

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch

A Stock Company
150 King Street West, Suite 1000
Toronto, ON M5H 1J9

Broker: Marsh Canada Limited
120 Bremner Blvd., Suite 800
Toronto, Ontario, M5J 0A8

ENTITY-SPONSORED PROFESSIONAL LIABILITY INSURANCE FOR INSURED AGENTS**Policy Number:** WLE4ON011948604**DECLARATIONS**



NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, THIS COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS WHICH ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY WHILE THE POLICY IS IN FORCE.

- A. Sponsoring Entity: The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd. on behalf of its qualifying INSURED AGENTS who have paid the required premium
- Address: 330 University Avenue
Toronto, ON M5G 1R8
- B. Policy Period: From 12:01 A.M. April 01, 2024 To 12:00 A.M. April 01, 2025
Local time at the address stated herein
- C. Limits of Liability: INSURING AGREEMENT A&B:
\$ Per INSURED AGENT CERTIFICATE Each CLAIM
\$ Per INSURED AGENT CERTIFICATE Each CERTIFICATE PERIOD
INSURING AGREEMENT C:
\$ 250,000 Each POLICY PERIOD
- D. Deductible: INSURING AGREEMENT A&B:
\$ Per INSURED AGENT CERTIFICATE Each CLAIM
\$ Per INSURED AGENT CERTIFICATE Each CERTIFICATE PERIOD
INSURING AGREEMENT C:
\$ 50,000 Each CLAIM Expansion
- E. Premium \$ Per INSURED AGENT CERTIFICATE
- F. Retroactive Date: Not applicable unless otherwise specified in the INSURED AGENT CERTIFICATE
- G. Endorsement Serial Numbers:
- MF 18 175 SC 0220 - Limits of Liability and Rate Tables
 - SP 18 179 0220 - Regulatory Limits of Liability and Rate Table for Insured Corporation of Insured Agent
 - MF 18 174 SC 0220 - Expansion of Definition of Professional Services
 - SP 9 808 0115 - Breach of Personal Data Extra Expense Endorsement
 - MF 18 176 SC 0220 - Expansion of Definition of Insured
 - SP 4 715 0318 - Defense – Professional Conduct Investigation Endorsement
 - SP 4 718 1209 - Sponsoring Entity Coverage Extension Endorsement
 - SP 4 932 0112 SC - Bank Product Referral and Servicing Endorsement
 - SP 5 453 0318 - Broker Dealer Organization Vicarious Liability Endorsement for Insured Agents
 - SP 4 574 0717 - Alberta Insurance Council – Amendatory Endorsement
 - SP 4 575 0318 - Insurance Council of Manitoba – Amendatory Endorsement
 - SP 4 572 0318 - Newfoundland and Labrador Coverage Endorsement

SP 4 570 0318	- Ontario Insurance Act Endorsement
SP 4 573 0318	- Quebec Coverage Endorsement
SP 5 876 0318	- Saskatchewan Insurance Council Amendatory Endorsement
SP 6 014 0318	- Saskatchewan Dishonest Act Coverage Endorsement
SP 10 530 0417	- British Columbia Insurance Council Limits Amendatory Endorsement
SP 19 483 1121	- British Columbia Insurance Council Statutory Conditions Amendatory Endorsement
SP 19 484 1121	- Statutory Conditions Alberta
SP 21 278 0423	- Province of New Brunswick Amendatory Endorsement
MF 10 397 0615	- Amendment to the Definition of Insured Agent
SP 4 178 1023	- International Trade Or Economic Sanctions
SP 14 474 0318	- Amendatory Endorsement - Nova Scotia

For the purposes of the *Insurance Companies Act* (Canada), this document and all its enclosures were issued or made in the course of Swiss Re Corporate Solutions America Insurance Corporation's insurance business in Canada.

Date: _____

Authorized Representative

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch agrees with The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd., hereinafter called the SPONSORING ENTITY, as follows:

Throughout this POLICY the words "you" and "your" refer to the INSURED AGENT. The words "we," "us," and "our" refer to the Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch. Other words and phrases that appear in capital letters have special meaning; refer to the Definitions section of this POLICY.

The captions of paragraphs used in this POLICY are inserted solely for the reader's convenience and are not to be construed as part of the POLICY.

I. INSURING AGREEMENT

- A. We agree to pay on behalf of any INSURED such LOSS and CLAIM EXPENSES to which this POLICY applies, in excess of the applicable deductible and within the Limit of Liability shown on the INSURED AGENT'S CERTIFICATE sustained by any INSURED by reason of liability imposed by law for LOSS caused by any WRONGFUL ACTS committed by the INSURED AGENT, arising out of PROFESSIONAL SERVICES rendered to others, but only within the Limit of Liability elected by the INSURED AGENT as specified in the CERTIFICATE.
- B. We also agree to pay on behalf of the SPONSORING ENTITY, LOSS and CLAIM EXPENSES within the Limit of Liability shown on the CERTIFICATE, sustained by the SPONSORING ENTITY by reason of vicarious liability imposed by law for any WRONGFUL ACT of the INSURED AGENT if otherwise covered under this **INSURING AGREEMENT**, paragraph A.
- C. We also agree to pay on behalf of the SPONSORING ENTITY, LOSS and CLAIM EXPENSES in excess of the SPONSORING ENTITY'S deductible shown on the Declarations Page and within the SPONSORING ENTITY'S Limit of Liability shown on the Declarations Page sustained by the SPONSORING ENTITY by reason of liability imposed by law for any WRONGFUL ACT of the INSURED AGENT resulting from the SPONSORING ENTITY'S FAILURE TO SUPERVISE the INSURED AGENT if the INSURED AGENT is otherwise covered under this **INSURING AGREEMENT**, paragraph A.
- D. With respect to paragraph A. of this **INSURING AGREEMENT**, this POLICY applies to potential CLAIMS and CLAIMS first made against any INSURED arising out of a WRONGFUL ACT and reported to us during the CERTIFICATE PERIOD or during the CERTIFICATE PERIOD of any subsequent CERTIFICATE issued to the INSURED AGENT as a result of continuous and uninterrupted coverage with us.
- E. With respect to paragraphs B. and C. of this **INSURING AGREEMENT**, this POLICY applies to CLAIMS first made against the SPONSORING ENTITY arising out of a WRONGFUL ACT of the INSURED AGENT occurring while such INSURED AGENT was covered by a CERTIFICATE if the CLAIM is reported to us during the POLICY PERIOD or any subsequent POLICY PERIOD.

II. DEFINITIONS

As respects such insurance as is afforded by this POLICY, the following definitions shall apply:

- A. **CERTIFICATE.** CERTIFICATE means the document issued to the INSURED AGENT in consideration for the payment of premium and in reliance upon the statements made in the INSURED AGENT'S application and supplements which forms a part of the POLICY. The CERTIFICATE confirms the extent of coverage under this POLICY.
- B. **CERTIFICATE PERIOD.** CERTIFICATE PERIOD means the period shown in the CERTIFICATE commencing with the date the INSURED AGENT obtained coverage under the current POLICY by paying the appropriate premium for coverage purchased and ending with the termination of the INSURED AGENT'S CERTIFICATE. The CERTIFICATE PERIOD must be within the dates of the POLICY PERIOD shown on the Declarations.
- C. **CLAIM.** CLAIM or CLAIMS means:
 - 1. that an INSURED has received a summons, or any other notice of legal process;

2. that an INSURED has received notice of any SUIT or STATEMENT OF CLAIM;
3. that an INSURED has received notice of a written demand, or a written demand for money or services.

D. CLAIM EXPENSE. CLAIM EXPENSE or CLAIM EXPENSES means:

1. all expense incurred in the defence of any CLAIM or POTENTIAL CLAIM made against any INSURED seeking damages for a WRONGFUL ACT even if a CLAIM or POTENTIAL CLAIM is groundless, false, fraudulent, or for an amount less than the deductible;
2. fees charged by any lawyer designated by us, or required by law to defend any INSURED'S interests;
3. all reasonable expenses incurred by any INSURED at our request while assisting us in the investigation and defence of any CLAIM other than loss of earnings;
4. if authorized by us, all other fees, costs, and expenses resulting from the investigation, adjustment, defence, or appeal of any CLAIM or POTENTIAL CLAIM, including but not limited to:
 - a. all costs taxed against any INSURED in any SUIT or STATEMENT OF CLAIM;
 - b. post judgment accrued interest on that portion of any judgment which does not exceed the applicable Limit of Liability. If we tender or pay a LOSS on any judgment up to our Limits of Liability, we have no further obligation to pay any additional interest; or
 - c. all premiums on bonds to release attachments and appeal bonds, limited to that portion of a bond which does not exceed the POLICY Limit of Liability. We will obtain the bond on behalf of any INSURED. Any INSURED shall reimburse us for the additional cost of the bond we obtain for any exposure in excess of our Limit of Liability.

CLAIM EXPENSES shall not include salaries and expenses of any INSURED.

- E. ELECTRONIC DATA.** ELECTRONIC DATA means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- F. FAILURE TO SUPERVISE.** FAILURE TO SUPERVISE means failure on the part of the SPONSORING ENTITY to properly train, monitor, assess and ensure compliance by any INSURED with the SPONSORING ENTITY's policies and procedures and regulatory requirements.
- G. FRAUDULENT ENTITY.** FRAUDULENT ENTITY means an organization that does not have a legal identity or legal existence but which is represented to legally exist; or, a legally formed entity that is used as a device to commit fraud or other unlawful acts.
- H. INSURED.** The unqualified term INSURED means:
 1. the SPONSORING ENTITY, but only as respects its vicarious liability arising out of any covered WRONGFUL ACTS committed by the INSURED AGENT;
 2. any INSURED AGENT;
 3. any licensed sub-agent of any INSURED AGENT who has paid the appropriate premium for inclusion on the roster of INSUREDS applicable to this POLICY PERIOD;
 4. any corporation, limited liability company, partnership or business entity under which the INSURED is doing business and which engages in PROFESSIONAL SERVICES, but only as respects its vicarious liability arising out of any covered WRONGFUL ACTS committed by the INSURED AGENT;

5. any employee of the INSURED AGENT solely while acting on behalf of the INSURED AGENT within the scope of the employee's duties as such; however, such coverage does not include employees who are licensed by any insurance or other regulatory authority;
 6. any employee of the SPONSORING ENTITY, but only while providing administrative clerical support to the INSURED AGENT within the scope of the employee's duties as such for the PROFESSIONAL SERVICES of the INSURED AGENT; however, such coverage does not include employees who are licensed by any insurance or other regulatory authority;
 7. any LICENSED ASSISTANT solely while acting on behalf of the INSURED AGENT within the scope of the licensed assistant's duties as such and who has paid the per appropriate premium for inclusion on the roster of INSURED AGENTS applicable to this POLICY PERIOD.
 8. the estate, heirs, executors, administrators of any INSURED AGENT in the event of the INSURED AGENT'S death, incapacity, insolvency or bankruptcy, but only to the extent that such INSURED AGENT would otherwise be provided coverage under this POLICY;
 9. In Quebec: the trainee agents of any INSURED AGENT.
- I. **INSURED AGENT.** INSURED AGENT means any licensed agent or licensed advisor of the SPONSORING ENTITY who has paid the per agent premium shown on the CERTIFICATE and who is included on the current roster of INSURED AGENTS or subject to inclusion on the next roster applicable to this POLICY PERIOD. The roster of agents/advisors shall be prepared and maintained by the SPONSORING ENTITY as a means of certifying the number of agents/advisors covered by this POLICY.
- J. **LICENSED ASSISTANT** means:
1. a salaried employee of the INSURED AGENT and who neither engages in sales, nor receives commission income and who has a life, accident and sickness and/or mutual funds license, or
 2. a salaried employee of the SPONSORING ENTITY, but only when acting on behalf of the INSURED AGENT within the scope of the employee's duties as such for the PROFESSIONAL SERVICES of the INSURED AGENT and who neither engages in sales, nor receives commission income and who has a life, accident and sickness and/or mutual funds license.
- K. **LOSS.** LOSS means the monetary and compensatory portion of any judgment, award or settlement, provided always that LOSS shall not include:
1. civil or criminal fines, penalties, fees or sanctions which do not form a part of CLAIM EXPENSE;
 2. matters deemed uninsurable by operation of law;
 3. the return by any INSURED of any commissions or remunerations paid to any INSURED;
 4. any form of non-monetary relief;
 5. punitive or exemplary damages; or
 6. multiplied portions of any damages.
- L. **PERSONAL INJURY.** PERSONAL INJURY means libel, slander, or invasion of privacy committed by the INSURED.
- M. **POLICY.** POLICY means this agreement as shown on the Declarations Page, along with all endorsements issued by us to the SPONSORING ENTITY in reliance upon the statements made in the application and supplements.

