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Beazley Claims Service

Delivering great claims services is one of Beazley's top priorities. Our Claims Service Standards highlight what our stakeholders can expect when working with our Claims Team – expertise, responsiveness, partnership, fairness, and accountability. Please visit www.beazley.com to read more about our Claims Service Standards under Our Approach to Claims.

NOTICE: THIS POLICY PROVIDES COVERAGE FOR LOSS FIRST DISCOVERED DURING THE POLICY PERIOD AND REPORTED TO THE INSURANCE COMPANY IN ACCORDANCE WITH THE TERMS OF THIS POLICY. PLEASE REVIEW THE COVERAGE PROVIDED UNDER THIS POLICY CAREFULLY AND DISCUSS WITH YOUR INSURANCE AGENT OR BROKER.

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

The **insurance company** agrees with the **named insured** in consideration of the payment of, or agreement to pay, the premium and subject to all the provisions of this Policy:

Covered

Consumable Products

To reimburse the **named insured** for any **loss** caused by:

- (a) **adulteration** of;
- (b) **tampering** of;
- (c) **adverse publicity** in relation to: or
- (d) **cyber incident** in relation to;

the **insured's products**, which is first discovered during the **policy period** and reported to the **insurance company** pursuant to the Insured Incident and Circumstances Requirements section of this Policy.

Additional Cover

Government advisory

To reimburse the **named insured** for any **loss** caused by any **government advisory** which is first discovered during the **policy period** and reported to the **insurance company** pursuant to the Insured Incident and Circumstances Requirements section of this Policy.

Exclusions from cover

This Insurance Policy does not apply to any **loss**:

Asbestos. Nuclear. Radiation

arising out of, based upon or attributable to any ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radiological, electromagnetic or nuclear irritant or contaminant, or asbestos or any materials containing asbestos in whatever form or quantity.

Banned Substances

arising out of, based upon or attributable to any use of materials or substances in the manufacturing process which have been banned or declared unsafe by any governmental entity or authority.

Carcinogen

arising out of, based upon or attributable to any carcinogen.

Criminal, Dishonest, Fraudulent and Malicious Acts and Omissions

arising out of, based upon or attributable to any criminal, dishonest, fraudulent or malicious act or omission, or intentional or knowing violation of the law, if committed by any **responsible person** or by others if any **responsible person** was aware of such conduct or activity.

Fines and Penalties

which constitutes fines, penalties, punitive or exemplary damages imposed by third parties, courts or governmental organizations or agencies.

Insured against Insured

arising out of, based upon or attributable to any **claim** brought by or on behalf of any **insured** against any other **insured**.

Liability for Bodily Injury and Property Damage

attributable to or consisting of liability to any third party for **bodily injury**, **property damage** or loss of use of tangible property.

Natural Deterioration or Decomposition

arising out of, based upon or attributable to the natural deterioration or decomposition of any **insured's product** having passed its specified or reasonably expected expiration date for use or consumption.

Pre-existing Conditions

arising out of, based upon or attributable to any pre-existing condition, circumstance or situation of which any **responsible person** was aware prior to the inception of this Policy, and which had caused or could reasonably have been expected to cause, lead to or result in an **insured incident**.

Responsible Person's Knowledge

arising out of, based upon or attributable to an **insured incident** that occurs after any **responsible person** has knowledge of:

- (a) a defect or deviation in the production, preparation or manufacture of the **insured's product**;
- (b) circumstances which have or are likely to result in such deviation or defect; or
- (c) a violation of any governmental law or regulation;

and fails to take reasonable corrective action regarding such defect, deviation, circumstances or violation.

War

arising out of, based upon or attributable to, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Nuclear and Radioactive Contamination

directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

Terrorism

arising out of or relating to any loss, damage or cost or expenses of whatsoever nature directly or indirectly caused by, resulting from happening through, arising out of or in connection with an act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost of expense.

Limit of Insurance

The Limit of Insurance under this Policy is specified in the Declarations and is the maximum amount payable by the **insurance company** for all **loss**, except for **consultant costs**, in excess of the applicable Retention, in respect of all **insureds**.

Any **loss**, except for **consultant costs**, paid by the **insurance company** under this Policy will reduce the Limit of Insurance.

Where any Sub-Limit of Insurance is specified in this Policy or the Declarations, the **insurance company** will have no liability in excess of such Sub-Limit of Insurance. Any Sub-Limit of Insurance will be part of, and not in addition to, the Limit of Insurance.

