Insurer

1. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
2. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
3. Where the notice of termination is delivered to the insured, five days notice of termination shall be given; where it is mailed to the insured, ten days notice of termination shall be given, and the ten days shall begin on the day following the date of mailing of notice.

7. 1. Notice and Proof of Claim

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

(a) give written notice of claim to the insurer,

(i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or

(ii) by delivery thereof to an authorized agent of the insurer in the Province,

not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;

(b) within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and

(c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

2. Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of Examination

As a condition precedent to recovery of insurance moneys under this contract,

- (a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- (b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. When Money Payable Other Than for Loss of Time

All money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12. Limitation of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year* after the date the insurance money became payable or would have become payable if it had been a valid claim.

* Two years in the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 12 is repealed. See *The Limitations Act*, S.S. 2004, c.L -16.1.

07/05

LSW1540

CONDITIONS**1. 1. The Contract**

The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

2. Waiver

The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

3. Copy of Application

The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. Material Facts

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Changes in Occupation

1. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
2. If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
 - (a) reduce the premium rate; or
 - (b) issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. Relation of Earnings to Insurance

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to the insured by the insurer.

5. Termination by Insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Province, or by delivery thereof to an authorized agent of the insurer in the Province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. Termination by Insurer

1. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
2. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
3. Where the notice of termination is delivered to the insured, five days notice of termination shall be given; where it is mailed to the insured, ten days notice of termination shall be given, and the ten days shall begin on the day following the date of mailing of notice.

7. 1. Notice and Proof of Claim

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

- (a) give written notice of claim to the insurer,
 - (i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or
 - (ii) by delivery thereof to an authorized agent of the insurer in the Province,not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
- (b) within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
- (c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

2. Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of Examination

As a condition precedent to recovery of insurance moneys under this contract,

- (a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- (b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. When Money Payable Other Than for Loss of Time

All money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding thirty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12. Limitation of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than three years after the date the insurance money became payable or would have become payable if it had been a valid claim.

07/05

LSW1541

CONDITIONS GÉNÉRALES

1. 1. Le Contrat

La proposition, la présente police, les documents qui y sont annexés à son émission et les modifications qui peuvent y être apportées par écrit ultérieurement constituent le contrat intégral, et aucun agent n'a le droit de le modifier ou de renoncer à l'une de ses dispositions.

2. Renonciation

L'Assureur n'est censé avoir renoncé à aucune condition du présent contrat, en totalité ou en partie, à moins que la renonciation ne soit clairement stipulée par écrit et signée par lui.

3. Copie de la Proposition

L'Assureur fournira une copie de la proposition sur demande de l'Assuré ou d'un ayant droit au titre du contrat.

2. Déclarations Essentielles

Aucune déclaration faite par l'Assuré ou la personne assurée au moment de la proposition du présent contrat ne peut être invoquée à l'encontre d'une demande d'indemnité en vertu dudit contrat, ou pour s'y soustraire, à moins qu'elle ne soit contenue dans la proposition ou dans les réponses ou renseignements écrits fournis comme preuve d'assurabilité.

3. Changements de Profession

1. Si, après l'émission du contrat, la personne assurée exerce contre rémunération une profession que l'Assureur considère plus dangereuse que celle qui est mentionnée dans le contrat, la garantie se limite au montant d'assurance que la prime payée aurait permis de souscrire pour la profession plus dangereuse, selon les limites, la classification des risques et les taux de primes dont se servait l'Assureur au moment où l'Assuré a commencé d'exercer cette profession plus dangereuse.
2. Si la personne assurée passe de la profession qu'elle a déclarée dans le contrat à une profession que l'Assureur considère moins dangereuse et qu'elle en avertisse l'Assureur par écrit, celui-ci peut
 - (a) réduire le taux de la prime, ou
 - (b) émettre une police pour la période à courir du présent contrat, au taux de prime inférieur applicable à la profession moins dangereuse, conformément aux limites, à la classification des risques et au tarif des primes dont l'Assureur se servait à la date de réception de l'avis de changement de profession, et il rembourse à l'Assuré la différence entre la prime non acquise du présent contrat et la prime au taux inférieur pour la période restant à courir.

