

PREAMBLE

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all of 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 page 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 commencement of this insurance, **we** agree to provide the cover as set out below:

INSURING CLAUSE

We agree to reimburse the company named as the Insured in the Declarations for the reasonable and necessary **costs and expenses** to redeem the **valid claimants** of the **marketing activity** who have exceeded **your** anticipated response to the **marketing activity**, provided that the **marketing activity**:

- a) is first launched and the unanticipated response to the **marketing activity** is notified to us during the **period of the policy**; and
- b) complies with any regional, provincial, territorial, state or federal law and any relevant common law in the country where the **marketing activity** 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 to reimburse the **costs and expenses** incurred to redeem **valid claimants** when the amount **you** have paid has exceeded the amount stated as the Deductible in the Declarations.

DEFINITIONS

1. **"Costs and expenses"** means
the costs and expenses stated in the Declarations.
2. **"Employee"** means
any employee of the company named as the Insured in the Declarations.

3. **"Marketing activity"** means
the marketing activity stated in the Declarations.
4. **"Period of the policy"** means
the period between the Inception Date stated in the Declarations and the Expiry Date stated in the Declarations.
5. **"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.
6. **"Valid claimant"** means
 - a) the process, game or promotion in which a person participates to qualify as a valid claimant in the **marketing activity**;
 - b) the terms and conditions which must be followed before a participant can qualify as a valid claimant in the **marketing activity**; and
 - c) the time period during which a participant can qualify as a valid claimant in the **marketing activity**.
7. **"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.
8. **"We/our/us"** means
the Underwriters stated in the Declarations.

EXCLUSIONS

We shall not reimburse any **costs and expenses** incurred by **you**.

1. **Alteration or variation to the marketing activity**
arising directly or indirectly out of any alteration or variation to the **marketing activity** where the alteration or variation may increase the anticipated response to the **marketing activity** or 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 shall be in proportion to the respective amounts insured under the Policies.
4. **Failed marketing activity**
arising directly or indirectly out of any **marketing activity** that does not generate sufficient sales or profits.

5. **Printing error or duplication**
arising directly or indirectly out of any printing error or duplication.
6. **Variation in exchange rate**
arising directly or indirectly out of any variation in exchange rates.
7. **Wilful or dishonest acts**
arising out of any claim to be a **valid claimant** in the **marketing activity** where that claim is made by fraudulent or dishonest means.

CONDITIONS

1. **How to make a claim under this Policy**
In the event of an actual or potential claim under this Policy CFC Underwriting Limited (CFC) must be notified as soon as is practicable. **You** must provide CFC with full and accurate information in respect of any claim under this Policy, including but not limited to:
 - a) the **marketing activity**;
 - b) the number of **valid claimants** in the **marketing activity** who have exceeded **your** anticipated response;
 - c) the **costs and expenses** incurred;
 - d) any tangible items submitted by a **valid claimant** in the **marketing activity**; and
 - e) any online data relating to the **marketing activity**.
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 required by:
 - a) any legal or regulatory requirement; or
 - b) **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. **Examination under oath**
Following a claim under this Policy **we** reserve the right to initiate an investigation into the **marketing activity** or to request an **employee** to submit to examination under oath
4. **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, including any response **you** have provided in respect of any previous marketing activity, **we** may adjust the amount **we** will reimburse to **you** whether in whole or in part and be entitled to void the Policy.
5. **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 **marketing activity** as if **you** do not have any insurance in place.

6. **Loss payee**

In the event that any **costs and expenses** are due to be paid to a loss payee, the payment of those **costs and expenses** shall only be made to the loss payee stated in the Declarations.

7. **Cancellation**

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

8. **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.

9. **Choice of law**

This Policy shall 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 and for this purpose, **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.

In any action to enforce our obligations under this Policy we can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on Lloyd's Underwriters liable under this Policy as if we had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 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 authorised 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 lineage@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

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)

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:

- i) 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.
- ii) 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 on 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 shall 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.