There will be no obligation to pay any **loss** after the Limit of Insurance has been exhausted, or after deposit of the Limit of Insurance in a court of competent jurisdiction.

Consultant costs are in addition to and not subject to the Limits of Insurance.

Retention

This Policy applies only to **loss** in excess of the Retention specified in the Declarations, which will apply separately to each and every **insured incident**.

Consultant costs are not subject to the Retention.

Insured Incident and Circumstances - Requirements

Notification of Insured Incident and Circumstances

(a) Insured incidents

As a condition precedent to coverage under this Policy, the **named insured** must give notice to the **insurance company** of any **insured incident** as soon as practicable after any **responsible person** first discovers such **insured incident** but in no event later than 45 days after the end of the **policy period**.

(b) Circumstances

The **named insured** may during the **policy period** notify the **insurance company** of any fact or circumstance which could reasonably give rise to an **insured incident**.

Any notice must include:

- i. the reasons why the **named insured** reasonably anticipates that such fact or circumstance could give rise to an **insured incident**, and
- ii. particulars of the dates, location and nature of the circumstances.

Any subsequent **insured incident** reported to the **insurance company** arising from such fact or circumstance will be deemed as having been reported at the time such fact or circumstance was first reported to the **insurance company** pursuant to this paragraph.

(c) Notice to the insurance company

All notices to the **insurance company** must be sent either by e-mail to or by mail to the address specified in the Declarations.

Assistance and Cooperation

If any **insured incident** or fact or circumstance is reported by the **named insured** under this Policy, the **insured** will give all information and assistance to the **insurance company** as it may need to investigate such matters. The **insured** will cooperate with the **insurance company** in responding to such **insured incident** or fact or circumstance. The **insured** agrees not to take any action which in any way increases the **insurance company's** exposure under this Policy.

Except where expressly provided for in this Policy, any costs to provide such information or assistance to the **insurance company** will be at the **insured's** own cost.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **insured**, including any self-insured retention or deductible of such insurance. This provision will not apply where such other insurance is written only as specific excess insurance over this Policy.

Subrogation and Recoveries

If any payment is made under this Policy, the **insured** will transfer its rights of recovery against any third party to the **insurance company**. The **insured** will do whatever is reasonably necessary to secure and preserve such rights after a fact or circumstance giving rise to any **insured incident**.

Action against the Insurance Company

No action will lie against the **insurance company** unless and until the **insured** has fully complied with all the terms of this Policy and unless the action is started within 24 months after inception of the **insured incident**.

General Conditions

Calculation of Loss

(a) Written request for payment

In the event of any covered **loss**, the **named insured** must provide the **insurance company** with a written request for payment as soon as practicable.

This written demand must include:

- i. a computation of the **loss** showing in detail how the **loss** has been calculated and what assumptions have been made; and
- ii. any documentary evidence, including true copies of the **insured's** books of account, bills, invoices, vouchers and other relevant documents that the **insurance company** or its representatives (including forensic accountants) may require.

(b) Cooperation of the insured for the calculation of loss

The **insured** must cooperate and assist the **insurance company's** and its designates with their investigations, including reasonable access to any premises, personnel and documents the **insurance company** deems necessary for the purpose of the calculation of **loss**.

(c) Determination of the amount by the insurance company

The **insurance company** will apply standard accounting principles as recognized by the relevant regulatory authorities in the **named insured's** home jurisdiction. If the **insured** does business in more than one jurisdiction the relevant accounting principles to be applied will be those of the jurisdiction in which the **subsidiary**, division or other organizational unit that sustained the **loss** is based.

Whether or not any partial payments have been made, the **named insured** must submit to the **insurance company** a final written statement of **loss** including all items of **loss** no later than 18 months after an **insured incident** becomes known to the **insured**.

Nothing in the condition will be deemed to amend or supersede the provisions of the Clause Notification of insured incidents or circumstances.

Appraisal of a Covered Loss in the Event of Disagreement

In the event that the **insurance company** and the **insured** cannot agree on the monetary value of a covered **loss** and the **insurance company** rejects the **insured's** final statement of that **loss**, the amount of that covered **loss** will be submitted for an independent appraisal. The process is as follows:

(a) Written demand

A written demand for an independent appraisal must be made by either party within sixty (60) days of the **insurance company's** rejection;

(b) Selection of the appraiser

Once this demand has been made, each party shall select a competent and disinterested appraiser and notify the other party of the name of the appraiser selected within 20 days of such demand;

(c) Selection of the umpire

Within 15 days of designating the respective appraisers, the appraisers shall first select a competent and disinterested umpire. If they cannot agree on the selection of an umpire, such umpire shall be selected by the then current President of the Chartered Institute of Loss Adjusters.

