



# Policy certificate

## Insurance effected through the Coverholder:

CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

## IDENTIFICATION OF INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

## PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

## NOTICE



Any notice to the Underwriters may be validly given to: Zensurance Brokers Inc, 200 University Ave #1301, Toronto, M5H 3C6, Canada.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'AR H...', followed by a wavy line.

**Authorized Official**

**Please examine this document carefully.** If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



## DECLARATIONS

POLICY NUMBER:	FIN0040314865
UNIQUE MARKET REFERENCES:	B087524C9N5047 B087524C9N5051 B087524C9N5053
THE INSURED:	Neobanc Inc
ADDRESS:	1506 212 Eglinton Avenue East Toronto, ON M4P 0A3 Canada
NAME OF LICENSED CANADIAN INTERMEDIARY:	Zensurance Brokers Inc
THE UNDERWRITERS:	Underwritten by certain Lloyd's underwriters and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 05 Apr 2025
THE EXPIRY DATE:	00:01 Local Standard Time on 05 Apr 2026
TOTAL PAYABLE:	CAD12,000.00
Premium breakdown:	
Premium:	CAD11,000.00
Policy Administration Fee:	CAD1,000.00
PROFESSIONAL SERVICES:	Rent Payments.
LEGAL ACTION:	Worldwide excl. US
TERRITORIAL SCOPE:	Worldwide
RETROACTIVE DATE:	05 Apr 2025
INDEMNITY PERIOD (CYBER AND PRIVACY cover only):	12 months
WAITING PERIOD:	8 hours
APPROVED CLAIMS PANEL PROVIDERS:	CFC Response
CLAIMS MANAGER:	CFC Underwriting Limited Please report all new claims to: <a href="mailto:newclaims@cfc.com">newclaims@cfc.com</a>
CYBER INCIDENT MANAGER:	CFC Underwriting Limited
CYBER INCIDENT RESPONSE LINE:	In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 800-607-1355
WORDING:	Fintech v2.0
ENDORSEMENTS:	Regulatory Statement (CAN) Non-Owned and Hired Automobile Clause Notice Concerning Personal Information Code Of Consumer Rights And Responsibilities Ontario Commercial Liability Notice



## Service of Suit Clause

## DECLARATIONS

### INSURING CLAUSES 1 AND 4 - 6 COMBINED

Aggregate limit of liability: CAD1,000,000 in the aggregate

### INSURING CLAUSE 1: FINTECH PROFESSIONAL LIABILITY

#### SECTION A: ERRORS AND OMISSIONS

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**  
Deductible: CAD15,000 each and every claim, including **costs and expenses**

#### SECTION B: BREACH OF CONTRACT

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**  
Deductible: CAD15,000 each and every claim, including **costs and expenses**

#### SECTION C: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND DEFAMATION

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**  
Deductible: CAD15,000 each and every claim, including **costs and expenses**

#### SECTION D: LOSS MITIGATION

Aggregate limit of liability: CAD150,000 in the aggregate  
Deductible: CAD15,000 each and every claim

### INSURING CLAUSES 2 AND 3 COMBINED

Aggregate limit of liability: CAD1,000,000 in the aggregate

### INSURING CLAUSE 2: CYBER AND PRIVACY

#### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**  
Deductible: CAD15,000 each and every claim, including **costs and expenses**

#### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: CAD1,000,000 in the aggregate, including **costs and expenses**  
Deductible: CAD15,000 each and every claim, including **costs and expenses**



#### SECTION C: INCIDENT RESPONSE COSTS

Aggregate limit of liability:	CAD1,000,000	in the aggregate
Deductible:	CAD0	each and every claim, including <b>costs and expenses</b>

#### SECTION D: LEGAL, FORENSIC AND BREACH MANAGEMENT COSTS

Aggregate limit of liability:	CAD1,000,000	in the aggregate
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### SECTION E: EXTORTION

Aggregate limit of liability:	CAD1,000,000	in the aggregate
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### SECTION F: UNAUTHORIZED USE OF COMPUTER RESOURCES

Aggregate limit of liability:	CAD100,000	in the aggregate
Deductible:	CAD0	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Aggregate limit of liability:	CAD1,000,000	in the aggregate
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### SECTION B: LOSS OF FEE INCOME

Aggregate limit of liability:	CAD1,000,000	in the aggregate
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### SECTION C: EXTRA EXPENSE

Aggregate limit of liability:	CAD1,000,000	in the aggregate
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Aggregate limit of liability:	CAD1,000,000	in the aggregate
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>



#### SECTION E: HARDWARE AND SOFTWARE REPLACEMENT COSTS

Aggregate limit of liability:	CAD1,000,000	in the aggregate
Deductible:	CAD15,000	each and every claim, including <b>costs and expenses</b>

#### SECTION F: CLAIM PREPARATION COSTS

Aggregate limit of liability:	CAD25,000	in the aggregate
Deductible:	CAD0	each and every claim, including <b>costs and expenses</b>

#### INSURING CLAUSE 4: CRIME

##### ALL SECTIONS COMBINED

Aggregate limit of liability:	CAD250,000	in the aggregate
-------------------------------	------------	------------------

##### SECTION A: EMPLOYEE CRIME

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD25,000	each and every claim, including <b>costs and expenses</b>

##### SECTION B: THIRD PARTY CRIME

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD25,000	each and every claim, including <b>costs and expenses</b>