- N. **POLICY PERIOD.** POLICY PERIOD means the period shown on the Declarations Page or the period noted in any endorsement hereto which amends the POLICY PERIOD as shown on the Declarations Page.
- O. **POTENTIAL CLAIM.** POTENTIAL CLAIM means that an INSURED has become aware of a proceeding, event, or development that could reasonably in the future result in the institution of a CLAIM against an INSURED.
- P. **PROFESSIONAL SERVICES.** PROFESSIONAL SERVICES means services rendered to others as:
1. a provincially or territorially licensed life, accident and sickness insurance agent, or a provincially or territorially licensed life, accident and sickness insurance broker as respects financial planning (whether fee or commission based), advice, sales and servicing associated with the following products:
 - Life Insurance Products
 - Annuities
 - Accident and Sickness Insurance Products (including Disability Income)
 - Pension and Profit Sharing Plans
 - Guaranteed Investment Certificates
 - Registered Retirement Income Funds
 - Registered Retirement Savings Plans
 - Registered Education Savings Plans
 - Registered Disability Savings Plans
 - Tax Free Savings Accounts
 - Travel Insurance
 2. a licensed Mutual Fund representative as respects financial planning (whether fee or commission based) advice, sales and servicing associated with the following products:
 - Mutual Funds
- Q. **RETROACTIVE DATE.** RETROACTIVE DATE, if any, means the date, as shown in the POLICY or CERTIFICATE or in any endorsement attached hereto, on or after which any WRONGFUL ACT must have occurred in order for CLAIMS arising therefrom to be covered under this POLICY or CERTIFICATE. CLAIMS arising from any WRONGFUL ACT occurring prior to this date are not covered by this POLICY.
- R. **SPONSORING ENTITY.** SPONSORING ENTITY means the Entity(ies) shown on the Declaration Page of this POLICY as the POLICYHOLDER(S).
- S. **STRANGER OWNED LIFE INSURANCE (STOLI).** Stranger owned life insurance means an arrangement where a life insurance policy is issued to an insured or an individual who has an insurable interest with the insured, with the resources to purchase the policy provided or guaranteed by a person or entity who has no insurable interest to the insured person and who has the contractual right to repayment or other means of satisfaction of the debt such as obtaining control of the policy rights or benefits.
- T. **SUIT or STATEMENT OF CLAIM.** SUIT or STATEMENT OF CLAIM means a civil proceeding, brought in Canada or the United States of America, its territories or possessions, alleging LOSS against an INSURED for a WRONGFUL ACT. SUIT or STATEMENT OF CLAIM includes arbitration or other alternative dispute resolution proceedings to which an INSURED must submit, or does submit with our consent, and in which LOSS is requested.

U. **WRONGFUL ACT.** WRONGFUL ACT means:

1. any negligent act, error, or omission, of an INSURED AGENT or any person for whose acts an INSURED AGENT is legally liable in rendering PROFESSIONAL SERVICES for others.
2. any PERSONAL INJURY in rendering PROFESSIONAL SERVICES for others.

III. **EXCLUSIONS**

This POLICY shall not apply to:

A. **SPONSORING ENTITY.** Except as provided for in Section I. **INSURING AGREEMENT, C.**, any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from:

1. any act, error, or omission committed by the SPONSORING ENTITY;
2. any act of libel or slander or invasion of privacy committed by the SPONSORING ENTITY; or
3. a common conduct by the INSURED AGENTS as directed by the SPONSORING ENTITY.

For the purposes of this exclusion, any act of an individual acting within and as a part of their capacity as an employee, officer, trustee or director of the SPONSORING ENTITY shall be determined to be an act of the SPONSORING ENTITY;

B. **DISHONEST, CRIMINAL CONDUCT.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from or in connection with any dishonest, fraudulent, criminal or malicious act, or assault or battery committed by or contributed to by any INSURED;

C. **BODILY INJURY, PROPERTY DAMAGE.** Any CLAIM based upon, arising out of, attributable to, or directly or indirectly resulting from:

1. Bodily injury, sickness, disease, or death of any person; or
2. injury to, or destruction of any property, including the loss of use of the property.

D. **CONTRACTUAL LIABILITY.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with any liability assumed by any INSURED under contract, unless an INSURED would have been legally liable in the absence of such contract;

E. **BROKER/DEALER ORGANIZATION.** Any CLAIM brought against an INSURED by any broker/dealer organization or investment company;

F. **ELECTRONIC DATA.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with:

1. the erasure, destruction, corruption, misappropriation, electronic misinterpretation of ELECTRONIC DATA;
2. any inability to gain access to, to receive, to transmit, or to use ELECTRONIC DATA, including any loss of use arising therefrom;
3. any computer virus;
4. any unauthorized access to ELECTRONIC DATA or telephonic systems of any kind;
5. malicious use of ELECTRONIC DATA or telephonic systems or any breach of any statute, or regulation regarding such;

G. **EMPLOYER.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with:

1. the termination or discipline of any employee or agent of an INSURED, including but not limited to wrongful termination or breach of an employment or agency contract; or

2. any pension, profit sharing, sickness or welfare or other employee benefit plan or trust sponsored by an INSURED as an employer;
- H. **DISCRETIONARY CONTROL.** Any CLAIM arising out of the management of an account for a client:
1. under an actual or implied agreement which gives an INSURED discretion in buying or selling securities or other investments for such account; or
 2. under any power of attorney which gives an INSURED discretion in buying or selling securities or other investments for such account;
- I. **FRAUDULENT ENTITY.** Any CLAIM arising out of or in connection with any FRAUDULENT ENTITY;
- J. **FUNDS.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from or in connection with:
1. the payment or receipt of commissions or fees including but not limited to any which are contingent upon volume of business placed with an insurer;
 2. profit sharing or contingent commission with an insurer or pursuant to an insurer's incentive or marketing program;
 3. an INSURED'S taxes;
 4. reimbursement or the failure to collect pay or return premium; or
 5. commingling of, or use of, client's funds;
- K. **INSURED VS. INSURED.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with disputes:
1. between INSUREDS under this POLICY;
 2. by an enterprise in which one or more INSUREDS has an equity interest, or operates, controls, or manages; or
 3. by an enterprise that has either an equity interest in an INSURED, or operates, controls, or manages or is affiliated with an INSURED;
- L. **INSOLVENCY.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with the financial inability to pay, insolvency, receivership, bankruptcy or liquidation of any insurance company, any reinsurer, any pool, syndicate, association or other combination formed for the purpose of providing insurance or reinsurance or of any firm or organization in which any client has invested as a result of consultation with an INSURED, or any organization in which an INSURED has placed the funds of a client or account;
- M. **MARKET VALUES.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with an INSURED promises or guarantees as to the effect of market fluctuations, interest rates, or dividends, with respect to future premium payments, market values, earnings, future values or payments;
- N. **OTHER SERVICES.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with an INSURED'S activities in rendering actuarial, accounting, legal or tax advising services, or services rendered as a property and casualty insurance agent or broker;
- O. **PERSONAL PROFIT.** Any CLAIM based upon, arising out of, attributable to, or directly or indirectly resulting from or in connection with an INSURED having gained, in fact, any personal profit or advantage to which he or she was not legally entitled;
- P. **PRIOR CLAIMS.** Any CLAIM based upon, arising out of, attributable to, or directly or indirectly resulting from or in connection with any WRONGFUL ACT occurring prior to the effective date of this POLICY, if an INSURED at the effective date knew of a CLAIM or a POTENTIAL CLAIM;

- Q. **PERSONAL, PROPRIETARY OR CONFIDENTIAL INFORMATION.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with the misappropriation or unauthorized use of personal information or confidential information, or trade secrets or other proprietary information;
- R. **THIRD-PARTY ADMINISTRATOR.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with third-party administrator activities, whether an INSURED performs such activities for a fee or no fee;
- S. **VIATICALS and STRANGER-OWNED LIFE INSURANCE.** The sale or servicing of investments in viaticated policies or of STRANGER-OWNED LIFE INSURANCE (STOLI);
- T. **VIOLATION OF STATUTES, RULES, AND REGULATIONS.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from:
 - 1. a willful violation of any statute, rule or regulation, or
 - 2. the unsolicited distribution of marketing materials by telephone facsimile machine, computer, or other similar device, in violation of the Personal Information Protection and Electronic Documents Act, or Competition Act, including any amendments, regulations, or enabling statutes pursuant thereto, or any other similar provincial statute or regulation.

IV. **REPORTING AND NOTICE**

An INSURED'S duties in the event of CLAIM or any POTENTIAL CLAIM:

- A. An INSURED shall not, without our written consent, do any of the following:
 - 1. Admit liability;
 - 2. Enter into any settlement;
 - 3. Demand or agree to arbitration of any CLAIM; or
 - 4. Incur any costs or expense.
- B. An INSURED shall:
 - 1. provide notice of any CLAIMS or POTENTIAL CLAIMS to us in writing during the CERTIFICATE PERIOD or Extended Reporting Period. If, during the CERTIFICATE PERIOD, an INSURED first becomes aware of a POTENTIAL CLAIM and gives written notice of such POTENTIAL CLAIM to us during the CERTIFICATE PERIOD, any CLAIMS subsequently made against an INSURED arising from the POTENTIAL CLAIM shall be considered to have been made during the CERTIFICATE PERIOD that an INSURED first became aware of such POTENTIAL CLAIM. If our position is prejudiced due to late notice by an INSURED, coverage under this POLICY is forfeited;
 - 2. provide copies of all documents we request;
 - 3. include within any notice of CLAIM or POTENTIAL CLAIM a description of the CLAIM or POTENTIAL CLAIM, the alleged WRONGFUL ACT(S), including the date(s) it was committed, a summary of the facts upon which the CLAIM or POTENTIAL CLAIM is based, the alleged or potential damage or LOSS that may result from the WRONGFUL ACT, the names of actual or potential claimants, the names of INSUREDS against whom the CLAIM was or may be made, and the date and circumstances by which any INSURED first became aware of the CLAIM, or POTENTIAL CLAIM.

Notice of a CLAIM or POTENTIAL CLAIM from the SPONSORING ENTITY in compliance with section B above shall be treated as notice from the INSURED. Notice to us for reporting CLAIMS or POTENTIAL CLAIMS under the POLICY shall be given to:

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch
 150 King Street West
 P.O. Box 50
 Toronto, Ontario M5H 1J9
 Attention: Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch Claims Department
 Telephone Number: 1-866-866-8907
 Email: ClaimsNAFinPro_CorporateSolutions@swissre.com

All notices under the POLICY shall be in writing, shall comply with the time requirements as stated in the POLICY, and shall be given by confirmed facsimile, prepaid express courier, or Registered Mail, return receipt requested.