4. Rapport entre les Revenus et l'Assurance

Lorsque les indemnités pour perte de salaire, garanties uniquement par le présent contrat ou ajoutées à celles que garantit un autre contrat (y compris un contrat d'assurance collective accidents et/ou maladie et un contrat d'assurance-vie comprenant une assurance contre l'invalidité), excèdent la rémunération de la personne assurée, la garantie de l'Assureur ne joue que dans le rapport entre cette rémunération et le montant de toutes les indemnités pour perte de salaire payables au titre de tous ces contrats. L'Assureur rembourse à l'Assuré l'excédent de prime payé, le cas échéant.

5. Résiliation par l'Assuré

L'Assuré peut à tout moment mettre fin au contrat en donnant à l'Assureur un avis écrit de résiliation, adressé par courrier recommandé à son siège social ou à son agence principale dans la province ou remis à un agent autorisé de l'Assureur dans la province, et l'Assureur, sur remise de la police, doit rembourser l'excédent de la prime acquittée sur la prime à courte échéance calculée jusqu'à la date de réception de l'avis d'après le tarif appliqué par l'Assureur au moment de la résiliation.

6. Résiliation par l'Assureur

1. L'Assureur peut à tout moment mettre fin au contrat en donnant à l'Assuré un avis écrit de résiliation et en lui remboursant en même temps l'excédent de la prime acquittée sur la prime proportionnelle à la période écoulée.
2. L'avis de résiliation peut être remis à l'Assuré ou lui être envoyé par courrier recommandé à sa dernière adresse indiquée aux dossiers de l'Assureur.
3. S'il est remis à l'Assuré, l'avis de résiliation doit être de cinq jours; s'il lui est envoyé par la poste, il doit être de dix jours et ce délai commence le jour qui suit la date de mise à la poste.

7. 1. Avis et Preuve de Sinistre

L'Assuré, une personne assurée, un bénéficiaire ayant droit de faire une demande d'indemnité ou un mandataire de ceux-ci doit:

- (a) donner à l'Assureur un avis écrit du sinistre,
 - (i) en le remettant ou en l'envoyant par courrier recommandé au siège social ou à l'agence principale de l'Assureur dans la province, ou
 - (ii) en le remettant à un agent autorisé de l'Assureur dans la province, dans les trente jours qui suivent la date de l'accident, ou de l'invalidité motivant une demande d'indemnité au titre du contrat;
- (b) dans les quatre-vingt-dix jours qui suivent la date de l'accident ou de l'invalidité motivant une demande d'indemnité, fournir à l'Assureur la preuve du sinistre avec tous les renseignements qu'il peut raisonnablement obtenir dans les circonstances sur l'accident ou le commencement de l'invalidité et sur la perte qui en a résulté, ainsi que sur le droit du demandeur à recevoir l'indemnité, son âge et, au besoin, l'âge du bénéficiaire;
- (c) s'il en est requis par l'Assureur, fournir aussi une attestation satisfaisante de la cause ou de la nature de l'accident, ou de l'invalidité motivant la demande d'indemnité, et de la durée de l'invalidité.

2. Défaut d'Avis ou de Preuve

Le fait de ne pas donner avis du sinistre ou de ne pas en fournir la preuve dans le délai prescrit ci-dessus n'entache pas de nullité la demande d'indemnité si ces formalités sont remplies dans l'année qui suit la date de l'accident ou du commencement de l'invalidité couverte par le contrat et s'il est prouvé qu'il n'était pas raisonnablement possible de le faire dans le délai ainsi prescrit.

8. Formules Fournies par l'Assureur

L'Assureur doit fournir des formules de preuve du sinistre dans les quinze jours qui suivent la réception de l'avis du sinistre; toutefois, si le demandeur n'a pas reçu les formules dans ce délai, il peut soumettre sa preuve sous forme de déclaration écrite en indiquant la cause ou la nature de l'accident ou de l'invalidité qui motive la demande d'indemnité et l'étendue de la perte.

9. Droit d'Examen

Comme condition préalable au paiement d'une indemnité garantie par le contrat,

- (a) le demandeur doit fournir à l'Assureur la possibilité d'examiner la personne assurée aussi souvent que celui-ci estime raisonnable de le faire pendant que la demande d'indemnité est en cours de règlement, et
- (b) dans le cas du décès de la personne assurée, l'Assureur peut demander une autopsie conformément aux lois applicables.

