



Prize indemnity

Policy document

Canada

PREAMBLE

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Declarations and any Endorsements. This Policy is not complete unless it is signed and a Declarations is attached.

The Sections of this Policy are identified by the BLUE LINES across the page with WHITE UPPER CASE PRINT. Clause headings in BLUE UPPER CASE PRINT are for information only and do not form part of the cover given by this Policy. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the DEFINITIONS section and elsewhere. Words stated in the singular shall include the plural and vice versa.

In consideration of the **Premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below.

INSURING CLAUSE

We agree to pay the amount the company named as the Insured in the Declarations becomes legally obliged to pay in the event that the **prize** has been awarded as a direct result of the **prize offer**, provided that the **prize offer**:

- a. takes place during the **period of the policy** and **we** are notified of the **prize** being awarded not later than 7 days following the Expiry Date stated in the Declarations; and
- b. complies with any regional, provincial, territorial, state or federal law and any relevant common law in the country where the **prize offer** takes place.

HOW MUCH WE WILL PAY

The maximum amount payable by **us** shall not exceed the amount stated in the Declarations.

YOUR DEDUCTIBLE

We shall only be liable for that part of the **prize** which exceeds the amount of the Deductible stated in the Declarations.

DEFINITIONS

1. **"Employee"** means
any employee of the company named as the Insured in the Declarations.
2. **"Period of the policy"** means
the period between the Inception Date stated in the Declarations and the Expiry Date stated in the Declarations.

3. **"Prize"** means
the actual cost of the Prize or Reward stated in the Declarations
4. **"Prize offer"** means
the Prize Offer stated in the Declarations, including:
 - a. the process, game or promotion in which a person participates to attempt to claim the **prize** and if that participant is successful in the process, game or promotion they will be entitled to claim the **prize**;
 - b. the outcome that must be achieved by a participant to claim the **prize**;
 - c. the terms and conditions which must be followed before a participant can claim the **prize**; and
 - d. the time period during which a participant can claim the **prize**.
5. **"Senior executive officer"** means
any person managing or administering the **prize offer**.
6. **"Third party"** means
any person who is not an **employee** or any company who is not the company named as the Insured in the Declarations.
7. **"We/our/us"** means
the Underwriters stated in the Declarations.
8. **"You/your"** means
 - a. the company named as the Insured in the Declarations;
 - b. any **employee**; or
 - c. any **third party** acting on behalf of the company named as the Insured in the Declarations.

EXCLUSIONS

We will not make any payment under this Policy:

1. **Alteration or variation to the prize offer**
arising directly or indirectly out of any alteration or variation to the **prize offer** where the alteration or variation has been made without **our** prior written agreement.
2. **Breach of contract**
arising directly or indirectly out of any breach of any contractual agreement or any other dispute between you and a third party.
3. **Double insurance**
for which **you** are entitled to indemnity under any other insurance except for:
 - a. any additional sum which is payable over and above the other insurance where that insurance has been declared to **us**, or

b. any contribution that **we** are obliged to make by law and that contribution will be in proportion to the respective amounts insured under the Policies.

4. Manipulation of the outcome of the prize offer

arising out of a **prize** won by any **employee** or any **third party** who is in a position to directly or indirectly manipulate the outcome of the **prize offer**.

5. Printing error or duplication

arising directly or indirectly out of any printing error or duplication.

6. Sanctions

to the extent that the provision of such cover or payment will expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.

7. Variation in exchange rate

arising directly or indirectly out of any variation in exchange rates.

8. Wilful or dishonest acts

arising out of any claim to the **prize** where that claim has been made by fraudulent or dishonest means.

CONDITIONS

1. How to make a claim under this Policy

Should a **senior executive officer** become aware that the **prize** has been won the following obligations must be complied with by **you**:

a. **you** must not promise to pay the **prize**; and

b. CFC Underwriting Limited (CFC):

i. must be notified within 7 days of a **senior executive officer** becoming aware that a **prize** has been won; and

ii. must be notified immediately if a **senior executive officer** discovers any reasonable cause for suspicion of fraud or dishonesty; and

c. **you** must provide CFC with all of the reasonable and necessary information they request as soon as practicable in respect of a **prize**, including any data relating to the **prize offer**, and full and accurate information about the **prize** winner including but not limited to the following:

i. confirmation that the **prize** winner complied with the terms and conditions of the **prize offer**;

ii. proof of identification of the **prize** winner (e.g. scanned passport or driving licence);

iii. proof of address of the **prize** winner (e.g. utility bill or a bank statement); and

iv. the bank details of the **prize** winner.

2. Disclosure of the policy to a third party

You must not disclose the existence of this Policy to any third party without **our** prior written agreement, unless the disclosure is:

- a. required by any legal or regulatory requirement; or
- b. to **your** professional advisers or **your** bank, provided **your** professional advisers or **your** bank do not disclose the existence of this Policy to any third party without **our** prior written agreement.

3. Appointment of third party adjudicators

Any **third party** adjudicator appointed by **us** to maintain the integrity and security of the **prize offer** may, at their sole discretion, immediately suspend the coverage provided under this Policy if they consider:

- a. the integrity and security of the **prize offer** has or may have been compromised; or
- b. the **prize offer** which was agreed by **us** has materially changed.