Except as provided in Section XIII. **TERMINATION OF COVERAGE**, any notice shall be effective on the date of our receipt at the above address.

V. DEFENCE, INVESTIGATION AND SETTLEMENT OF CLAIMS

As respects such insurance as is afforded by this POLICY, we shall:

- A. have the right and duty to defend, investigate and conduct any settlement negotiations arising from CLAIMS based upon alleged WRONGFUL ACTS of an INSURED. We have the right to select the attorney to represent and defend an INSURED for any such CLAIM.
- B. not settle any CLAIM without the INSURED'S consent. If we recommend a settlement to any INSURED that is acceptable to the claimant, and you do not agree with us and would rather contest the matter, our ultimate liability will be limited to the total of:
 - 1. the amount for which the CLAIM could have been settled at that time, plus
 - 2. the amount of CLAIM EXPENSE that was incurred up to the time we made the recommendation.

We shall not be obligated to pay any LOSS or defend, or continue to defend, any CLAIM after the Per Claim Limit of Liability shown on the CERTIFICATE has been exhausted by payment of LOSS or the deposit in a court having jurisdiction of sums exhausting the Per Claim Limit of Liability or Aggregate Limit of Liability.

INSUREDS shall cooperate with us and the attorney we retain to defend any INSUREDS, and, upon our request, provide statements and documents, attend hearings and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of SUITS or STATEMENTS OF CLAIMS.

VI. LIMITS OF LIABILITY

Section I. **INSURING AGREEMENT**, A. and B.

- A. All Limits of Liability shall apply in excess of the deductible. All amounts paid in satisfaction of CLAIMS or POTENTIAL CLAIMS are subject to the applicable Limit of Liability.
- B. All CLAIM EXPENSES incurred for CLAIMS made under Section I. **INSURING AGREEMENT**, A. and B. shall be in addition to the applicable Per CLAIM Limit of Liability.
- C. Our liability for the combined total of all LOSS for a CLAIM made under Section I. **INSURING AGREEMENT**, A. and B. shall not exceed the amount stated in the CERTIFICATE as Per Claim Limit of Liability.
- D. Our liability under the CERTIFICATE for the combined total of all LOSS for all CLAIMS and POTENTIAL CLAIMS presented under Section I. **INSURING AGREEMENT**, A. and B. shall not exceed the amount stated in the CERTIFICATE as the CERTIFICATE Aggregate Limit of Liability.

- E. One Limit of Liability shall apply to one CLAIM regardless of whether the CLAIM is reported both by the INSURED AGENT and by the SPONSORING ENTITY under Section I. **INSURING AGREEMENT**, A. and B. In the event a CLAIM is reported both by the INSURED AGENT and by the SPONSORING ENTITY, the Limit of Liability shall be applied first to loss paid on the INSURED AGENT'S behalf and to the extent the Limit of Liability is not exhausted, to LOSS paid on behalf of the SPONSORING ENTITY, all subject to the Limit of Liability.

Section I. **INSURING AGREEMENT, C.**

- A. All Limits of Liability shall apply in excess of the deductible. All amounts paid in satisfaction of claims or potential claims are subject to the applicable Limit of Liability.
- B. All CLAIM EXPENSES incurred for CLAIMS made under Section I. **INSURING AGREEMENT**, C. shall be within the applicable Limit of Liability as stated on the Declarations Page. Payment of CLAIM EXPENSES erodes and may totally exhaust this Limit of Liability.
- C. The Limit of Liability shown for this coverage is the maximum aggregate Limit of Liability for all LOSS and CLAIM EXPENSES from all CLAIMS made under Section I. **INSURING AGREEMENT**, C.

VII. MULTIPLE INSUREDS, CLAIMS, AND CLAIMANTS

The inclusion of more than one INSURED in any CLAIM or the making of CLAIMS by more than one person or organization shall not increase the Limits of Liability or the deductible. Two or more CLAIMS arising out of a single WRONGFUL ACT, or a series of related or continuing WRONGFUL ACTS, shall be a single CLAIM. All such CLAIMS, whenever made, shall be considered first made on the date on which the earliest CLAIM was first made arising out of such WRONGFUL ACT, as defined in the POLICY, and all such CLAIMS are subject to one Per CLAIM Limit of Liability and deductible.

VIII. DEDUCTIBLE

For CLAIMS made under Section I. **INSURING AGREEMENT**, A. and B., the INSURED AGENT shall be responsible for the deductible indicated on the CERTIFICATE. The deductible applies to LOSS and not CLAIM EXPENSES.

For CLAIMS made under Section I. **INSURING AGREEMENT**, C., the SPONSORING ENTITY shall be responsible for the deductible indicated on the Declarations Page. The deductible applies to LOSS and CLAIM EXPENSES.

The deductible applies to each CLAIM under the **INSURING AGREEMENT** and any additional coverage extensions by endorsement. Payment of the deductible shall be made within thirty (30) days of receipt of demand for payment by us.

IX. SUBROGATION

If we pay any LOSS or CLAIM EXPENSE, we have subrogation rights of the INSURED against any person or organization. The INSUREDS shall execute all papers we require and shall do everything that may be necessary to preserve, secure, and pursue our rights, including the execution of such documents as may be necessary to enable us to bring suit in the name of the INSUREDS. All INSUREDS shall cooperate with us and do nothing to jeopardize, prejudice, or terminate such rights. We shall not exercise any subrogation rights against any INSUREDS, unless the CLAIM arises from any dishonest, fraudulent, or malicious act of such INSURED.

X. REIMBURSEMENT TO COMPANY

If we have paid any amounts as LOSS in satisfaction of any CLAIMS in excess of the applicable Limit of Liability, or have paid LOSS within the amount of the applicable deductible, the INSURED shall be liable to us for any and all such amounts and shall pay such amounts to us within 30 days of our demand.

XI. PREMIUMS

The INSURED AGENT shall pay the Corporation the premium due, in the amount stated in each INSURED AGENT CERTIFICATE issued under this POLICY, and the payment of such premium shall be a condition precedent to any coverage under this POLICY.

XII. ACQUISITIONS AND MERGERS

In the event of any merger, consolidation, amalgamation or acquisition involving the SPONSORING ENTITY and any other insurance company or any material change in the SPONSORING ENTITY'S operations, the SPONSORING ENTITY shall notify the Corporation of such change within 90 days of the date of such change.

There will be no coverage for prior acts of the acquisition unless endorsed.

XIII. TERMINATION OF COVERAGE

The POLICY shall terminate at the earliest of the following:

- A. upon the date the SPONSORING ENTITY surrenders the POLICY to us or our authorized representative or if the POLICY is terminated by mailing to us written notice the date within the notice stating when thereafter the cancellation may be effective. Any earned premium shall be computed on a short rate basis;
- B. upon the effective date of cancellation stated in our written notice of cancellation, if the POLICY is terminated by us for any reason and the SPONSORING ENTITY on behalf of the INSURED AGENT receives notice at least thirty (30) days prior to the effective date of cancellation. Any earned premium will be computed pro rata;
- C. upon expiration of the POLICY PERIOD as set forth in the Declarations.

The CERTIFICATE shall terminate at the earliest of the following:

- D. upon removal from the roster for failure to pay premium;
- E. upon termination of the agency agreement with the SPONSORING ENTITY;
- F. upon expiration of the CERTIFICATE PERIOD or POLICY PERIOD as set forth in the Declarations.

XIV. EXTENDED REPORTING PERIOD**A. AUTOMATIC EXTENDED REPORTING PERIOD for INSURED AGENTS.**

1. If a CERTIFICATE is terminated by us or the INSURED AGENT in accordance with Section XIII. **TERMINATION OF COVERAGE**, E. or F., and if the INSURED AGENT has not obtained a replacement insurance policy, this POLICY shall continue to apply to CLAIMS and POTENTIAL CLAIMS first made against an INSURED and reported to us during the CERTIFICATE PERIOD shown on the terminated CERTIFICATE arising out of WRONGFUL ACTS that occurred prior to the date of termination. However, if termination occurs less than thirty (30) days prior to the expiration of the CERTIFICATE PERIOD, and the INSURED AGENT has not obtained a replacement insurance policy, this POLICY shall continue to apply to CLAIMS and POTENTIAL CLAIMS first made against an INSURED during the CERTIFICATE PERIOD shown on the terminated CERTIFICATE arising out of WRONGFUL ACTS that occurred prior to the date of termination, and reported to us during the 30 days immediately following the date of termination.
2. For those INSURED AGENTS not subject to subsection A.1. above, if the SPONSORING ENTITY or we elect not to renew this POLICY or if we cancel this POLICY, and if the INSURED AGENT has not obtained a replacement insurance policy, this POLICY shall continue to apply to CLAIMS and POTENTIAL CLAIMS first made against an INSURED during the CERTIFICATE PERIOD arising out of WRONGFUL ACTS that occurred prior to the date of termination and reported to us during the thirty (30) days immediately following the date of termination of the POLICY.

An offer to renew the POLICY for a different premium, deductible amount, limit of liability or for different policy terms or conditions shall not constitute a termination of coverage for purposes of this paragraph A.2.

B. OPTIONAL EXTENDED REPORTING PERIOD for INSURED AGENTS.

1. If the SPONSORING ENTITY or we elect not to renew or cancel this POLICY, or elect not to renew or terminate coverage with respect to an INSURED AGENT, or if a CERTIFICATE is cancelled by either the SPONSORING ENTITY on behalf of the INSURED AGENT or us, the INSURED AGENT shall have the right to purchase an Optional Extended Reporting Period by paying, within thirty (30) days of the termination date, 75% of the annual premium per INSURED AGENT as listed in the CERTIFICATE. Such Extended Reporting Period will begin immediately following the CERTIFICATE PERIOD or the CERTIFICATE PERIOD shown on the terminated CERTIFICATE and will run for one year, covering CLAIMS first made against the INSURED and reported to us during the one-year Extended Reporting Period arising from WRONGFUL ACTS taking place before the date of termination.
2. The INSURED AGENT shall only have the right to any Optional Extended Reporting Period, if:
 - a. The INSURED AGENT is rostered by the SPONSORING ENTITY as having paid all premium or deductible as due;
 - b. The INSURED AGENT has not failed, after demand, to reimburse us such amounts as we have paid in settlement of CLAIMS or in satisfaction of judgments in excess of the limit of liability or within the amount of the applicable deductible;
 - c. On termination of coverage under the POLICY, the INSURED AGENT has not had their license as a life, accident and sickness agent, a life, accident and sickness insurance general agent or a life, accident and sickness insurance broker suspended, revoked or the license is not surrendered due to a formal complaint by a regulatory authority, or the INSURED AGENT is not prohibited by law to provide PROFESSIONAL SERVICES as defined in Section II. **DEFINITIONS** of this POLICY.

C. OPTIONAL EXTENDED REPORTING PERIOD FOR RETIRED OR DISABLED AGENTS.

In the event the INSURED AGENT retires from the business of selling and servicing life and accident & sickness insurance and any related products covered by the terms of this POLICY, or becomes totally disabled or dies, an INSURED AGENT or any heir, executor, administrator, assignee, or legal representative shall have the right to purchase an Extended Reporting Period if an INSURED AGENT has not already purchased an Extended Reporting Period, as shown in B. of Section XIV.

An INSURED AGENT will be considered to be retired or totally disabled if the INSURED AGENT has voluntarily surrendered all insurance license(s) and mutual funds license(s) at the time of the purchase of coverage under this Section XIV. C., and the INSURED AGENT has ceased rendering PROFESSIONAL SERVICES.