10. Règlement des autres Indemnités

A l'exception des indemnités pour perte de salaire, toutes les indemnités garanties par le contrat sont payables par l'Assureur dans les soixante jours après réception de la preuve de sinistre.

11. Règlement des Indemnités pour Perte de Salaire

La première indemnité pour perte de salaire est payable par l'Assureur dans les trente jours après réception de la preuve de sinistre. Les indemnités suivantes sont versées conformément aux conditions du contrat, mais au moins une fois tous les trente jours tant que l'Assureur reste tenu de faire des paiements, si la personne assurée fournit au préalable, chaque fois qu'elle en est requise, une attestation de la continuation de son invalidité.

12. Prescription

Toute action ou poursuite en recouvrement d'une indemnité garantie par le présent contrat est prescrite par trois ans à compter de la date où l'indemnité était payable ou l'aurait été si la demande d'indemnisation avait été recevable.

07/05

LSW1541-16

Should a policyholder wish to file a complaint relative to a Lloyd's policy effected through you, the policyholder must be provided with the following Lloyd's Complaint Protocol:

LLOYD'S POLICYHOLDERS' COMPLAINT PROTOCOL

If you have a complaint with any aspect of your Lloyd's insurance, please refer to the broker/agent who arranged your policy for you.

OR

You may contact the **General Insurance OmbudService (GIO)** who will contact Lloyd's on your behalf. The GIO can be reached at:

GIO - Atlantic Provinces

(902) 429-2730
Toll-free: 1-800-565-7189
www.gio-scad.org

GIO - British Columbia & Yukon

(604) 684-3635
Toll-free: 1-877-772-3777
www.gio-scad.org

GIO - Ontario

(416) 362-9528
Toll-free: 1-800-387-2880
www.gio-scad.org

GIO - Prairies, Northwest Territories & Nunavut

(780) 423-2212
Toll-free: 1-800-377-6378
www.gio-scad.org

Province of Québec

GIO

(514) 288-6015
Toll-free: 1-800-361-5131
www.gio-scad.org

OR

Autorité des marchés financiers (l'Autorité)

Québec City (418) 525-0311
Montréal (514) 395-0311
Toll-free: 1-866-526-0311
E-mail: Renseignements-
consommateur@lautorite.qc.ca

GIO – Alberta

(780) 421-8181
Toll-free : 1-888-421-4212
www.gio-scad.org

For more information or to submit the facts of your insurance-related dispute, please visit the GIO website at www.gio-scad.org.

Should you be dissatisfied with the outcome of your broker's resolution or with the GIO's/l'Autorité's assistance, please submit your written complaint to:

Lloyd's Canada Inc.
Broker Management Services
1155 rue Metcalfe, Suite 1540
Montreal, Quebec H3B 2V6

Tel: 1-877-4LLOYDS
Fax: (514) 861-0470
E-mail : lineage@lloyds.ca

Your written complaint will be forwarded to Lloyd's Complaints Department in London which ensures that Lloyd's Underwriters and their representatives deal with claims and complaints in an acceptable manner. It acts as an impartial mediator. When undertaking a review this Department takes account of general legal principles, good insurance practice, and whether all events surrounding a given case have been considered fairly.

If you are dissatisfied with Lloyd's final letter, you may ask the GIO to arrange for mediation. Mediation is not available until Lloyd's has issued its final letter of position on your complaint.

In Québec you may also avail yourself of the services of l'Autorité who will study your file and may recommend mediation, if it deems this action appropriate and if both parties agree to it.

GIO - Alberta can be contacted where a policyholder is not satisfied with the basis on which a premium for basic coverage for a private passenger vehicle was determined, or considers that an insurer, directly or indirectly, has taken an adverse contractual action with respect to insurance for basic coverage.

07/05

LSW1542

Lorsqu'un titulaire de police du Lloyd's désire formuler une plainte concernant une police d'assurance souscrite par votre entremise, vous devez fournir au titulaire de police la procédure suivante relative aux plaintes :

**PROTOCOLE RELATIF AUX PLAINTES
À L'INTENTION DES TITULAIRES DE POLICE DU LLOYD'S**

Si vous avez une plainte à l'égard de quelque aspect que ce soit de votre assurance du Lloyd's, veuillez vous adresser au courtier ou à l'agent qui s'est occupé pour vous de la mise en place de votre police.