(d) Submission of the case by the parties and decision

After 30 days of the appointment of the umpire, both parties will submit their cases to the appraisers and the umpire. The appraisal panel will then make a decision on the amount of the covered **loss** along with details and itemization of the elements of the **loss**. The decision must be signed at least by two of the three panel members.

Each party will be responsible for payment of fees to its chosen appraiser and will share equally other expenses of the appraisal, including the umpire's fees.

Currency

Limits of Insurance, premiums, other amounts as expressed in this Policy and **loss** payable under the policy are in the currency of Canada. If the **loss** paid by the **insurance company** has been calculated in a currency other than Canadian dollars, payment under this Policy will be made in Canadian dollars at the rate of exchange published in the *Globe and Mail* on the date the **insurance company** receives written notice of the **insured incident**. However, if it is subsequently determined that there was no **adulteration** or **tampering**, the exchange rate for **consultant costs** will be based on the rate of exchange published in the *Globe and Mail* on the date the **consultant costs** are first submitted to the **insurance company** in writing.

Salvage

Any salvage or other recovery, after expenses incurred in salvage or recovery is deducted, will accrue entirely to the **insurance company's** benefit until the **insurance company** recovers all sums it has paid. In case of damage to property bearing a brand or trademark, or which in any way carries or implies the guarantee or the responsibility of the **insured**, the salvage value of such damaged property will be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics, the costs of which will be borne by the **insured**.

The **insured's** good will and public image will be considered in determining whether any **insured's product** should be involved in salvage recovery. The **insured** agrees not to unreasonably restrict our right to salvage. The **insured** will have full right to the possession of all goods involved in any **insured incident** and will retain control of all damaged goods. The **insured** may not under any circumstances abandon any property to the **insurance company**.

Due Diligence

The **insured** agrees to exercise due diligence to take all reasonable and practical steps to avoid any happening or circumstances giving rise to any **insured incident** and to make all reasonable efforts to mitigate any **loss** occurring as a result of any **insured incident**.

Mergers and Acquisitions

- (a) In the event an **insured** acquires another entity whose revenues do not exceed 10% of the total annual revenues of the **named insured** as specified in the **application**, then such acquired entity will be considered part of the **insured**, and this Policy will apply, from the date of such acquisition, for any **loss** in any way involving such entity; or
- (b) In the event the **named insured**:
 - i. merges with another entity such that the **named insured** is the surviving entity; or
 - ii. acquires another entity whose revenues exceed the percentage threshold specified in (a) above,

then this Policy will only apply for a period of sixty days, from the date of such merger or acquisition, for any **loss** in any way involving such merged or acquired entity.

After sixty days, coverage will only be available under this Policy if:

- 1. the **named insured** provides the **insurance company** with information in connection with such merger or acquisition as the **insurance company** requires; and
- 2. the **named insured** accepts any special terms, conditions, exclusions or additional premium charge as may be required by the **insurance company**.

- (c) Coverage for such entity specified in (a) or (b) above will only apply to any **insured incident** first discovered after the date of such merger or acquisition.

Cancellation

- (a) By the **named insured**

If the **named insured** has not reported any **insured incident** or facts or circumstances which may give rise to an **insured incident**, the **named insured** may cancel this Policy by giving the **insurance company** 30 days written notice. In such event the **insurance company** will give the **named insured** a pro-rata refund of the premium for the remaining portion of the **policy period** after the expiration of the notice period for cancellation.

- (b) By the **insurance company**

The **insurance company** will have the right to cancel this Policy, with effect from inception, where permitted by law, if the premium has not been paid to the **insurance company** within 30 days of the inception of the **policy period**.

The **insurance company** will provide in writing 10 days' notice of cancellation to the **named insured** or via the **named insured's** insurance broker.

If the premium is paid in full to the **insurance company** before the 10 day notice period expires, notice of cancellation will automatically be revoked.

Authorization

The **named insured** will be considered the agent of all the **insureds**. This means that the **named insured**:

- (a) will act on behalf of all the **insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and
- (b) will accept any endorsements to this Policy, and
- (c) will be responsible for the payment of all premiums and Retentions and for receiving any return premiums.

