

# Policy certificate

## Insurance effected through the Coverholder:

CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

## IDENTIFICATION OF INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

## PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

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

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

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

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

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



Any notice to the Underwriters may be validly given to: Holman Insurance Brokers Ltd, 1 Valleywood Dr, Suite 100, Markham ON, L3R 5L9, Canada.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'AR Holman', with a wavy line extending to the right.

**Authorized Official**

**Please examine this document carefully.** If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.

## DECLARATIONS

POLICY NUMBER:	ESM0539890029
UNIQUE MARKET REFERENCES:	B087523C9N5047
THE INSURED:	Middlesex London Health Unit
ADDRESS:	Citi Plaza 110-355 Wellington St. London, ON N6A 3N7 Canada
NAME OF LICENSED CANADIAN INTERMEDIARY:	Holman Insurance Brokers Ltd
THE UNDERWRITERS:	Underwritten by certain Lloyd's underwriters and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 01 Mar 2024
THE EXPIRY DATE:	00:01 Local Standard Time on 01 Mar 2025
TOTAL PAYABLE:	CAD46,570.00
Broken down as follows:	
Premium:	CAD46,070.00
Policy Administration Fee:	CAD500.00
BUSINESS OPERATIONS:	Administering health promotion and disease prevention programs to advocate for healthy public policy
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
RETROACTIVE DATE:	Unlimited
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
APPROVED CLAIMS PANEL PROVIDERS:	CFC Response
CYBER INCIDENT MANAGER:	CFC Underwriting Limited
CYBER INCIDENT RESPONSE LINE:	In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1800-607-1355 or email <a href="mailto:cyberclaims@cfc.com">cyberclaims@cfc.com</a>
WORDING:	Cyber, Private Enterprise (CA) v3.1
ENDORSEMENTS:	Regulatory Statement (CAN) Cyber Crime Aggregate Limit of Liability Amendatory Clause Service of Suit Clause Ontario Commercial Liability Notice

## DECLARATIONS

### THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

#### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

##### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD0	each and every claim

##### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	CAD5,000,000	each and every claim
Deductible:	CAD30,000	each and every claim

##### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	CAD50,000	each and every claim, subject to a maximum of 10% of all sums <b>we</b> have paid as a direct result of the <b>cyber event</b>
Deductible:	CAD0	each and every claim

## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION D: EXTORTION

Limit of liability: CAD5,000,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION F: TELEPHONE HACKING

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION G: PUSH PAYMENT FRAUD

Limit of liability: CAD50,000 each and every claim

Deductible: CAD30,000 each and every claim

### SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: CAD500,000 each and every claim

Deductible: CAD30,000 each and every claim

### INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: CAD5,000,000 each and every claim

Deductible: CAD30,000 each and every claim

#### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: CAD5,000,000 each and every claim, sub-limited to CAD1,000,000 in respect of **system failure**

Deductible: CAD30,000 each and every claim

#### SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: CAD100,000 each and every claim

Deductible: CAD30,000 each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: CAD5,000,000 each and every claim, sub-limited to CAD1,000,000 in respect of **system failure**

Deductible: CAD30,000 each and every claim

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: CAD5,000,000 each and every claim

Deductible: CAD30,000 each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability: CAD25,000 each and every claim

Deductible: CAD0 each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: CAD5,000,000 each and every claim

Deductible: CAD30,000 each and every claim

## THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

### INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

#### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION D: REGULATORY FINES

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 5: MEDIA LIABILITY

#### SECTION A: DEFAMATION

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

#### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	CAD5,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD30,000	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



## INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: CAD100,000 in the aggregate

Deductible: CAD0 each and every claim



## SIGNING OF THIS POLICY BY THE LLOYD'S ATTORNEY IN FACT IN CANADA

For the added comfort and security of our policyholders this policy will also be signed by the representative of Lloyd's Underwriters in Canada, the Attorney in Fact.

The policy signed by the Attorney in Fact will replace this document as the official contract of insurance between you and us. In the interim this document is your valid policy which you should use if you need to make a claim.

