

Coverage Highlights - CANADA LIFE SPONSORED ADVISORS' ERRORS AND OMISSIONS (E&O) INSURANCE PROGRAM

Please note that the following summary is only to be used as a guide to understanding the coverages being provided under the policy. It is highly recommended that you read the details of your policy in order to get a comprehensive understanding of the coverage being provided. In the event that any of the representations in the summary conflict with any of the provisions in the policy, the provisions in the policy will prevail.

Policy Term: April 1, 2024 to April 1, 2025			
Key Items to Note/Description	Swiss Re Corporate Solutions America Insurance Corporation Policy No. WLE4ON011948604		
Program Eligibility			
Licensed contracted or in the process of being contracted Advisor of ADSL (Advisor Solutions)			
Licensed contracted or in the process of being contracted Advise	or of Canada Life MGA/AGA or National Account		
Licensed employee within Canada Life Wholesalers & Inside Sales Team			
 Licensed employee of Canada Life (PMAC, FSC) 			
Licensed Assistant of an advisor contracted with Canada Life Me	GA/AGA or National Account or ADSL		
Unlicensed Advisor Support Associate Employee of Canada Life			
Insured – Who is Covered.	The unqualified term INSURED means:		
Insureds are those individuals who are afforded coverage under a	 the SPONSORING ENTITY, but only as respects its vicarious liability arising out of any covered WRONGFUL ACTS committed by the INSURED AGENT; 		
Professional Liability policy.	2. any INSURED AGENT;		
	 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; 		
	 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; 		
	 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; 		
	 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; 		
	 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 INSUREDS applicable to this POLICY PERIOD. 		
	 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.		



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Professional Services Insured Professional Services describe the services for which you are	 PROFESSIONAL SERVICES means services rendered to others as: 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 the due to th
covered. You need to be aware of these services to avoid claims which may not be covered.	 (whether fee or commission based) advice, sales and servicing associated with the following products: Life Insurance Products Annuities
There are 6 key areas which are identified in the policy.	 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 Tax Free Savings Accounts Travel Insurance
The policy will list the referrals for which you are covered – it is in your best interest to know these. Please be aware when doing a referral. There have been instances where the advisor was held liable for the referral. Your client relies on your expertise and look forward to your guidance. The courts usually hold professionals to a higher standard of care.	 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., but only for services rendered prior to April 1, 2013 Doherty and Associates Manulife One or as respects to the referral of individuals to the following for the purchase of securities: Qtrade Financial Group.



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	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 LOSS 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.
Loss – Policy Definition	LOSS means the monetary and compensatory portion of any judgment, award or settlement, provided always that LOSS shall not include :
	 civil or criminal fines, penalties, fees or sanctions which do not form a part of CLAIM EXPENSE; matters deemed uninsurable by operation of law;



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	 the return by any INSURED of any commissions or remunerations paid to any INSURED; any form of non-monetary relief; punitive or exemplary damages; or multiplied portions of any damages
Wrongful Act – Policy Definition	 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.
Policy Form	This is a claims-made and reported policy.
Professional Liability policies are written on a claims made and reported basis. This means the Policy covers claims actually made during the policy term, irrespective of when the error or omission took place. It is vital to ensure that all claims/issues/situations or incidents which may give rise to a claim are reported to the insurer during the current Policy Period.	
Prior Acts Provision	Your policy provides Full Prior Acts coverage with no requirements for continuous coverage.
This is a very important feature to look for when purchasing Professional Liability coverage. A full "prior acts" provision allows coverage for claims arising from past errors (i.e. prior to the policy inception) made prior to the policy effective date. Please note however that at the time of inception, the Insured cannot have prior knowledge of the claim or have reasonable knowledge that there are any incidents which may give rise to a claim (such situations may be denied coverage).	