Assignment

No **insured** may assign this Policy or any right under it without the prior written consent of the **insurance company**.

Headings

The titles of provisions or endorsements in this Policy are intended solely for convenience and reference. They are not deemed in any way to limit, expand or otherwise affect the provisions to which they relate.

Single Form of a Word

Whenever the singular form of a word is used in this Policy, the same word will include the plural when required by context.

Governing Law

This Policy will be governed by and construed in accordance with the laws of the province where the **named insured** is registered and the applicable laws of Canada. Any dispute will be submitted to the exclusive jurisdiction of the Courts of the province where the **named insured** is registered.

Service of Suit

In any action to enforce the obligations of the **insurance company**, the **insurance company** can be designated or named as “Lloyd’s Underwriters” and such designations shall be binding on the **insurance company** as if they had been named as defendant. Service of proceedings may be validly made upon the Attorney in Fact in Canada for the **insurance company** whose address for services is as follows:

Attorney in Fact in Canada
200 Bay Street
Suite 2930
P.O Box 51
Toronto
ON M5J 2J2

Entire Agreement

By acceptance of the Policy, the **insured** agrees that this Policy embodies all agreements between the **insurance company** and the **insured** relating to this Policy. No change or modification to this Policy will be effective unless made by endorsement issued by the **insurance company**.

Representation by the Insured

The **insured** agrees that the statements contained in the **application** are true, accurate and are not misleading. The **insured** also agrees that the **insurance company** issued this Policy, and assume the risks hereunder, in reliance upon the truth of such **application**.

The Insurance Company’s Consent

Where the **insured** is required under this Policy to seek the consent of the **insurance company**, the **insurance company** will not unreasonably withhold, delay or deny such consent.

Sanction Limitation

The **insurance company** will not be liable to provide any cover, benefit or pay any **loss** under this Policy to the extent that the provision of such cover, benefit or payment of such **loss** would expose the **insurance company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America, Canada, European Union or United Kingdom.

Definitions

The following definitions are applicable to this Policy:

adulteration/adulterated means:

(a) accidentally or unintentionally containing physical, chemical or biological materials, or pathogen; or

(b) being mislabelled

in a manner that has caused or would cause **bodily injury** or **property damage**.

adverse publicity means any widely disseminated publication of an implied **adulteration** specifically naming the **insured** and the **insured’s product**.

application means the completed and signed application for this Policy including any written materials submitted with the application, all of which will be deemed part of this Policy, as if physically attached.

bodily injury means physical injury (including death at any time resulting therefrom), sickness or disease.

business loss means the actual **income loss** and **extra expense** the **insured** sustained solely and directly as a result of an **insured incident** as covered under this Policy.

claim means:

- (a) a written demand for monetary damages or services;
- (b) a civil or administrative proceeding; or
- (c) an arbitration, mediation or other form of alternative dispute resolution proceeding arising out of an **insured incident**.

computer systems means computers, any software residing on such computers and any associated devices or equipment:

- (a) operated by and either owned by or leased to the **insured**; or
- (b) operated by a third party pursuant to written contract with the **insured** and used for the purpose of providing hosted computer application services to the **insured** or for processing, maintaining, hosting or storing the **insured's** electronic data.

consultant costs means the reasonable and necessary fees and expenses incurred by the **insured** for advisory services provided by the **insurance company's** approved crisis consultants to assist the **insured** in responding to an **insured incident**.

costs and expenses means the reasonable and necessary monetary amount the **insured** has sustained or incurred above the **insured's** normal operating expenses to recover, withdraw, recall, restore, repair, replace or refund the **insured's product** including the expenses to re-establish the **insured's product** to the projected level of sales or market share anticipated prior to the **insured incident**.

customer means any party or parties to whom the **insured** has directly or indirectly provided, supplied or sold the **insured product**. **Customer** does not include a consumer who purchases the **insured's product** for personal use or consumption.

cyber incident means any **adulteration** of an **insured's product** caused by a **security breach**.

extra expense means the reasonable and necessary expenses incurred by the **insured**, over and above those expenses the **insured** would have incurred had no **insured incident** occurred, to minimize, mitigate, reduce or avoid **income loss** during the time of a slowdown, cessation or shut down of the **insured's** business operations resulting out of an **insured incident**.

