

Form #EOICAB - Endorsement - Alberta Insurance Council
(Rev. May 2019)

This Endorsement applies to the Insureds who are licensed to practice in the Province of Alberta.

It is hereby understood and agreed that this endorsement forms part of the Errors and Omissions policy.

The following items are added to Section 4 – CONDITIONS of this policy in order to comply with the regulations of the Alberta Insurance Act.

- 4.1 **Self Insured Excess/Deductible** is amended to include:
In the event of the failure of the Named Insured to pay loss to which this policy may apply by virtue of this endorsement upon demand of any third party, then the Underwriters shall make payment directly to such third party and shall be entitled to reimbursement from the Named Insured for the amount of the Self Insured Excess applicable to such loss. The Named Insured shall reimburse the Underwriters within ten days of receipt by the Insured of a statement setting out the amount thereof.
- 4.13 **Extended Reporting Period**
If the Underwriters or the Named Insured cancels or refuses to renew this policy for any reason, this policy shall apply to Claims first made against the Insured during the twelve (12) months immediately following the date of cancellation or expiry date in the case of non-renewal (such twelve (12) months to be called the extension period) caused by such acts, errors or omissions occurring during any prior policy periods of this policy or any policy issued by the Underwriters which this policy replaced. The coverage provided during this extension period shall apply only to Claims for which no other valid and collectable insurance is applicable. This extension period does not extend the policy period or change the scope of coverage provided nor does it reinstate or increase the Limit of Liability as stated in the Schedule.
- 4.14 **Notice of Cancellation**
It is agreed that, should this policy be cancelled, non-renewed or if this policy is amended in such a manner that it does not comply with the regulations of the Alberta Insurance Act, a thirty (30) day prior notice will be given to the Alberta Insurance Council/Edmonton.

Fraudulent Acts Coverage

It is hereby understood and agreed that coverage under this Endorsement applies to any dishonest, fraudulent, or criminal act for which the Insured is legally liability to any third party (other than an insurance company) for failure to obtain or provide insurance as a result of any dishonest, fraudulent, or criminal act arising out of an Insured(s) in their conduct as an Insurance Broker.

The coverage provided under this endorsement shall not:

- i) benefit any person or entity committing, making or condoning any such dishonest or fraudulent act or omission;
- ii) benefit any creditor of any Insured hereunder for non-payment of accounts, or refunds of premiums or premium taxes; or
- iii) apply to loss arising out of or in connection with the financial inability to pay, insolvency, receivership, bankruptcy or liquidation of the Insured or any affiliate of the Insured.

Except as otherwise provided by this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.