To obtain this optional coverage, the INSURED AGENT must pay, within thirty (30) days of the end of the CERTIFICATE PERIOD following the retirement or disability date, the premium shown in the following schedule and must have met the conditions set forth in B.2, of this Section XIV. The Extended Reporting Period will begin immediately following the end of the CERTIFICATE PERIOD in which the retirement or disability occurs and will cover CLAIMS first made against the INSURED AGENT and reported to us during the Extended Reporting Period and arising from WRONGFUL ACTS taking place before the date of retirement or disability.

SCHEDULE:

Discovery Period Term	Flat Premium (the percentage of the annual premium shown on the INSURED AGENT'S CERTIFICATE, or in the latest renewal endorsement:)
3 years	150%
4 years	175%
5 years	200%
6 years	220%
7 years	240%
8 years	260%
9 years	280%
10 years	300%
Unlimited	400%

- D. Our Limit of Liability for any optional Extended Reporting Period shall be the Limit of Liability shown on the INSURED AGENT'S CERTIFICATE and will be combined with and a continuation of the last CERTIFICATE PERIOD. Options to extend the reporting period do not extend the CERTIFICATE PERIOD. The entire premium for an Extended Reporting Period Option shall be deemed fully earned at the commencement of the Extended Reporting Period.

XV. OTHER INSURANCE

If there is other insurance applicable to a CLAIM covered by this POLICY, this POLICY shall be deemed excess insurance over and above the applicable Limits of Liability of all such other insurance unless such other insurance is specifically written as excess insurance over the Limits of Liability provided in the POLICY.

XVI. ACTION AGAINST US

No action shall lie against us unless, as a condition precedent thereto, all INSURED'S shall have fully complied with all the terms and conditions of this POLICY and not until the amount of all INSURED'S obligations to pay has been finally determined either by judgment against all INSURED'S after actual trial or by written agreement of you, the claimant, and us.

Nothing contained in the POLICY shall give any person or organization any right to join us as a co-defendant in any action against any INSURED to determine any insured's liability.

XVII. APPLICABLE LAWS

Any terms of the POLICY which are in conflict with any laws and regulations governing the POLICY are hereby amended to conform to such laws and regulations.

XVIII. TERRITORY

This POLICY applies to WRONGFUL ACTS that occur anywhere in the world, but an INSURED'S responsibility to pay LOSS must be determined through settlement or through SUIT brought in the United States, its territories or possessions, or Canada.

XIX. WAIVER

Our failure to insist on strict compliance with any of the terms, provisions, or conditions to coverage of this POLICY or the failure to exercise any right or privilege shall not operate or be construed as a waiver thereof or of any subsequent breach thereof or a waiver of any other terms, provisions, conditions, privileges, or rights.

XX. LIBERALIZATION

If, during the POLICY PERIOD we adopt revised provisions for this POLICY in order to afford, without additional premium, broader insurance to all INSUREDS of the types of professionals covered by this POLICY, such provision will apply to this POLICY effective the date the provision has been approved by the appropriate regulatory authority and such revision shall apply only to CLAIMS or POTENTIAL CLAIMS of which you first become aware, after the date of such approval.

XXI. ENTIRE AGREEMENT

By acceptance of this POLICY, all INSUREDS reaffirm as of the effective date of this POLICY that (a) the statements in the Declarations and most recent applications and all information communicated to us are true and accurate, (b) this POLICY is issued in reliance upon the truth and accuracy of such representations which are material to our issuance of this POLICY and (c) this POLICY embodies all agreements between all INSUREDS and us or any of our agents relating to this insurance.

XXII. CHANGES

No change or modification of this POLICY shall be effective except when made by a written endorsement to this POLICY which is signed by our authorized representative.

XXIII. NO ASSIGNMENT

Neither this POLICY nor any INSURED'S interest in this POLICY may be assigned without our written consent.

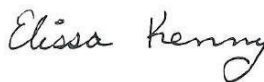
XXIV. CURRENCY

Whenever used in this contract the word "dollars" and the sign "\$" shall mean Canadian dollars.

SRCSAIC – CANADIAN BRANCH



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch

LIMITS OF LIABILITY AND RATE TABLES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that each INSURED AGENT shall elect from the Limits set out in the following schedule at the premium indicated:

Limit of Liability for Agents Who Are Licensed as Life and Accident and Sickness (A&S) Only

	Each Claim/Aggregate ¹	Deductible ²	Premium
Option 1	\$1,000,000/\$2,000,000	\$ 0 Each Claim	\$441.00
Option 2	\$2,000,000/\$2,000,000	\$ 0 Each Claim	\$547.00
Option 3	\$5,000,000/\$5,000,000	\$ 0 Each Claim	\$730.00
Option 4	\$8,000,000/\$8,000,000	\$ 0 Each Claim	\$1,542.00
Option 5	\$10,000,000/\$10,000,000	\$ 0 Each Claim	\$2,026.00

Limit of Liability for Agents Who Are Life, Accident and Sickness (A&S) and Mutual Funds Licensed

	Each Claim/Aggregate ¹	Deductible ²	First Year of License Premium	After First Year of License Premium
Option 1	\$1,000,000/\$2,000,000	\$ 0 Each Claim	\$475.00	\$526.00
Option 2	\$2,000,000/\$2,000,000	\$ 0 Each Claim	\$534.00	\$593.00
Option 3	\$5,000,000/\$5,000,000	\$ 0 Each Claim	\$735.00	\$816.00
Option 4	\$8,000,000/\$8,000,000	\$ 0 Each Claim	\$1,542.00	\$1,542.00
Option 5	\$10,000,000/\$10,000,000	\$ 0 Each Claim	\$2,026.00	\$2,026.00

Limit of Liability for Employees of Canada Life (PMAC AND FSC) Who Are Licensed

	Each Claim/Aggregate ¹	Deductible ²	Premium
Option 1	\$1,000,000/\$2,000,000	\$ 0 Each Claim	\$475.00
Option 2	\$2,000,000/\$2,000,000	\$ 0 Each Claim	\$534.00
Option 3	\$5,000,000/\$5,000,000	\$ 0 Each Claim	\$735.00
Option 4	\$8,000,000/\$8,000,000	\$ 0 Each Claim	\$1,542.00
Option 5	\$10,000,000/\$10,000,000	\$ 0 Each Claim	\$2,026.00

Limit of Liability for Registered Representative (IIROC license):

	Each Claim/Aggregate ¹	Deductible ²	Premium
Option 1	\$1,000,000/\$2,000,000	\$2,500 Each Claim	\$613.00

\$ 0 if the INSURED AGENT has been CLAIM-free for the past three CERTIFICATE PERIODS²

\$ 1,000 if the INSURED AGENT has not been CLAIM-free for the past three CERTIFICATE PERIODS²

¹ \$5,000,000 Aggregate Limit each policy period applicable to business placed in the province of Manitoba.

² For purposes of determining the deductible only, CLAIM is defined as an Errors and Omissions incident or situation for which any LOSS payment or any LOSS reserve is made or established by or on behalf of the INSURED AGENT.

Limit of Liability for Licensed Assistants

Each Claim/Aggregate	Deductible	Premium
\$1,000,000/\$2,000,000	\$1,000 Each Claim	\$312.00

Limit of Liability for Unlicensed Assistants

Each Claim/Aggregate	Deductible	Premium
\$500,000/\$1,000,000	\$1,000 Each Claim	\$138.00

- Mandatory/Regulatory endorsements inclusive of the above premium. The INSURED AGENT'S election shall be reflected in the CERTIFICATE.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

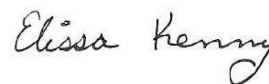
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Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch

REGULATORY LIMITS OF LIABILITY AND RATE TABLE FOR INSURED CORPORATION OF INSURED AGENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that the policy is amended as follows:

- I. In consideration of the following premium paid for coverage per entity in accordance with the Schedule below, and notwithstanding any provision in this policy to the contrary, **Section II. DEFINITIONS, INSURED**, is amended to add the following:

INSURED CORPORATION. INSURED CORPORATION means any corporation(s) of the INSURED AGENT which has paid the appropriate premium for coverage and who is included on the current roster of INSURED CORPORATIONS. The roster of INSURED CORPORATION shall be prepared and maintained by the SPONSORING ENTITY as a means of certifying the number of INSURED CORPORATIONS covered by this policy.

Coverage and limits afforded under this endorsement shall be in accordance with the Regulatory Endorsements listed below:

Provincial Regulatory Requirements	Endorsement	Limit Per INSURED CORPORATION Each CLAIM / Aggregate for All CLAIMS Per INSURED CORPORATION CERTIFICATE PERIOD
AMF	Quebec Coverage Endorsement Serial No. SP 4 573 0318	\$500,000 per CLAIM / subject to an aggregate of \$1,000,000 for all CLAIMS each CERTIFICATE PERIOD for an INSURED CORPORATION having three or fewer representatives; or \$2,000,000 for an INSURED CORPORATION having more than three representatives.
ICS	Saskatchewan Insurance Council Amendatory Endorsement Serial No. SP 5 876 0318	\$1,000,000 per CLAIM/ subject to an aggregate of \$2,000,000 for all CLAIMS each CERTIFICATE PERIOD.
ICBC	British Columbia Insurance Council Limits Amendatory Endorsement Serial No. SP 10 530 0417	\$1,000,000 per CLAIM/ subject to an aggregate of \$2,000,000 for all CLAIMS each CERTIFICATE PERIOD.

Premium Schedule:

EMPLOYEE COUNT	PREMIUM PER INSURED CORPORATION
1-5	\$300
Greater than 5	Coverage not available within this Program

- II. In consideration of the payment of an additional premium, **Section XIV. EXTENDED REPORTING PERIOD**, is amended to add the following:

OPTIONAL EXTENDED REPORTING PERIOD FOR A RETIRED INSURED CORPORATION.

In the event the INSURED AGENT retires an INSURED CORPORATION covered under this POLICY, the INSURED AGENT shall have the right to purchase an Extended Reporting Period for the retired INSURED CORPORATION only if an INSURED AGENT has not already purchased an Extended Reporting Period, as shown in B. or C. of Section XIV.

An INSURED AGENT will be considered to have retired an INSURED CORPORATION if the INSURED AGENT has sold the INSURED CORPORATION or the INSURED CORPORATION has ceased all operations at the time of the purchase of coverage under this Section XIV.

To obtain this optional coverage, the INSURED AGENT must pay, within thirty (30) days of the INSURED CORPORATION being sold or ceasing operations, the premium shown in the following schedule and must have met the conditions set forth in B.2, of this Section XIV. The Extended Reporting Period will begin immediately following the date the INSURED CORPORATION is sold or ceases operations and will cover CLAIMS first made against the INSURED AGENT and reported to us during the Extended Reporting Period and arising from WRONGFUL ACTS taking place before the date of retirement.

SCHEDULE:

Discovery Period Term	Flat Premium (the percentage of the annual premium charged under the CERTIFICATE at the time of purchase for the INSURED CORPORATION)
3 years	150%
4 years	175%
5 years	200%

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024 Policy No. WLE4ON011948604
Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus
Distribution Services Ltd.

Countersigned.