forensic accounting services means the reasonable and direct cost and expenses of a forensic accountant, approved by the **insurance company**, for the purpose of assisting the **insured** or the **insured's customer** with the presentation of a **loss** (other than **forensic accounting services**) to the **insurance company**.

government advisory means a published written warning by the FDA, USDA, CDC or by any similar government agency or authority or the equivalent body in other jurisdiction outside the USA, not to consume or use an **insured's product** because of an **adulteration** of a product identical to such **insured's product**.

income loss means the **insured's** sales revenue lost after the decrease in sales attributable to and caused directly by an **insured incident** less;

- (a) The costs of raw materials and all other costs that would have been incurred during the same period but which have been saved as a result of an **insured incident**; and

- (b) The amount of increased sales, if any, of any other product of the **insured** within the same product line as the **insured's product** as a result of an **insured incident**

insured means:

- (a) the **named insured**;
- (b) any **subsidiary**; and
- (c) any partnership or joint venture, which is a corporate entity, while the **named insured** has **management control**, or while the right to elect or otherwise appoint more than 50% of such entity's directors, trustees or other equivalent executive is owned or controlled by the **named insured** directly or indirectly.

insured incident means any **adulteration, tampering, adverse publicity, cyber incident** or **government advisory** as covered under this Policy. All related, repeated or continuing **insured incidents** will be deemed a single **insured incident**.

insured's product means any topical or ingestible product for human use or consumption, including any of their ingredients, components or packaging, that:

- (a) is in production by the **insured**;
- (b) has been manufactured, processed, treated, assembled, labeled, handled, packaged, stored, or distributed by the **insured** or by any contract manufacturer on behalf of the **insured** or;
- (c) is available for sale by the **insured** or is sold by, or on behalf of the **insured** by any distributor, wholesaler or retailer.

insurance company means Syndicate 2623/623 at Lloyd's.

investigation costs means the costs incurred by the **insured** for analysis and/or physical examination necessary to determine if the **insured's product** is **adulterated** or **tampered**.

loss means:

- (a) **investigation costs**;
- (b) **consultant costs**;
- (c) **costs and expenses**;
- (d) **business loss**;
- (e) **third party damages**; or
- (f) **forensic accounting services**.

management control means:

- (a) controls the composition of the board of directors;
- (b) controls more than half of the shareholder voting power; or
- (c) holds more than half of the issued share capital.

named insured means the entity specified in the Declarations.

policy period means the period specified in the Declarations.

property damage means:

- (a) physical injury to; or

(b) destruction of;
tangible property other than the **insured's product**.

responsible person means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **insured** or any individual in a substantially similar position.

security breach means a failure of computer security to prevent:

- (a) **unauthorized access or use of computer systems**, including **unauthorized access or use** resulting from the theft of a password from a **computer system** or from any **insured**;
- (b) a denial of service attack affecting **computer systems**; or
- (c) infection of **computer systems** by malicious code or transmission of malicious code from **computer systems**.

subsidiary means any entity in which the **named insured** either directly or indirectly has or had **management control** on or before the inception date of this Policy. Coverage for such entity will only apply for any **insured incident** that occurred while the **named insured** had **management control** of such entity.

tampering means any actual, alleged or threatened intentional, malicious, wrongful or illegal **adulteration**.

third party damages means:

- (a) reasonable compensatory damages, including costs, expenses, or loss of profit, that the **insured** becomes legally obligated to reimburse or pay its **customers** solely and directly in connection with a **claim** made by a **customer** against the **insured**; or
- (b) reasonable legal fees, costs and expenses necessarily incurred by or on behalf of the **insured** in connection with the investigation, defence, settlement or appeal of a **claim** made by a **customer** against the **insured**.

third party damages will not include the salary of any employee of the **insured**, the cost of their time or any other costs or overhead of the **insured**.

unauthorized access or use means the gaining of access to or use of **computer systems** by an unauthorized person(s) or the use of **computer systems** in an unauthorized manner.

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail:

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

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)
Services in French: 1-866-461-ACFC (2232)

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LLOYD'S**PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION****Who we are**

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

What personal information we collect

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

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

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

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

How we use your information

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

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

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

- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

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

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

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

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

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

Authority to collect, use and disclose personal information

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

- Detecting or suppressing fraud
- Investigating or preventing financial abuse

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

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

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

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

How to access your personal information

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

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

Changes

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

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

notify registered Users directly.

How to contact us

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

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