OU

Vous pouvez également vous adresser à un agent du Service de conciliation en assurance de dommages (SCAD) qui communiquera avec le Lloyd's en votre nom.

SCAD - Colombie-Britannique et Yukon

(604) 684-3635;
Sans frais : 1-877-772-3777
www.gio-scad.org

SCAD - Ontario

(416) 362-9528
Sans frais : 1-800-387-2880
www.gio-scad.org

SCAD - Prairies, Territoires du Nord-Ouest et Nunavut

(780) 423-2212
Sans frais : 1-800-377-6378
www.gio-scad.org

SCAD - Provinces de l'Atlantique

(902) 429-2730
Sans frais : 1-800-565-7189
www.gio-scad.org

Province du Québec

SCAD

(514) 288-6015
Sans frais : 1-800-361-5131
www.gio-scad.org

OU

Autorité des marchés financiers (L'Autorité)

Québec (418) 525-0311
Montréal (514) 395-0311
Sans frais: 1-866-526-0311
E-mail:
Renseignements-consommateur@lautorite.qc.ca

SCAD – Alberta

(780) 421-8181
Sans frais: 1-888-421-4212
www.gio-scad.org

Pour de plus amples informations ou pour soumettre les détails de votre dispute au sujet de votre assurance, veuillez consulter le SCAD au www.gio-scad.org

Si vous êtes toujours insatisfait de la position de votre courtier ou de l'aide reçue du SCAD/L'Autorité, veuillez présenter une plainte écrite, en l'adressant comme suit :

Lloyd's Canada Inc.
Services aux courtiers
1155 rue Metcalfe, Bureau 1540
Montréal, Québec H3B 2V6

Tel: 1-877-455-6937
Fax: (514) 861-0470
CÉ: lineage@lloyds.ca

Votre plainte écrite sera transmise au Service des plaintes du Lloyd's (*Complaints Department*) à Londres, qui s'assure que les Souscripteurs du Lloyd's et leurs représentants traitent les plaintes et les réclamations d'une manière acceptable. Ce Service agit comme médiateur impartial. Lorsqu'il entreprend un examen, ce Service prend en compte les principes de droits généraux et les règles de pratique de l'assurance et essaie de déterminer si tous les faits entourant un cas donné ont été considérés de façon juste.

Si vous n'êtes pas satisfait de la position finale du Lloyd's, veuillez communiquer avec le SCAD pour présenter une demande de médiation. Veuillez noter que la médiation n'est disponible qu'une fois la position finale relative à votre plainte a été rendue par Lloyd's.

Dans la province du Québec vous pouvez également demander à Lloyd's Canada Inc. d'envoyer votre plainte à l'Autorité. L'Autorité étudiera votre dossier et pourra recommander une médiation, si elle le juge opportun et si les deux parties y consentent.

SCAD - Alberta - peut être contacté si vous êtes insatisfait de la base d'établissement de la prime afférente à l'assurance de base d'une voiture de tourisme ou si vous reprochez à l'assureur d'avoir, directement ou indirectement, pris une mesure contractuelle défavorable au sujet de l'assurance de base.



NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain non-related or unaffiliated organisations or companies.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on 514 861 8361 or through info@lloyds.ca

07/05

LSW1543

AVIS RELATIF AUX RENSEIGNEMENTS PERSONNELS

En prenant une assurance auprès de Souscripteurs du Lloyd's de Londres (« Lloyd's »), le client consent à ce que le Lloyd's recueille, utilise et communique des renseignements personnels à son égard aux fins suivantes :

- communication avec les titulaires de contrat
- sélection et tarification des risques
- examen des demandes de règlement
- détection et prévention de la fraude
- analyse des résultats commerciaux
- autres fins exigées ou autorisées par la loi

Dans la limite des fins indiquées, les renseignements personnels peuvent être communiqués aux sociétés apparentées au Lloyd's et à leurs agents ainsi qu'à certains autres organismes.

Pour de plus amples renseignements sur la politique du Lloyd's en matière de protection des renseignements personnels, le client peut s'adresser à son courtier ou communiquer avec le Lloyd's au (514) 861-8361 ou à info@lloyds.ca.

07/05

LSW1543-16