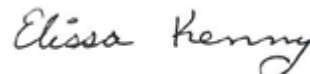
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Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**EXPANSION OF DEFINITION OF PROFESSIONAL SERVICES**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any provision to the contrary in the POLICY:

Section II. DEFINITIONS, P. PROFESSIONAL SERVICES is deleted and replaced with the following:

P. PROFESSIONAL SERVICES. PROFESSIONAL SERVICES means services rendered to others as:

1. a provincially or territorially licensed life, accident and sickness insurance agent, or a provincially or territorially licensed life, accident and sickness insurance broker as respects financial planning (whether fee or commission based) advice, sales and servicing associated with the following products:

- Life Insurance Products
- Annuities
- Accident and Sickness Insurance Products (including Disability Income)
- Pension and Profit Sharing Plans
- Guaranteed Investment Certificates
- Registered Retirement Income Funds
- Registered Retirement Savings Plans
- Registered Education Savings Plans
- Registered Disability Savings Plans
- Tax Free Savings Accounts
- Travel Insurance

or as respects to the referral of individuals to the following for the purchase of securities:

- AGF Private Investment Management Ltd.
- Assante Private Client
- Assante Asset Management Ltd.
- Connor, Clarke & Lunn Private Capital Ltd.
- High Street Asset Management Inc.
- Fiduciary Trust
- Laurentian Bank Securities
- T.E. Investments Counsel, Inc.
- Cardinal Capital Management, Inc.
- National Bank Financial Ltd.
- Chartwell Asset Management, Inc., but only for services rendered prior to April 1, 2010
- B2B Financial Services, Inc.
- M.R.S. Securities Services, Inc., but only for services rendered prior to April 1, 2013
- Doherty and Associates
- Manulife One
- Qtrade Financial Group
- Canada Life Securities Ltd.
- Value Partners

However, with respect to CLAIMS arising from Qtrade referrals, our sub-limit of liability for all LOSS during the CERTIFICATE PERIOD will not exceed \$1,000,000 each CLAIM and all CLAIMS each CERTIFICATE PERIOD. All amounts paid by us for all LOSSES are part of, and not in addition to, the Aggregate Limit of Liability stated in the CERTIFICATE.

2. a licensed Mutual Fund representative as respects financial planning (whether fee or commission based), advice, sales and servicing associated with the following products:
 - Mutual Funds
 - Labour Sponsored Funds
 - Principal Protected Notes approved by and distributed through Quadrus
3. a licensed life, accident and sickness insurance agent, or a licensed life, accident and sickness insurance broker referring qualified individuals to MORTGAGE BROKERS, MORTGAGE BROKERAGES, or Federally or Provincially Licensed Financial institutions with respect to mortgages, or referring individuals to property and casualty agents with respect to property and casualty insurance.
4. an advisor and seller of National Bank of Canada products under the terms of the agreement signed between the National Bank of Canada and the SPONSORING ENTITY with respect to the products listed below:
 - Registered Retirement Savings Plan (RRSP) Loan
 - New Investments Loan – Interest Only (LOC) – Quebec
 - New Investment Loans – Canada
 - Cash Surrender Value Line of Credit
 - Interest-Only Investment Loan - Canada
5. as a current licensed Property and Casualty insurance intermediary with respect to activities relating to and including the sale of property and casualty insurance. It is understood and agreed that only with respect to this subparagraph 5., UNITY Insurance Brokers (Windsor) Ltd. is added as an additional INSURED, but only with respect to vicarious liability arising out of coverage afforded to London Life agents covered by this endorsement.
6. services rendered to others as a Personal Income Tax Preparer, but only when using software which has been approved and certified by the Canada Revenue Agency (CRA). Coverage under this section shall only apply to tax preparation for persons deemed as “individuals” by the CRA and filing a T1 General Return and in no way shall apply to Corporation filings which complete the T2 Corporation Income Tax Returns and/ or T3 Income Tax Return as filed with the CRA. A \$2,500.00 deductible shall apply, and coverage is only for those agents electing and qualifying for such coverage as noted on the INSURED AGENT'S CERTIFICATE.
7. a licensed and/or Registered Representative (IIROC license) as respects financial planning (whether fee or commission based), advice, solicitation, sales and servicing associated with the following products:
 - Securities

Section II. DEFINITIONS is amended to add the following:

MORTGAGE BROKER shall mean as defined in the Mortgage Brokers Act.

MORTGAGE BROKERAGE shall mean as defined in the Mortgage Brokers Act.

SECURITIES. SECURITIES shall mean any debt and equity securities (other than variable annuities, variable life insurance, units of mutual funds and exempt market products) approved by the SPONSORING ENTITY or its subsidiary, but only if securities coverage is purchased for additional premium.

Section III. EXCLUSIONS is amended to add the following:

This policy does not apply to CLAIMS arising out of activities as a MORTGAGE BROKER, including underwriting of the mortgage.

For purposes of this endorsement only, **SECTION III. EXCLUSIONS, N.** is deleted and replaced with the following:

- N. **OTHER SERVICES.** Any CLAIM based upon, arising out of, attributable to, directly or indirectly resulting from, or in connection with an INSURED'S activities in rendering actuarial, accounting, legal or tax advising services or referral to those offering such services, or services rendered as a property and casualty insurance agent or broker;

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.


SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**BREACH OF PERSONAL DATA EXTRA EXPENSE ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

It is understood and agreed that coverage afforded by this POLICY is amended as follows, subject always to the Coverage Warranty below:

Coverage Warranty. Coverage afforded by this endorsement shall not apply unless the INSURED AGENT has implemented current encryption and commonly accepted technologies and methodologies designed: to secure PERSONAL DATA and appropriate to the size and structure of the INSURED AGENT'S insurance practice and designed to render such data indecipherable to unauthorized individuals and only if such technologies and methodologies are in place at the time of the BREACH, provided however, that any such technologies and methodologies must comply with privacy regulations found within the Personal Information Protection and Electronic Documents Act (PIPEDA) or any other federal, provincial or local law or regulation, governing any industry in which the INSURED AGENT is rendering its PROFESSIONAL SERVICES.

BREACH OF PERSONAL DATA EXTRA EXPENSE PROTECTION. If, during the CERTIFICATE PERIOD, PERSONAL DATA of others is compromised as a result of a BREACH of the INSURED AGENT'S network security through hacking, mismanagement, loss, or theft due to the INSURED AGENT'S negligent act, error or omission, we will pay up to \$10,000 per incident of BREACH subject to a CERTIFICATE PERIOD aggregate limit of \$10,000 for reasonable and necessary expenses incurred by an INSURED AGENT as a result of any BREACH in connection with the INSURED AGENT'S PROFESSIONAL SERVICES. The extra expense must be incurred by the INSURED AGENT:

- a. to consult with legal counsel on how best to respond to the BREACH;
- b. to consult with Information Technologies professionals to determine the nature and extent of the BREACH; or
- c. to assist in notification of the individuals who have been affected by the BREACH.

A \$1,000 deductible applies to each incident of BREACH reported under this paragraph.

It is understood and agreed that for the purposes of this endorsement only, coverage afforded by this endorsement shall not apply to any INSURED AGENT who is, in whole or in part, a licensed employee, manager, group representative, financial counsellor, or SPECIALIST of the SPONSORING ENTITY.

It is further understood and agreed that as respects this endorsement only, Section II. **DEFINITIONS**, is amended to add the following:

BREACH. The term breach means any misappropriation or unauthorized access, use, disclosure, modification, publication, theft, disappearance, or destruction of PERSONAL DATA within the care, custody or control of the INSURED AGENT. Breach does not include any misappropriation or unauthorized access, use, disclosure, modification, publication, theft, disappearance, or destruction of personal data within the care, custody or control of:

1. a third party to whom the INSURED AGENT has intentionally provided the PERSONAL DATA, or
2. the SPONSORING ENTITY

INCIDENT. INCIDENT means any one BREACH or a series of related or continuing interrelated BREACHES.

PERSONAL DATA. PERSONAL DATA means all non-public information, whether written or electronic:

- a. all information, whether written or electronic, which, when used alone or when combined with other personal or identifying information, relates to an individual and allows that individual to be identified; or;

- b. all information concerning an individual, whether written or electronic, that would be considered protected personal information or health information as defined within any applicable federal, provincial, local government or foreign legislation pertaining to identity theft or privacy protection.

SOLE PROPRIETORSHIP. SOLE PROPRIETORSHIP means an agency or brokerage which is individually owned and operated by the INSURED AGENT which neither contracts nor employs other licensed agents.

- C. For the purposes of this endorsement only, Section III. **EXCLUSIONS** is amended to add the following exclusions:
1. any BREACH resulting from any act committed by an individual or individuals acting in an effort to coerce civilian populations or to influence the policy or affect the conduct of any federal, provincial or local government;
 2. any BREACH resulting from any failure of the INSURED AGENT to implement current encryption and commonly accepted technologies and methodologies designed to secure personal data and appropriate to the size and structure of the INSURED AGENT'S business practice;
 3. any BREACH resulting from any failure of the INSURED AGENT to comply with any applicable privacy regulations found in the personal information Protection and Electronic Documents Act (PIPEDA) or any other federal or provincial law or regulation, governing any industry in which the INSURED AGENT is rendering its PROFESSIONAL SERVICES.
 4. any BREACH arising out of or in connection with the misappropriation or unauthorized access, use, disclosure, modification, publication, theft, disappearance, or destruction of PERSONAL DATA within the care, custody or control of the SPONSORING ENTITY or in connection with any breakdown, failure, surge, or other infrastructure compromise arising from the SPONSORING ENTITY's systems.
 5. any BREACH arising out of or in connection with the misappropriation or unauthorized access, use, disclosure, modification, publication, theft, disappearance, or destruction of PERSONAL DATA within the care, custody or control of the agency or brokerage under which the INSURED AGENT is conducting business or in connection with any breakdown, failure, surge, or other infrastructure compromise arising from the agency systems under which the INSURED AGENT is conducting business; other than a SOLE PROPRIETORSHIP.
 6. any BREACH occurring during the CERTIFICATE PERIOD that is not reported promptly to us in writing and in no event reported to us in writing longer than 30 days from the expiration of the CERTIFICATE PERIOD of the INSURED AGENT.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**EXPANSION OF DEFINITION OF INSURED****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Notwithstanding any provision to the contrary in the POLICY:

1. Section II., **DEFINITIONS, H.**, is amended to include the following:
 10. The SPONSORING ENTITY'S Managers, Group Representatives, Group Service Representatives, Staff Financial Counselors, Investment & Retirement Managers, and Investment & Retirement Specialists who have paid a premium for coverage and who manage, supervise or assist an INSURED AGENT in rendering PROFESSIONAL SERVICES but who do not otherwise meet the definition of INSURED AGENT because they are employees of the SPONSORING ENTITY.
2. Section III., **EXCLUSIONS, A.3.**, is deleted and replaced with the following as respects to those INSUREDS as defined in paragraph 1. of this endorsement.
 - A. 3. a common conduct by the INSURED AGENTS as directed by the SPONSORING ENTITY.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**DEFENSE - PROFESSIONAL CONDUCT INVESTIGATION ENDORSEMENT THIS****ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

In consideration of the premium charged, subject to all other terms, conditions, and deductibles of this POLICY, it is hereby agreed that defense coverage otherwise afforded by this POLICY is extended to include the following:

We will pay, up to the monetary limit shown below, for the costs of defending an investigation or other action brought by the Provincial Department of Professional Conduct, insurance department, or similar public organization (hereinafter referred to as "the investigation"). Provided:

1. The INSURED AGENT agrees to be served by the legal counsel that we choose or approve; and
2. The investigation must arise from a claim covered by this POLICY.

With respect to coverage afforded by this endorsement, sublimits shall be:

\$ 65,000.00 Per Agent

\$ 65,000.00 Annual Aggregate

Coverage afforded by this endorsement does not apply to any fine, penalty, or sanction arising from the investigation.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**SPONSORING ENTITY COVERAGE EXTENSION ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****Section I., INSURING AGREEMENT, B.** of the POLICY is amended to include the following:

Notwithstanding any other provision in this POLICY to the contrary, when an INSURED AGENT is removed from the roster prepared and maintained by the SPONSORING ENTITY, coverage afforded to the SPONSORING ENTITY as specified in Section I., INSURING AGREEMENT, B., shall continue under this POLICY for the WRONGFUL ACTS of such INSURED AGENT, but only for those WRONGFUL ACTS that occurred while such INSURED AGENT'S name was included on the roster.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.


SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**BANK PRODUCT REFERRAL AND SERVICING ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

In consideration of the payment of an additional premium, coverage afforded by this POLICY is amended, as follows:

- A. **SECTION II. DEFINITIONS, P. PROFESSIONAL SERVICES, Item 1.** is amended to add the following definition:

BANK PRODUCT REFERRAL AND SERVICING activities.

- B. **SECTION II. DEFINITIONS** is amended to add the following definitions:

BANKING INSTITUTION. BANKING INSTITUTION means any Member Institutions of the Canadian Deposit Insurance Corporation (CDIC).

BANK PRODUCT REFERRAL AND SERVICING. BANK PRODUCT REFERRAL AND SERVICING means referring customers to the BANKING INSTITUTION for the purpose of establishing deposit accounts, delivery of a deposit applications and other documents related to that application as requested by the BANKING INSTITUTION, and delivering marketing material and related documents approved by the BANKING INSTITUTION to customers. It also means referring customers to apply for a loan with the BANKING INSTITUTION, assisting with the completion of loan documents as the BANKING INSTITUTION may direct, delivering materials to customers, submitting fully executed loan documents to the BANKING INSTITUTION and inputting data into software approved by the BANKING INSTITUTION.

IMMEDIATE FAMILY. Immediate family means the spouse, legal domestic partner, parent, sibling, or child or step-child of the insured.

MORTGAGE BROKER. MORTGAGE BROKER means an intermediary who brings borrowers and lenders together for the purpose of loan origination, by finding lending institutions, insurance companies, or private sources to lend the money.

OWNERSHIP INTEREST. As used in this endorsement, OWNERSHIP INTEREST means:

1. any present or future interest in the title to or right to use any property;
2. any mortgage on, advancement of any down payment, closing costs, or related fees, security interest in, lien on, or financial interest in, any property;
3. contract to purchase or option to purchase property; or
4. any beneficial or equitable right, title, or interest in any property.

OWNERSHIP INTEREST does not include the right to commissions earned in the normal course of business on the sale of any property.

- C. For the purposes of this endorsement only, **SECTION III. EXCLUSIONS** is amended to add the following exclusions:

ACTIONS WITHOUT AUTHORITY. Any CLAIM against an INSURED who is not acting with authority from the BANKING INSTITUTION.

FAILURE TO COMPLETE TRAINING. Any CLAIM arising from any activity which requires specific training of any INSURED if such INSURED has failed to successfully complete the training courses required by the BANKING INSTITUTION.

FRAUD. Any CLAIM based upon, arising out of or attributable to a dishonest, fraudulent, criminal, intentional, willful, or malicious act, fraudulent transaction, fraudulent scheme, or forgery.

INCOME VERIFICATION. Any CLAIM arising from income verification performed by the INSURED.

INSOLVENCY. Any CLAIM arising out of the insolvency, receivership, bankruptcy, liquidation or financial inability of any BANKING INSTITUTION or any financial institution connected with a BANKING INSTITUTION;

MORTGAGE BROKER. Activities as a MORTGAGE BROKER, including underwriting of the mortgage.

OWNERSHIP INTEREST. Any CLAIM made against the INSURED arising out of or in connection with any property, entity, or enterprise which is either controlled, managed, operated by an INSURED, or in which there is an OWNERSHIP INTEREST by an INSURED or a member of the IMMEDIATE FAMILY of an INSURED.

PROMISES OR GUARANTEES. Any CLAIM arising out of the INSURED making promises or guarantees as to the acceptability of any loan application or making promises or guarantees as to the future value of any depository product.

VERIFICATION. Any CLAIM based upon, arising out of, or attributable to, any verification or communication of a customer's account balance, application or funds status, unless prior written confirmation of the verification has first been received from BANKING INSTITUTION by the INSURED.

D. Endorsement RETROACTIVE DATE: June 09, 2010 .

E. Additional Premium: Included .

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**BROKER DEALER ORGANIZATION VICARIOUS LIABILITY ENDORSEMENT
FOR INSURED AGENTS****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

We agree to pay on behalf of the INSURED AGENT defence costs sustained by the Broker Dealer Organization listed on the INSURED AGENT'S CERTIFICATE if such costs are incurred solely as a result of WRONGFUL ACT of the INSURED AGENT. Such coverage shall be limited to defence costs only and to no other part of LOSS and shall only apply where there is otherwise coverage for the INSURED AGENT in accordance with POLICY terms and conditions. The liability of the Corporation for such defence costs on account of all CLAIMS arising out of the coverage provided by this endorsement during the POLICY PERIOD shall be a part of, and not in addition to, the Limit of Liability stated in the Declarations or any applicable endorsement. The deductible, as stated in the Declarations, shall apply to each CLAIM.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective	April 01, 2024	Policy No.	WLE4ON011948604
Sponsoring Entity	The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.		

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**ALBERTA INSURANCE COUNCIL - AMENDATORY ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

It is agreed as respects to business placed in the Province of Alberta on or after April 1, 2006, the POLICY is hereby amended as follows:

I. SECTION VI. **LIMIT OF LIABILITY** is amended to add the following:

The Minimum Limit of Liability afforded to the INSURED with respect to the sale and service of Insurance as covered by this POLICY shall be no less than \$500,000 each CLAIM and an aggregate amount of \$2,000,000 for all CLAIMS during the CERTIFICATE PERIOD.

For purposes of this endorsement only "insured" shall include any trade name or dba under which an INSURED is doing business.

II. SECTION III. **EXCLUSIONS**, item B. is excluded in its entirety and replaced with the following:

- B. any intentional, dishonest, fraudulent, criminal or malicious act, or assault or battery; however, this exclusion with regard to fraudulent acts shall not apply to any INSURED who neither participated in nor ratified the fraudulent act. Any coverage afforded by this POLICY for fraudulent acts shall be included within the POLICY limit stipulated in the CERTIFICATE and in no event shall our liability for LOSS exceed \$500,000 per claim and \$2,000,000 for all CLAIMS during the CERTIFICATE PERIOD.

III. Part A. of SECTION XIV. **EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

EXTENDED REPORTING PERIOD.

A. **AUTOMATIC EXTENDED REPORTING PERIOD**

If a CERTIFICATE is terminated by us, and if the INSURED AGENT has not obtained a replacement insurance policy, the CERTIFICATE shall continue to apply to CLAIMS and POTENTIAL CLAIMS first made against an INSURED and reported to us during the CERTIFICATE PERIOD arising out of WRONGFUL ACTS that occurred prior to the date of termination. Upon termination of the CERTIFICATE PERIOD, if the INSURED AGENT has no other valid and collectible insurance, this POLICY shall continue to apply to CLAIMS and POTENTIAL CLAIMS first made against an INSURED during the CERTIFICATE PERIOD shown on the terminated CERTIFICATE arising out of WRONGFUL ACTS that occurred prior to the date of termination and that were reported to us during the 12 months immediately following the date of termination.

Such EXTENDED REPORTING PERIOD will begin immediately following the date of termination and will run for one year, covering CLAIMS first made against the INSURED and reported to us during the 12-month extension period and caused by such negligent acts, errors or omissions occurring during any prior consecutive CERTIFICATE PERIODS covered by this POLICY, renewal thereof, or any CERTIFICATE which this POLICY or CERTIFICATE replaced. For the purpose of our limit of liability, any EXTENDED REPORTING PERIOD will be combined with and be a continuation of the last CERTIFICATE PERIOD.

IV. SECTION IV. **REPORTING AND NOTICE** is amended to include the following:

It is further understood and agreed that we will accept notice of a CLAIM from a third party and will handle any such reported CLAIM in the manner provided for by this POLICY. The INSURED agrees to comply with all terms and conditions as set forth in this Section and elsewhere throughout this POLICY.

If a Claimant has a CLAIM resulting from a judgment or agreement between us and the Claimant against the INSURED for a negligent act, error or omission covered by the POLICY, we, upon demand by the Claimant, may pay the entire amount of the LOSS directly to the Claimant. The INSURED will reimburse us within 30 days of our request for such reimbursement, for any deductible that is applicable to such LOSS.

V. The POLICY is amended to add the following Section:

SECTION XXV. NOTICE TO THE ALBERTA INSURANCE COUNCIL.

In the event of non-renewal or cancellation of the POLICY or any CERTIFICATE, or restriction of the terms and conditions as set out in this endorsement, we agree to provide the Alberta Insurance Council 30 days advance notice of such non-renewal or cancellation, or restriction by Registered Mail.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

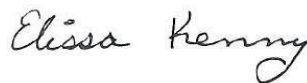
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Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch

**INSURANCE COUNCIL OF MANITOBA - AMENDATORY ENDORSEMENT THIS
ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

It is agreed as respects to business placed in the Province of Manitoba the policy is hereby amended as follows:

- I. notwithstanding the limits specified in the CERTIFICATE as elected by each INSURED AGENT, the limits of liability as respects Life, Accident and Sickness insurance agents or brokers shall be no less than \$1,000,000 "each claim" and \$5,000,000 annual aggregate.

- II. **Section III. EXCLUSIONS – Exclusion B. DISHONEST, CRIMINAL CONDUCT** is deleted and replaced with the following:

- B. **DISHONEST, CRIMINAL CONDUCT.** Any dishonest, fraudulent, criminal or malicious act, or assault or battery; however, this exclusion, with regard to dishonest or fraudulent acts, shall not apply to any INSURED who neither participated in nor ratified the dishonest or fraudulent act. Any coverage afforded by this POLICY for dishonest or fraudulent acts shall be included within the POLICY limit stipulated in the CERTIFICATE, and in no event shall our liability for LOSS exceed \$1,000,000 each CLAIM and \$5,000,000 for all CLAIMS during the POLICY PERIOD.

- III. **Section XIII. TERMINATION OF COVERAGE** is amended to add the following:

If we cancel, non-renew or delete an INSURED AGENT from this POLICY, we shall provide written notice of such cancellation, non-renewal or deletion by mailing by registered mail to the Superintendent of Financial Institutions and the Insurance Council of Manitoba, stating that not less than 15 days thereafter such cancellation, non-renewal or deletion shall be effective.