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Limits of Liability - Options	Advisors who are Life and Accident & Sickness (A&S) licensed only:		
	Policy Limit	Aggregate	Annual Premium
Limits of Liability are chosen by the Insured at the inception of the	\$1,000,000 Per Claim	\$2,000,000 per Policy Period	\$441.00
policy.	\$2,000,000 Per Claim	\$2,000,000 per Policy Period	\$547.00
The limit of liability is per claim.	\$5,000,000 Per Claim	\$5,000,000 per Policy Period	\$730.00
It is recommended that you review for example, your client portfolio	\$8,000,000 Per Claim	\$8,000,000 per Policy Period	\$1,542.00
and growth projections in order to assess what limit you should purchase.	\$10,000,000 Per Claim	\$10,000,000 per Policy Period	\$2,026.00
	Advisors who are Newly Lic	ensed – Life, A&S & Mutual Funds:	
	(FIRST TIME APPLICANTS AND	NEWLY LICENSED IN THE LAST 12 MONTHS)	
	Policy Limit	Aggregate	Annual Premium
	\$1,000,000 Per Claim	\$2,000,000 per Policy Period	\$475.00
	\$2,000,000 Per Claim	\$2,000,000 per Policy Period	\$534.00
	\$5,000,000 Per Claim	\$5,000,000 per Policy Period	\$735.00
	\$8,000,000 Per Claim	\$8,000,000 per Policy Period	\$1,542.00
	\$10,000,000 Per Claim	\$10,000,000 per Policy Period	\$2,026.00
	Advisors who are Life, A&S	and/or Mutual Funds Licensed:	
	Policy Limit	Aggregate	Annual Premium
	\$1,000,000 Per Claim	\$2,000,000 per Policy Period	\$526.00
	\$2,000,000 Per Claim	\$2,000,000 per Policy Period	\$593.00
	\$5,000,000 Per Claim	\$5,000,000 per Policy Period	\$816.00
	\$8,000,000 Per Claim	\$8,000,000 per Policy Period	\$1,542.00
	\$10,000,000 Per Claim	\$10,000,000 per Policy Period	\$2,026.00
	Licensed Employee of Cana	da Life (PMAC, FSC):	
	Policy Limit	Aggregate	Annual Premium
	\$1,000,000 Per Claim	\$2,000,000 per Policy Period	\$475.00
Coverage is subject to Insurer approval. This includes, but is not limited to requests for higher limits of liability and the purchase of	\$2,000,000 Per Claim	\$2,000,000 per Policy Period	\$534.00
an Extended Reporting Period after coverage is bound.	\$5,000,000 Per Claim	\$5,000,000 per Policy Period	\$735.00
	\$8,000,000 Per Claim	\$8,000,000 per Policy Period	\$1,542.00
	\$10,000,000 Per Claim	\$10,000,000 per Policy Period	\$2,026.00
A Marsh non-refundable administration fee of \$95.00 per application (applicable to the Professional Liability coverage) will apply.			



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	Licensed Assistants (LA's)		
	Policy Limit	Aggregate	Annual Premium
	\$1,000,000 Per Claim	\$2,000,000 per Policy Period	\$312.00
	Unlicensed Employee of Canada		
	Policy Limit	Aggregate	Annual Premium
	\$500,000 Per Claim	\$1,000,000 per Policy Period	\$138.00
Deductible	\$0 if the INSURED AGENT has be Re Policy	een CLAIM free for the past three CERTIF	ICATE PERIODS* on a Swiss
The deductible is the amount the insured is responsible for in the	-	as not been CLAIM free for the past three	CERTIFICATE PERIODS*
event of a claim and damages are paid out. The deductible does		deductible only, CLAIM is defined as an Er	
not apply to defence costs.		nent, or any LOSS reserve is made or est	ablished by or on behalf of the
	INSURED AGENT.		
	Licensed Assistants: \$1,000 each o Unlicensed Employee of Canada L		
Defence, Investigation and Settlement		fence. This means that defence costs are the limit available to pay claims is not red	
Professional Liability policies can provide defence costs either	Defence Costs are outside of th		accu by mose payments.
within the Limit of Liability or outside the limit of liability (sometimes			
at an additional premium)			
Extended Reporting Period (ERP) Coverage ERP due to Termination of Contract.		dvisor's contract between the advisor and	
		e coverage termination date as stated in y hase a one (1) Year Extended Reporting I	
Most Professional Liability policies have a provision to allow an		nination of contract with Canada Life.	renod endorsement at 75% of
insured to purchase coverage to allow for the reporting of claims		hin 30 days of the date of termination.	
after the termination of the policy. This is an important aspect of		-	
Professional Liability Insurance so that in the event that the coverage is not replaced or if the replacing coverage does not			
provide for prior acts coverage there is still protection for the			
insured.			
The extension applies to covered claims made in the future that			
have their origin prior to the termination date of the policy. Extended Reporting Period (ERP) coverage applies when a			
policy is cancelled or not renewed. The extended reporting			
period allows an insured to purchase an additional period,			
during which a claim arising from errors, omissions or			



