

Form #EOICMB (Rev. May 2019)
Endorsement - Insurance Council of Manitoba

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

It is hereby understood and agreed that this endorsement forms part of the Errors and Omissions policy Form #EO-IB-100.

It is agreed that the Underwriter undertakes to give fifteen (15) days written notice by registered mail to:

INSURANCE COUNCIL OF MANITOBA
466 – 167 LOMBARD AVENUE
WINNIPEG MB R3B 0T6

and

AGENTS LICENSING
OFFICE OF THE SUPERINTENDENT OF FINANCIAL INSTITUTIONS
1115 – 405 BROADWAY
WINNIPEG MB R3C 3L6

in the event of: (a) cancellation, termination or refusal to renew the policy; and/or
(b) the deletion of an Insured from the policy provided that the Named Insured has informed the Underwriters Managing General Agent Representative of the departure of the Insured.

It is agreed that the following is added to Section 1 – Insuring Agreements:

Extended Reporting Period

If the Underwriters or Named Insured cancels or fails to renew coverage for any reason, the Underwriters will provide an automatic extension of the coverage granted by this policy with respect to any Claim made and reported to the Underwriters during the extended reporting period but only with respect to errors, omissions or negligent acts committed on or after June 1, 2001. Coverage will be for a period of not less than twelve (12) months and it shall not in any way extend the policy period or change the scope of coverage nor does it reinstate or increase the Limit of Liability set forth in the Schedule or Declarations.

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.