- IV. **Section XIV. EXTENDED REPORTING PERIOD, A.** is deleted and replaced with the following:

XIV. EXTENDED REPORTING PERIOD

- A. **AUTOMATIC EXTENDED REPORTING PERIOD**

If a CERTIFICATE is terminated or non-renewed by us, and if the INSURED AGENT has not obtained a replacement insurance policy, the CERTIFICATE shall continue to apply to CLAIMS and POTENTIAL CLAIMS first made against an INSURED during the CERTIFICATE PERIOD shown on the terminated CERTIFICATE arising out of WRONGFUL ACTS that occurred prior to the date of termination and taking place on or after the RETROACTIVE DATE, and reported to us during the 60 months immediately following the date of termination.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024 Policy No. WLE4ON011948604
Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus
Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**NEWFOUNDLAND AND LABRADOR COVERAGE ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- I. As respects business placed in Newfoundland and Labrador, we hereby agree to pay on behalf of the INSURED such LOSS in excess of the applicable deductible as specified in the CERTIFICATE and within the limit of liability of up to \$1,000,000 per CLAIM, \$1,000,000 aggregate, sustained by the INSURED by reason of liability imposed by law for LOSS caused by any fraudulent act of the INSURED arising out of PROFESSIONAL SERVICES rendered to others and scope of the business of the INSURED as specified in Section I of this POLICY, while this endorsement is in force and for which a CLAIM first made against the INSURED during the term of this endorsement and reported during the CERTIFICATE PERIOD or an extension period, subject to the following provisions:
- A. We reserve the right to pursue restitution from all INSUREDS involved with any CLAIM paid pursuant to this endorsement, whether by subrogation or any other legal means.
 - B. With respect to coverage provided under this endorsement, **Section III. EXCLUSIONS, B.**, is superseded to the extent it is inconsistent with this endorsement.
 - C. Our liability under this endorsement shall in no event exceed the amount which would have been payable under any policy of insurance which the INSURED, through fraudulent acts or omissions, failed to obtain or provide, but in no event shall our limit of liability exceed the limit of liability of this endorsement.
 - D. The coverage afforded under this POLICY pursuant to this endorsement shall not:
 - 1. benefit any person or entity committing, making or condoning any fraudulent act or omission;
 - 2. benefit any creditor or any INSURED hereunder for non-payment of accounts or refunds of premiums or taxes;
 - 3. apply to LOSS arising out of or in connection with the financial inability to pay, insolvency, receivership, bankruptcy, or liquidation of the INSURED or any affiliate of the INSURED;
 - 4. apply to LOSS covered under **Section I. INSURING AGREEMENT** of this POLICY.
 - E. With respect to CLAIMS made under this endorsement, we reserve the right to make payment directly to any third-party claimant;
 - F. The INSURED or any INSURED not implicated in any alleged fraudulent act which may give rise to a CLAIM under this endorsement shall give written notice as soon as practicable of:
 - 1. the discovery of any act or omission which will or may give rise to a CLAIM under the coverage afforded by this endorsement;
 - 2. the discovery of reasonable cause for suspicion of any act on the part of any INSURED which may give rise to a CLAIM under the coverage afforded under this endorsement.
 - G. In the event of a CLAIM under this endorsement, any INSURED not implicated in such fraudulent act or omission shall cooperate with us in the investigation of any such CLAIM and shall give such information and assistance to us as requested to enable us to obtain restitution from any INSURED committing such act and shall withhold for the benefit of us any money due or other property belonging to any implicated INSURED.

- II. We agree to give The Department of Justice Licensing and Enforcement Division, 2nd Floor, Elizabeth Avenue, P.O. Box 8700, St. John's Newfoundland A1B 4J6, written notice of any cancellation and further agrees that such notice shall not become effective until sixty (60) days after the date of such notice.

All other terms and conditions of this policy shall remain unchanged.


This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective	April 01, 2024	Policy No.	WLE4ON011948604
Sponsoring Entity	The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.		

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**ONTARIO INSURANCE ACT ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

For business placed pursuant to a life insurance licence in the province of Ontario, the coverage afforded under this POLICY shall also apply to LOSS in excess of the deductible and subject to the limit indicated in the CERTIFICATE for which the INSURED is legally liable for failure to obtain or provide insurance as a result of any fraudulent act or omission by one or more INSUREDS acting directly or in collusion with others in the conduct of the business of the INSURED as a licenced Life Insurance Agent as defined in the Insurance Act while this coverage is in force and for which a CLAIM is first made against the INSURED during the CERTIFICATE PERIOD, subject to the following provisions:

1. The amount payable under this POLICY by virtue of this endorsement shall in no event exceed the amount which would have been payable under such policy of insurance which the INSURED failed to obtain or provide, but in no event shall our limit of liability exceed the limit of liability of this endorsement.
2. In the event of the failure of the INSURED to pay LOSS to which this POLICY may apply by virtue of this endorsement upon demand of any claimant, then we shall make payment directly to such claimant and shall be entitled to reimbursement from the INSURED for the amount of the deductible applicable to such LOSS.
3. The coverage afforded under this POLICY by virtue of this endorsement shall not:
 - a. benefit any person or entity committing, making or condoning any such fraudulent act or omission;
 - b. benefit any creditor of any INSURED hereunder for non-payment of accounts, or refunds of premiums or premium taxes;
 - c. apply to LOSS arising out of or in connection with the financial inability to pay, insolvency, receivership, bankruptcy or liquidation of the INSURED or any affiliate of the INSURED.
4. The INSURED or any additional INSURED not implicated in such fraudulent act or omission shall give written notice as soon as practicable of:
 - a. the discovery of any act or omission which will or may give rise to a CLAIM under the coverage afforded by this endorsement;
 - b. the discovery of reasonable cause for suspicion of any act or omission on the part of any INSURED which may give rise to a CLAIM under the coverage afforded by this endorsement.
5. In the event of a CLAIM hereunder, any INSURED not implicated in such fraudulent act or omission shall cooperate with us in the investigation of any such CLAIM and shall give such information and assistance to us as requested to enable us to obtain restitution from any INSURED committing such act or omission, and shall withhold for the benefit of us any such money due or other property belonging to such INSURED.

The provisions of the various sections of the POLICY shall apply to this endorsement, except that it is specifically understood that the term "LOSS" as defined, shall not include amounts paid as recovery of premium or tax money commingled or misappropriated by an INSURED.

Our Limit of Liability as provided by this endorsement shall be \$1,000,000 per CLAIM and \$2,000,000 in the aggregate per INSURED subject to the POLICY aggregate. The deductible as provided by this endorsement shall be \$1,000 per CLAIM.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus
Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**QUEBEC COVERAGE ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Only with respect to conducting business in the province of Quebec and in accordance with the registration issued by the Autorité Des Marchés Financiers, it is agreed and understood as follows:

A. MINIMUM LIMITS OF LIABILITY

If the limits listed on the CERTIFICATE have been exhausted, this CERTIFICATE will comply with all minimum requirements for each representative, firm or independent partnership listed on the CERTIFICATE as set by the Autorité Des Marchés Financiers.

The minimum requirements are as follows:

1. With regard to the liability of a representative who acts on behalf of a firm without being one of its employees:
 - 1.1 The limit of liability shall be \$500,000 per CLAIM and an aggregate amount of \$1,000,000 for all CLAIMS made during the CERTIFICATE PERIOD.
2. With regard to the liability of an independent representative, a firm or an independent partnership:
 - 2.1 The limit of liability shall be \$500,000 per CLAIM and an aggregate amount of:
 - 2.1.1 \$1,000,000 for an independent representative;
 - 2.1.2 \$1,000,000 for a firm or independent partnership having three or fewer representatives;
 - 2.1.3 \$2,000,000 for a firm or independent partnership having more than three representatives.
3. All CLAIMS EXPENSES as provided for in Section II. D. of the POLICY wording shall be in addition to the applicable Limit of Liability.

B. DEDUCTIBLE

The deductible listed on the CERTIFICATE will be modified for all CLAIMS within the province of Quebec, and in accordance with the registration issued by the Autorité Des Marchés Financiers to meet all requirements as outlined below:

The deductible shall be the lesser of the deductible amount stated on the CERTIFICATE or:

1. \$10,000 for a representative who acts on behalf of a firm without being one of its employees;
2. \$10,000 for an independent representative, firm or independent partnership having three or fewer representatives;
3. \$25,000 for a firm or independent partnership having more than three representatives.

With respect to items 2 and 3 above, the amount of the deductible stipulated in the insurance contract may nevertheless be greater than the amounts set out above provided that the INSURED maintains at all times liquid assets at least equal to the amount stipulated in the contract. Liquid assets mean the total of cash and securities immediately convertible into cash.

C. INSURING AGREEMENT

For the purposes of this endorsement only, Section I. **INSURING AGREEMENT**, A. is deleted and replaced with the following:

A. **INSURING AGREEMENT.** We agree to pay in lieu and on behalf of the INSURED any amount that the INSURED shall be legally bound to pay to third parties as damages arising from CLAIMS first made against the INSURED and reported to us during the CERTIFICATE PERIOD, less the applicable deductible and up to the limit of liability set forth in the CERTIFICATE and modified by this endorsement, in respect of any fault or WRONGFUL ACT of the INSURED as a firm, or an independent insurance representative, or an independent insurance partnership, or an insurance representative acting for a firm without being one of its employees or mandataries, or the employees or trainees of representatives or partners who are employed by them in pursuing their duties, whether or not such persons are still engaged on the date of the CLAIM arising out of the rendering of PROFESSIONAL SERVICES as:

- 1) a representative in insurance of persons while holding the appropriate certificate issued by the Autorité Des Marchés Financiers; or
- 2) a group insurance representative while holding the appropriate certificate issued by the Autorité Des Marchés Financiers, or
- 3) a securities representative while holding the appropriate certificate issued by the Autorité Des Marchés Financiers as respects the sale and servicing of Annuities, Mutual Funds, the Registered Retirement Savings Plans, Registered Retirement Income Funds, Registered Retirement Education Funds, or Guaranteed Investment Certificates, and the sale of Pension and Profit Sharing plans, or
- 4) a financial planner while holding the appropriate certificate issued by the Autorité Des Marchés Financiers.

D. NOTICE TO THE AUTORITÉ DES MARCHÉS FINANCIERS.

Section XXV, is added to the POLICY as follows:

SECTION XXV

NOTICE TO THE AUTORITÉ DES MARCHÉS FINANCIERS.

- a) We must notify the Autorité Des Marchés Financiers of its intention not to renew or to cancel this POLICY or any CERTIFICATE thirty (30) days before the date of its non-renewal or cancellation.
- b) We must notify the Autorité Des Marchés Financiers on receipt of a notice of non-renewal or cancellation of this POLICY or CERTIFICATE.
- c) We must notify the Autorité Des Marchés Financiers of the receipt of any CLAIM whether it decides to honor it or not.

- E.** For the purposes of this endorsement only, Section XIV. **EXTENDED REPORTING PERIOD** is deleted and replaced with the following:

With respect to:

1. the cancellation or the suspension of the registration of the firm, the independent representative or independent partnership, or;
2. the cessation of activities whether due to death or not by an insurance representative acting for a firm without being one of its employees;

this POLICY shall apply to CLAIMS first made against the INSURED and reported to us against the INSURED during the 60 months immediately following the date of such cancellation, suspension, or cessation of activities caused by a fault, negligent act, error or omission covered by this POLICY and occurring during any prior POLICY periods of this POLICY, renewal thereof, or any POLICY issued by us which this POLICY replaced.

The Limit of Liability shall be restricted to the applicable limit required by the Autorité Des Marchés financiers set forth in Section A. **MINIMUM LIMITS OF LIABILITY** of this Endorsement. The Limit of Liability during the final POLICY PERIOD immediately preceding the cancellation or non-renewal of the POLICY shall apply to CLAIMS first made against the INSURED and reported to us during the final CERTIFICATE PERIOD together with CLAIMS the first made against the INSURED and reported to us during any Extended Reporting Period.

If the Extended Reporting Period option is exercised, it cannot be terminated by the Corporation or the NAMED INSURED.

Separate or new limits do not apply to the Extended Reporting Period. This does not extend the POLICY PERIOD or CERTIFICATE PERIOD. The application of the Extended Reporting Period shall not in any way increase the limit of liability stated in the CERTIFICATE. Any CLAIM made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding POLICY PERIOD or CERTIFICATE PERIOD.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective	April 01, 2024	Policy No.	WLE4ON011948604
Sponsoring Entity	The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.		

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**SASKATCHEWAN INSURANCE COUNCIL
AMENDATORY ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

In consideration of payment of an additional premium, and only with respect to the WRONGFUL ACTS of the INSURED in rendering PROFESSIONAL SERVICES with regard to Life, Accident and Sickness policies placed in the province of Saskatchewan, it is agreed and understood that if the limits listed in the CERTIFICATE have been exhausted, the CERTIFICATE limits will comply with all minimum Saskatchewan limits requirements, including coverage for Dishonest Acts as afforded this POLICY for each Saskatchewan licensed INSURED, firm or independent partnership listed in the CERTIFICATE and subject to all terms and conditions of the POLICY applicable to all INSUREDS.