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negligent acts can be reported and covered under the cancelled policy.	
However, the endorsement does not extend coverage for any	
new occurrences, only to those which took place before the policy was cancelled, and which surface during the extended	
reporting period.	
Extended Reporting Period due to Retirement, Disability or	The following ERP options are available only if your contract is terminated as a result of:
Death	Retirement or
	Disability or
An ERP must be purchased within 30 days of termination of your	Death
contract due to retirement, disability or death. It is a one-time	
charge and is non-renewable.	If you RETIRE from the financial services industry, that is, do not have a license, become DISABLED, or DIE, you, or your estate, if applicable, have the following options:
	Flat Premium
	(the percentage of the annual premium shown on the individual Certificate of Insurance, or in the latest renewal endorsement)
	3 years: 150% of annual premium
	• 4 years: 175% of annual premium
	5 years: 200% of annual premium
	6 years: 220% of annual premium
	7 years: 240% of annual premium
	8 years: 260% of annual premium
	9 years: 280% of annual premium
	10 years: 300% of annual premium
	Unlimited: 400% of annual premium
	Licensed Assistants have the option of purchasing a 1 Year ERP at 75% of their expiring annual premium.
	The following Extended Reporting Period coverages are included in the policy, are mandated by regulators in the Province indicated
	Quebec – 5 Years from date of termination – applies to Financial Products covered under the policy
	Manitoba – 5 Years from date of termination – only covers Life business conducted from June 1, 2001 and later.
	Alberta – 1 Year from date of termination – Life and Accident & Sickness business only.



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Policy Exclusions/Limitations: (including but not limited to)	This POLICY shall not apply to:
Exclusions are activities for which you are NOT covered.	 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;
	 any act of libel or slander or invasion of privacy committed by the Sponsoring Entity; or 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 or 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:
	 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



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	 selling securities or other investments for such account; or Under any power of attorney which gives an INSURED discretion in buying or selling securities or other investments for such account;
	 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:
	 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;
	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
	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:
	 between INSUREDS under this POLICY;
	by an enterprise in which one or more INSUREDS has an equity
	interest, or operates, controls, or manages; or
	 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;



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	 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. WILLFUL VIOLATION OF STATUTES, RULES, AND REGULATIONS. Any CLAIM based upon, 	
	arising out of, attributable to, directly or indirectly resulting from:	
	 a willful violation of any statute, rule or regulation or 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. 	
Territory Defines where cover applies or where suits must be filed	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 Canada or the United States, its territories or possessions.	
Cancellation	If cancelled mid-term, the policy contains the standard short rate cancellation clause.	
Claims Reporting and Notice Responsibilities It is very important that you are aware of your responsibilities and duties in the event of a Claim or Potential Claim.	An Insured's duties in the event of a Claim or any Potential Claim: A. An Insured shall not, without the insurer's written consent, do any of the following:	
	 B. An Insured shall: 1. Provide notice of any Claims or Potential Claims to the insurer in writing during the Certificate Period or Extended Reporting Period. 2. Provide copies of all documents requested by the insurer; 3. Include a description / details of the Claim or Potential Claim. 	



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	Forward all claim/potential claim information directly to:
	Swiss Re Corporate Solutions America Insurance Corporation - Canadian Branch 150 King Street West P.O. Box 50 Toronto, Ontario M5H 1J9 Email: <u>ClaimsNAFinPro_CorporateSolutions@swissre.com</u> CC: Benjamin_Marchand@swissre.com

Information in this summary represents a synopsis of coverage and is provided as a reference only. The actual policy, including endorsements determines coverage. It contains exclusions, limitations and other provisions not referenced (or only briefly summarized) here and the policy should be consulted for full coverage terms, conditions and requirements. Deductibles may apply. For exact terms, definitions, limitations, and exclusions, please speak with your licensed Marsh Canada Limited insurance broker, or refer to the policy wording.

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