CFC Underwriting will act as the sub-agent of the Attorney in Fact for the purpose of communicating the policy signed by the Attorney in Fact to you and your broker.

The policy signed by the Attorney in Fact will normally be available from two working days after you go on cover with us. To download this policy please click on the link below:

<http://aif.cfc.com/download/get/eaiae43d-bdd1-48fb-b286-66dfbf112565>

## INTENTION FOR AIF TO BIND CLAUSE

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

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

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180

01/11/11

## OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Registration Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/). Alternatively the Financial Conduct Authority may be contacted on +44 (0)800 111 6768.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## COMPLAINTS

The "LLOYD'S UNDERWRITERS POLICYHOLDERS COMPLAINT PROTOCOL" Section of the Policy is deleted in its entirety and replaced with the following:

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at [complaints@cfc.com](mailto:complaints@cfc.com) or please write to:

Chief Executive Officer  
CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

We will aim to acknowledge your complaint within 2 business days following receipt and will aim to respond to your complaint within 10 business days.

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's Canada Inc. The contact details are as follows:

Complaints Officer,  
Royal Bank Plaza South Tower  
200 Bay Street  
Suite 2930  
PO Box 51  
Toronto  
Ontario M5J 2 J2.  
Tel: 1-877-455-6937  
Email: [info@lloyds.ca](mailto:info@lloyds.ca)

If you remain dissatisfied after Lloyd's Canada Inc. has considered your complaint, you may have the right to refer your complaint to the following organisations:



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

Website: <https://giocanada.org/>

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

Tel: 1-866-461-3222 (Services in English)

Tel: 1-866-461-2232 (Services in French)

Website: [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

For clients based in Quebec only:

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 complaints protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action is 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

Website: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at [dataprotection@cfc.com](mailto:dataprotection@cfc.com).

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>

## CYBER CRIME AGGREGATE LIMIT OF LIABILITY AMENDATORY CLAUSE

ATTACHING TO POLICY ESM0539890029  
NUMBER:

THE INSURED: Middlesex London Health Unit

WITH EFFECT FROM: 01 Mar 2024

It is understood and agreed that the following amendments are made to the Declarations page:

1. Where the words **"THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT"** appear, they are deleted in their entirety and replaced with the following:

**"INSURING CLAUSES 1, 2 (SECTION D ONLY) AND 3 ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT. INSURING CLAUSE 2 (OTHER THAN SECTION D ONLY) IS SUBJECT TO AN AGGREGATE LIMIT".**

2. The following is added to **INSURING CLAUSE 2**:

**ALL SECTIONS COMBINED (OTHER THAN SECTION D ONLY)**

Aggregate limit of CAD500,000 in the aggregate liability:

3. The maximum amount **we** will pay under **INSURING CLAUSE 2 (SECTION G only)** is stated below and not as stated in the Declarations page:

Aggregate limit of CAD50,000 in the aggregate liability:

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**

## SERVICE OF SUIT CLAUSE

ATTACHING TO POLICY ESM0539890029  
NUMBER:

THE INSURED: Middlesex London Health Unit

WITH EFFECT FROM: 01 Mar 2024

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**

## ONTARIO COMMERCIAL LIABILITY NOTICE

It is understood and agreed that the "Ontario Commercial Liability Notice" is deleted in its entirety and replaced with the following:

Notice to Insureds:

Pursuant to the

Freedom Of Information and Protection Of Privacy Act,

R.S.O. 1990, c.F.31 (as amended)

IMPORTANT

The notice below applies to insurance contracts containing non automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the Superintendent of Insurance.

LEGAL AUTHORITY FOR COLLECTION

Insurance Act, R.S.O. 1990, c.I.8, section 101(1).

Principal purpose for which personal information is intended to be used Information collected by insurers from insureds or supplied to insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used in monitoring trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to Office of the Superintendent of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

The Public Official who can answer questions about the collection is:

Manager, Statistical Services

Financial Services Regulatory Authority of Ontario

5160 Yonge Street, 17th Floor

Box 85

North York, Ontario M2N 6L9

Telephone: (416) 250-7250

Fax: (416) 590-7070

FOI (11/1999)