For the purposes of this endorsement only, the Limit of Liability for each Saskatchewan licensed INSURED AGENT, firm or independent partnership shall be \$1,000,000 each CLAIM subject to an aggregate of \$2,000,000 for all CLAIMS each CERTIFICATE PERIOD. All defence expenses and supplementary payments as provided for in the POLICY wording shall be in addition to the applicable Limit of Liability for all CLAIMS made during the CERTIFICATE PERIOD.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

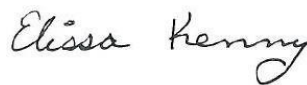
SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**SASKATCHEWAN DISHONEST ACT COVERAGE ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Only with respect to Life, Accident and Health Insurance Agents and Brokers Professional Liability Insurance placed in the province of Saskatchewan it is agreed and understood that we do hereby agree to pay on behalf of the INSURED such loss in excess of the applicable deductible as specified in the CERTIFICATE and within the limit of liability of up to \$1,000,000 per occurrence, \$1,000,000 aggregate, sustained by the INSURED by reason of liability imposed by law for LOSS caused by any dishonest or fraudulent act of the INSURED committed in the rendering of PROFESSIONAL SERVICES on behalf of the INSURED AGENT, while this endorsement is in force and for which a CLAIM is first made against the INSURED and reported to us during the CERTIFICATE, subject to the following provisions:

- A. We reserves the right to pursue restitution from all INSUREDS involved with any CLAIM paid pursuant to this endorsement, whether by subrogation or any other legal means.
- B. With respect to coverage provided under this endorsement, the Dishonest, Criminal Conduct Exclusion in Section III is superseded to the extent it is inconsistent with this endorsement.
- C. With respect to coverage provided under this endorsement, our obligations will cease, including all CLAIMS then in progress, on the date Limits of Liability under this POLICY or the sublimit of liability under this endorsement is exhausted whether by payment or tender of payment of LOSS.
- D. The coverage afforded under this POLICY pursuant to this endorsement shall not:
 - 1. benefit any person or entity committing, making or condoning any dishonest or fraudulent act or omission;
 - 2. benefit any creditor or any INSURED hereunder for non-payment of accounts or refunds of premiums or taxes;
 - 3. apply to LOSS arising out of or in connection with the financial inability to pay, insolvency, receivership, bankruptcy or liquidation of the INSURED or any affiliate of the INSURED;
- E. With respect to CLAIMS made under this endorsement, we reserve the right to make payment directly to any third-party claimant.
- F. The INSURED AGENT or any INSURED not implicated in any alleged dishonest or fraudulent act which may give rise to a CLAIM under this endorsement shall give written notice as soon as practicable of:
 - 1. the discovery of any act or omission which will or may give rise to a CLAIM under the coverage afforded by this endorsement;
 - 2. the discovery of reasonable cause for suspicion of any act on the part of any INSURED which may give rise to a claim under the coverage afforded under this endorsement.

- G. In the event of a CLAIM under this endorsement, any INSURED not implicated in such dishonest fraudulent act or omission shall cooperate with us in the investigation of any such claim and shall give such information and assistance to us as requested to enable us to obtain restitution from any INSURED committing such act and shall withhold for the benefit of us any money due or other property belonging to any implicated INSURED.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**BRITISH COLUMBIA INSURANCE COUNCIL
LIMITS AMENDATORY ENDORSEMENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

For the purposes of this endorsement only, in consideration of payment of an additional premium, and only with respect to the WRONGFUL ACTS of the INSURED in rendering PROFESSIONAL SERVICES as a British Columbian licensed agent in with regard to Life, Accident and Sickness policies placed in the province of British Columbia, it is agreed and understood that if the limits listed in the CERTIFICATE have been exhausted and subject to all terms and conditions of this POLICY, the CERTIFICATE Limit of Liability for each licensed INSURED AGENT, firm or independent partnership listed shall be \$1,000,000 each CLAIM, subject to an aggregate of \$2,000,000 for all CLAIMS each CERTIFICATE PERIOD. All defence expenses and supplementary payments as provided for in the POLICY wording shall be in addition to the applicable Limit of Liability for all CLAIMS made and reported during the CERTIFICATE PERIOD.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024 Policy No. WLE4ON011948604
Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus
Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

**BRITISH COLUMBIA INSURANCE COUNCIL
STATUTORY CONDITIONS AMENDATORY ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATUTORY CONDITIONS

1. **The contract:** The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract and no agent has authority to change the contract or waive any of its provisions.
2. **Material facts:** No statement made by the Insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
3. **Termination of Insurance:**
 - (1) The contract may be terminated
 - (a) by the Corporation giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the Insured at any time on request.
 - (2) If the contract is terminated by the Corporation,
 - (a) the Corporation must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice.
 - (3) If the contract is terminated by the Insured, the Corporation must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the Corporation at the time of termination.
 - (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.
4. **Corporation to furnish forms for proof of claim**

The Corporation must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her 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.
5. **When money payable other than for loss of time**

All money payable under the contract, other than benefits for loss of time, must be paid by the Corporation within 60 days after it has received proof of claim.

6. **When loss of time benefits payable**

The initial benefits for loss of time must be paid by the Corporation within 30 days after it has received proof of claim, and payment must be made after that date in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the Corporation remains liable for the payments if the person Insured, when required to do so, furnishes proof of continuing sickness or disability before payment.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

STATUTORY CONDITIONS ALBERTA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(1) PROPERTY OF OTHERS

The Corporation is not liable for loss or damage to property owned by a person other than the Insured unless:

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the Insured in that property is stated in the contract.

(2) CHANGE OF INTEREST

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

(3) MATERIAL CHANGE IN RISK

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

(4) TERMINATION OF INSURANCE

- (a) The contract may be terminated:
 - 1. by the Corporation giving to the Insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
 - 2. by the Insured at any time on request.
- (b) If the contract is terminated by the Corporation,
 - 1. the Corporation must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - 2. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

- (c) If the contract is terminated by the Insured, the Corporation must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (d) The 15-day period referred to in subparagraph (a) 1. of this condition starts to run on the day the recorded mail or notification of it is delivered to the Insured's postal address.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective: April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch

PROVINCE OF NEW BRUNSWICK – ERRORS AND OMISSIONS AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ CAREFULLY

Solely in respect to business placed in the Province of New Brunswick and as required in accordance with the applicable law thereof, the coverage afforded under this policy is hereby amended as follows:

I. LIMITS OF LIABILITY: The Limits of Liability provisions of this policy are amended to add the following:

The minimum Limits of Liability afforded to the Insured as respects negligent acts, errors and omissions insurance applying to insurance agents or brokers as covered by this policy shall be no less than \$1,000,000 per claim/occurrence and \$2,000,000 in the policy aggregate.

It is understood that where this endorsement expands coverage not otherwise provided under this policy then such expanded coverage shall be limited to the regulatory minimum limit of liability of \$1,000,000 per claim (or per occurrence, if applicable) and \$2,000,000 in the aggregate or any applicable minimum amounts as set by the Finance and Consumer Services Commission of New Brunswick (or any successor thereof).

II. DEFINITION OF "INSURED": If the definition of "Insured" in this policy does not already include the following, the definition of "Insured" is hereby amended to include:

- (a) Any licensed individual insurance activities and persons acting on behalf of the Insured; and
- (b) Any unlicensed individual acting on behalf of the Insured for whose acts the Insured is responsible;

but only with respect to negligent acts, errors or omissions arising out of the conduct of the business by or on behalf of the Insured.

III. EXCLUSION(S) FOR FRAUDULENT OR DISHONEST ACTS: The Exclusion provisions of this policy are amended such that this policy shall not exclude fraudulent or dishonest acts of any Insured who neither participated in nor ratified the fraudulent act or dishonest act. Any such coverage afforded by this policy for fraudulent or dishonest acts, shall be included within the Limits of Liability set out in this endorsement.

IV. EXTENDED REPORTING PERIOD: The minimum extended reporting period for claims under this policy shall not be less than 24 months after policy termination, in accordance with applicable New Brunswick regulatory requirements. For the purpose of the Insurer's Limits of Liability, this extended reporting period will be combined with and be a continuation of the last policy period.

V. COVERAGE FOR FINANCIAL PLANNING SERVICES AND SUPERVISORY ACTIVITIES:

If the Insured provides licensed financial planning services and/or supervisory activities and such services and/or activities are not otherwise covered under this policy, this endorsement provides coverage for loss caused by negligent acts, errors or omissions of the Insured in respect of such services and/or activities as required by New Brunswick law. Any such coverage shall be included within the Limits of Liability set out in this endorsement.

It is understood that where this endorsement expands coverage not otherwise provided under this policy then such expanded coverage shall be limited to the regulatory minimum limit of liability of \$1,000,000 per claim (or per occurrence, if applicable) and \$2,000,000 in the aggregate or any applicable minimum amounts as set by the Finance and Consumer Services Commission of New Brunswick (or any successor thereof).

- VI. **NOTICE TO REGULATOR:** In the event of nonrenewal, cancellation or termination of the policy, or in the event of removing an insured from a group policy or restriction of the terms and conditions as set out in this endorsement, the Insurer, who issues an errors and omissions insurance policy, agrees to provide the New Brunswick Insurance Superintendent with 30 days prior written notice of such nonrenewal, cancellation or termination, insured removal, or restriction by Registered Mail.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective	April 01, 2024	Policy No.	WLE4ON011948604
Sponsoring Entity	The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus Distribution Services Ltd.		

Countersigned.

SWISS RE CORPORATE SOLUTIONS AMERICA – CANADIAN
BRANCH



Authorized Representative



Chief Agent



Secretary

Swiss Re Corporate Solutions America Insurance Corporation – Canadian Branch**AMENDMENT TO THE DEFINITION OF INSURED AGENT****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

INSURED AGENT. INSURED AGENT means any licensed agent of the SPONSORING ENTITY who has paid the per agent premium shown on the CERTIFICATE and who is included on the current roster of Insured agents or subject to inclusion on the next roster applicable to this POLICY PERIOD. The roster of agents shall be prepared and maintained by the SPONSORING ENTITY as a means of certifying the number of agents covered by this POLICY.

Any individual who is licensed as a representative of the SPONSORING ENTITY and as a representative from Qtrade will not be an INSURED AGENT under this POLICY for WRONGFUL ACTS committed during the time of dual licensure. If the agent is inadvertently listed on the roster of INSURED AGENTS, the premium will be returned and the agent will be removed from the roster from the date of dual licensure.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024 Policy No. WLE4ON011948604
Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus
Distribution Services Ltd.

Countersigned.

SRCSAIC – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

INTERNATIONAL TRADE OR ECONOMIC SANCTIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that insurer.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus
Distribution Services Ltd.

Countersigned.

SWISS RE CORPORATE SOLUTIONS AMERICA
INSURANCE CORPORATION – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary

AMENDATORY ENDORSEMENT - NOVA SCOTIA

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ CAREFULLY.

IT IS AGREED that the POLICY is amended to include the following:

For business placed in the province of Nova Scotia, we hereby agree to give the Superintendent of Nova Scotia written notice by certified mail of any termination, cancellation or non-renewal by us of the POLICY and further agree that the termination, cancellation or non-renewal by us of the POLICY shall not become effective until 30 days after actual receipt of the notice by the Superintendent.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective April 01, 2024

Policy No. WLE4ON011948604

Sponsoring Entity The Canada Life Assurance Company, Quadrus Investment Services Ltd., Quadrus
Distribution Services Ltd.

Countersigned.

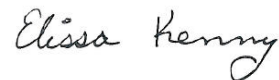
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE
CORPORATION – CANADIAN BRANCH



Authorized Representative



Chief Agent



Secretary