



**GROUP PROFESSIONAL LIABILITY INSURANCE PLAN
FOR CHARTERED PROFESSIONAL ACCOUNTANTS OF
QUEBEC**

INSURANCE CERTIFICATE and RECEIPT of PAYMENT

NOTICE:

THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE. THE POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER OR CPA PROFESSIONAL LIABILITY PLAN INC. IN WRITING DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, AS APPLICABLE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Certificate Number:

Item 1 - Named Insured and Address:

Insurer:

Continental Casualty Company
1800, McGill College Avenue, Suite 520
Montréal, QC H3A 3J6

Agent:

ACPAI Insurance
7100 Jean Talon Street East, Suite 210
Montréal, QC H1M 3S3

Insured's Member Number:

Name of Firm / Employer:

Item 2 - Policy Period:

April 1, 2020 to April 1, 2021

12:01am Standard time at the mailing address of the Named Insured

By the acceptance of this Certificate, the Insured acknowledges the cancellation, from the effective date of this Certificate, of any Policy previously issued by the group plan administrator.

Item 3 - Premium:

\$

Tax: \$

TVQ # 1010017421 TQ0002

Payment Received: \$

Item 4 - Limit of Liability:

\$1,000,000.00 each claim limit of liability

As indicated in the Policy, the Limit of Liability set out in the certificates issued to numerous INSUREDS will not be cumulated. Notwithstanding that provision, if the INSURED is involved in the same CLAIM as one or more other member(s) of the Ordre des comptables professionnels agréés du Québec who provided PROFESSIONAL ACTIVITIES and was also a partner, principal or employee of the same FIRM as the Certificate-holder, then the Limit of Liability for that CLAIM will be increased to \$2,000,000, for the benefit of all INSUREDS with respect to PROFESSIONAL ACTIVITIES performed on behalf of that FIRM.

Item 5 - Director's / Officer's Liability:

Item 6 - Deductible:

Deductible Applicable to Each Claim

\$0,00

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

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

Any notice to the Insurer(s) may be sent by any recognized means of communication to the Insurer(s) or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

The insurance contract consists of this Declarations page as well as all coverage wordings, endorsements that are attached hereto and the statements made in the application for this insurance.

Note: For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Continental Casualty Company's insurance business in Canada.

CHIEF AGENT FOR CANADA

TRADE AND ECONOMIC SANCTIONS

This Policy shall not apply to any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. No Insurer nor reinsurer shall be deemed to provide cover, be liable to pay any damage or provide any benefit hereunder to the extent that the provision of such cover, payment of such damage or provision of such benefit would expose the Insurer or reinsurer or any member of the Insurer's group to any applicable economic, political or trade sanction, prohibition or restriction. The Insurer or reinsurer is obligated to comply with all applicable United Nations, European Union, US (including those imposed by the Office of Foreign Asset Control) and Canadian financial restrictions, measures and sanctions, which shall all form part of this clause.

DECLARATION OF EMERGENCY ENDORSEMENT EXTENSION OF TERMINATION OR EXPIRY DATE

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an **emergency** is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The **emergency** must have a direct effect or impact on:
 - i) The Insured, the insured site or insured property located in the declared emergency area; or
 - ii) The operations of the Insurer or its agent/broker located in the declared emergency area.
2. A. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the emergency is terminated plus the lesser of:
 - i) 30 days; or
 - ii) The number of days equal to the total time the **emergency** order was in effect.B. If this policy is due to expire during an emergency, it will continue in force until the "emergency" is terminated plus the lesser of:
 - i) 30 days; or
 - ii) The number of days equal to the total time the **emergency** order was in effect.
3. In no event shall the total term of this extension exceed 120 consecutive days.

The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

Emergency means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a).

but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.

UNITED STATES TERRORISM RISK INSURANCE ACT ENDORSEMENT

This endorsement addresses requirements of the United States Terrorism Risk Insurance Act.

Definitions

The definitions provided in this endorsement are based on the definitions in the Act and are intended to have the same meaning. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

Certified Act of Terrorism

Certified act of terrorism means an act that is certified by the United States Secretary of the Treasury, in concurrence with the United States Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the United States federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the United States Secretary of the Treasury.

Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by a nuclear hazard exclusion or a war exclusion.

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurance companies, along with the brokers and agents who sell home, auto and business insurance, are committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy, at least thirty days prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy at least forty-five days prior to the expiration of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

Insurance companies will disclose their compensation arrangements with their distribution networks. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with your broker, agent, or company representative. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your insurance company or broker or agent of any change in your circumstances. Information required to determine renewal terms of your policy must be provided at least forty-five days prior to the expiration of the policy.

Right to Complaint Resolution

Insurance companies, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access your company's complaint resolution process. Your insurer, agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService www.gio-scad.org where your complaint may be referred to an independent mediator.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that insurers are subject to Canada's privacy laws.

NOTICE TO INSUREDS

Pursuant to the Freedom of Information and Protection of Privacy Act, 1997, we are required by the Government of Ontario to attach the following to all policies that may involve Ontario exposures, effective on or after January 1, 1990.

Legal Authority For Collection:

Insurance Act, R.S.O. 1990, c218, as amended, section 80 (1).

Principal Purpose For Which Personal Information Intended To Be Used

Information collected by insurers from insureds or supplied to insurers pertaining to the attached will be used:

- to compile aggregated 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 customised statistical information in the insurance industry;
- to respond to inquiries on statistical information on the insurance industry;

to use and disclose such information for the purposes which are consistent with the previous clauses.

The Public Official Who Can Answer Questions About The Collection Is:

Manager, Commercial Liability Statistical Plan
16th Floor, 5160 Yonge Street, North York, Ontario. M2N 6L9
Telephone: (416) 250 – 6750
Fax: (416) 590 – 7073