

Form #EOICMB (LA) - Endorsement - Insurance Council of Manitoba (Life Agents)
(Rev. July 2024)

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.

1. 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 liable 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 a Life Insurance Agent.

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**.

2. Limits of Liability

Only with respect to the Insured's conduct as a Life Insurance Agent, **Underwriters'** total liability under this **Policy**, excluding **Defence Costs**, shall not exceed \$5,000,000 aggregate limit of liability per policy period in respect of all **Claims** indemnified by this **Policy**.

3. Extended Reporting Period

Only with respect to the Insured's conduct as a Life Insurance Agent, Item 4.13 Extended Reporting Period is amended to read as follows:

Extended Reporting Period

The **Underwriters** will provide an automatic, non-cancellable Extended Reporting Period of five (5) years starting at the end of the **Policy Period** if no other insurance purchased by the **Insured** to replace this policy applies or would apply but for the exhaustion of its applicable Limit of Liability.

The Extended Reporting 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**.

If the **Underwriters** provide an Extended Reporting Period, the following provisions are added to the Insuring Agreements of this **Policy**:

- (a) A **Claim** first made during the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period** provided that the **Claim** arose from an incident which took place before the end of the **Policy Period** and after the June 1, 2001;
- (b) The Extended Reporting Period shall not be construed to be a new **Policy** and shall otherwise be governed by all of the Insuring Agreements, Conditions, Exclusions and Definitions of this **Policy**;
- (c) The **Policy Period** is not extended when the **Underwriters** provide an Extended Reporting Period;
- (d) The Extended Reporting Period will not reinstate or increase the Limit of Liability specified in Item 4 of the **Schedule**.

4. Notification

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 in compliance with the Insurance Act of Manitoba, Regulation 52/2001R amended.

5. Sale of Financial Products Coverage

- (a) The coverage afforded to the **Insured** by this Endorsement is for "sale of Financial Products through Life Insurance companies licensed in Canada".
- (b) The Limit of Liability afforded by this Endorsement does not erode the Limit of Liability shown on the **Schedule** and is in addition to those limits.
- (c) Limit of Liability - \$1,000,000 per claim / \$2,000,000 in aggregate per policy period in respect of all **Claims** arising from the coverage provided by this Endorsement.
- (d) Stacking of Limits Clause
Any claim(s) that is recoverable under any other Errors and Omissions and or Errors and Omissions Endorsement issued by the Underwriter or issued by the Underwriters Managing General Agent Representative is excluded under this policy.
- (e) This coverage is written on a claims-made basis.

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