In the event that after the investigation is completed the **third party** adjudicator considers a) or b) above do not apply, coverage shall be reinstated from the date the investigation is completed. In this event, **you** and **we** agree that no coverage will be provided by this Policy during the period of suspension and no return premium will be due to **you**.

In the event that after the investigation is completed the **third party** adjudicator considers a) or b) above do apply, the Policy shall be cancelled with effect from the date coverage was suspended, notwithstanding the "Cancellation" **CONDITION** in this Policy.

The costs of any **third party** adjudicator shall be borne by **you**. **We** will not be under any obligation to return any premium to **you** and any return premium will be made solely at **our** discretion.

4. Examination under oath

Following a claim under this Policy **we** reserve the right to initiate an investigation into the **prize offer** or to request an **employee** to submit to examination under oath.

5. Misrepresentation

In the event that you misrepresent or conceal any material circumstance:

- a. under **your** obligations listed in **CONDITION 1** above, **we** reserve the right to adjust the amount **we** will reimburse to **you** whether in whole or in part; or
- b. in the application form completed by **you** prior to the commencement of this Policy, **we** may adjust the amount **we** will reimburse to **you** whether in whole or in part and be entitled to void the Policy.

6. Due care and diligence

We will expect **you** to act with due care and diligence prior to the launch of or during the period of any **prize offer** as if **you** do not have any insurance in place.

7. Loss payee

In the event that any payment under this Policy is due to be paid to a loss payee, the payment shall be made to the loss payee stated in the Declarations.

8. Cancellation

This policy is non-cancellable, unless otherwise agreed by **you** and **us**.

However, **we** reserve the right to issue notice of cancellation in the event that **we** discover that you have not complied with the terms and conditions of this Policy.

9. Our rights of recovery

We maintain any rights of recovery **you** may have against a **third party**, and **you** must do nothing to impair these rights of recovery.

At **our** request **you** will bring proceedings or transfer those rights to **us** and help **us** to enforce them. Any recoveries shall be applied as follows:

- a. first, to **us** up to the amount of **our** payment;
- b. then to **you** as recovery of **your** Deductible.

10. Choice of law

This Policy will be interpreted under, governed by and construed in all respects in accordance with the law of the jurisdiction of the place of registration of the company named as the insured in the Declarations page and **we** and **you** agree to submit to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company named as the insured in the Declarations page.

In any action to enforce **our** obligations under this Policy **we** can be named as "Lloyd's Underwriters" which will be binding on the Lloyd's Underwriters liable under this Policy as if **we** had each been individually named as defendants. Service of these proceedings may be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at the address 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her agreement to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorized by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organizations or companies, their agents/mandataires, and to certain non-related or unaffiliated organizations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in

a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

To obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at info@lloyds.ca who will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through info@lloyds.ca.

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:

- a. 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.
- b. 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:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 Fax: (514) 861-0470

E-mail: lineage@lloyds.ca

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

www.giocanada.org

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

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the Financial Consumer Agency of Canada (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)

www.fcac-acfc.gc.ca

SUBSCRIPTION NOTICE

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS", the Premium set against its name in the List of Subscribing Companies (attached hereto),

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force,

they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned in the Declarations page(s).

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference will be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

IN WITNESS WHEREOF THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both 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 within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry 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.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. 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 one-on-one meetings with your broker or agent. 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 broker or agent of any change in your circumstances.

RIGHT TO COMPLAINT RESOLUTION

Insurers, 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 Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

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 Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

PRIVACY NOTICE

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- a. the communication with Lloyd's policyholders
- b. the underwriting of policies
- c. the evaluation of claims
- d. the detection and prevention of fraud

- e. the analysis of business results
- f. purposes required or authorised by law

ONTARIO COMMERCIAL LIABILITY NOTICE

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 Commission 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)

COMPLAINTS PROCEDURE

If you have a complaint with any aspect of your Lloyd's insurance, please refer to the broker/agent who arranged your policy for you.

OR

You may contact the General Insurance OmbudService (GIO) who will contact Lloyd's on your behalf. The GIO can be reached at:

GIO - Atlantic Provinces

(902) 429-2730

Toll-free: 1-800-565-7189

Website: www.gio-scad.org

GIO - British Columbia & Yukon

(604) 684-3635

Toll-free: 1-877-772-3777

Website: www.gio-scad.org

GIO - Ontario

(416) 362-9528

Toll-free: 1-800-387-2880

Website: www.gio-scad.org

GIO - Prairies, Northwest Territories & Nunavut

(780) 423-2212

Toll-free: 1-800-377-6378

Website: www.gio-scad.org

Province of Québec

GIO

(514) 288-6015

Toll-free: 1-800-361-5131



Website: www.gio-scad.org

OR

Autorité des marchés financiers (l'Autorité)

Québec City (418) 525-0311

Montréal (514) 395-0311

Toll-free: 1-866-526-0311

E-mail: Renseignements-consommateur@lautorite.qc.ca

GIO – Alberta

(780) 421-8181

Toll-free: 1-888-421-4212

Website: www.gio-scad.org