##### SECTION C: SOCIAL ENGINEERING

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD25,000	each and every claim, including <b>costs and expenses</b>

##### SECTION D: THEFT OF CLIENT FUNDS

Limit of liability:	CAD250,000	each and every claim, including <b>costs and expenses</b>
Deductible:	CAD25,000	each and every claim, including <b>costs and expenses</b>



## INSURING CLAUSE 5: MANAGEMENT LIABILITY

### SECTIONS A AND B COMBINED

Aggregate limit of liability: CAD1,000,000 in the aggregate

### SECTION A: INDIVIDUAL COVER

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD0 each and every claim, including **costs and expenses**

### SECTION B: COMPANY REIMBURSEMENT COVER

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD15,000 each and every claim, including **costs and expenses**

### SECTION C: ADDITIONAL COVER FOR NON-EXECUTIVE DIRECTORS

Aggregate limit of liability: CAD100,000 in the aggregate, including **costs and expenses**

Deductible: CAD0 each and every claim, including **costs and expenses**

### SECTION D: EXTRADITION, ASSETS AND APPEAL COSTS

Aggregate limit of liability: CAD150,000 in the aggregate, including **costs and expenses**

Deductible: CAD15,000 each and every claim, including **costs and expenses**

## INSURING CLAUSE 6: PRE-INVESTIGATION AND REGULATORY INVESTIGATION COSTS

### SECTION A: PRE-INVESTIGATION COSTS

Aggregate limit of liability: CAD50,000 in the aggregate, including **costs and expenses**

Deductible: CAD0 each and every claim, including **costs and expenses**

### SECTION B: PROFESSIONAL SERVICES REGULATORY INVESTIGATIONS

Aggregate limit of liability: CAD150,000 in the aggregate, including **costs and expenses**

Deductible: CAD15,000 each and every claim, including **costs and expenses**

### SECTION C: DIRECTORS AND OFFICERS REGULATORY INVESTIGATIONS

NO COVER GIVEN





#### INSURING CLAUSE 7: GENERAL LIABILITY

Aggregate limit of liability:	CAD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	CAD1,000	each and every claim, including <b>costs and expenses</b>

#### INSURING CLAUSE 8: COMMERCIAL CONTENTS AND BUSINESS INTERRUPTION

NO COVER GIVEN

#### INSURING CLAUSE 9: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:	CAD100,000	in the aggregate
Deductible:	CAD0	each and every claim

#### INSURING CLAUSE 10: COURT ATTENDANCE COSTS

Aggregate limit of liability:	CAD100,000	in the aggregate
Deductible:	CAD0	each and every claim



## SIGNING OF THIS POLICY BY THE LLOYD'S ATTORNEY IN FACT IN CANADA

For the added comfort and security of our policyholders this policy will also be signed by the representative of Lloyd's Underwriters in Canada, the Attorney in Fact.

The policy signed by the Attorney in Fact will replace this document as the official contract of insurance between you and us. In the interim this document is your valid policy which you should use if you need to make a claim.

CFC Underwriting will act as the sub-agent of the Attorney in Fact for the purpose of communicating the policy signed by the Attorney in Fact to you and your broker.

The policy signed by the Attorney in Fact will normally be available from two working days after you go on cover with us. To download this policy please click on the link below:

<http://aif.cfc.com/download/get/c86d2fb2-53db-4f74-a24d-a7d7ff83ba45>

## INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180

01/11/11



## OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Registration Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/). Alternatively the Financial Conduct Authority may be contacted on +44 (0)800 111 6768.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at [complaints@cfc.com](mailto:complaints@cfc.com) or please write to:

Chief Executive Officer  
CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

We will aim to acknowledge your complaint within 2 business days following receipt and will aim to respond to your complaint within 20 business days.

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's Canada Inc. The contact details are as follows:

Complaints Officer,  
Royal Bank Plaza South Tower  
200 Bay Street  
Suite 2930  
PO Box 51  
Toronto  
Ontario M5J 2 J2.  
Tel: 1-877-455-6937  
Email: [info@lloyds.ca](mailto:info@lloyds.ca)



If you remain dissatisfied after Lloyd's Canada Inc. has considered your complaint, you may have the right to refer your complaint to the following organisations:

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

Website: <https://giocanada.org/>

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the 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

Tel: 1-866-461-3222 (Services in English)

Tel: 1-866-461-2232 (Services in French)

Website: [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

For clients based in Quebec only:

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 complaints protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action is 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

Website: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.



The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at [dataprotection@cfc.com](mailto:dataprotection@cfc.com).

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>



## S.P.F. NO. 6 STANDARD NON-OWNED AUTOMOBILE POLICY

ATTACHING TO  
POLICY NUMBER: FIN0040314865

THE INSURED: Neobanc Inc

WITH EFFECT FROM: 05 Apr 2025

### LIMITS OF LIABILITY AND DEDUCTIBLES:

#### **S.P.F. NO. 6 STANDARD NON-OWNED AUTOMOBILE POLICY**

Limit of liability:	CAD1,000,000	each and every claim, <b>costs and expenses</b> in addition
Deductible:	CAD1,000	each and every claim, including <b>costs and expenses</b>

#### **S.E.F. NO. 94 LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE FORM**

Limit of liability:	CAD50,000	each and every claim, <b>costs and expenses</b> in addition
Deductible:	CAD1,000	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE:

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated Section A - Third Party Liability.

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from bodily injury to or the death of any person or damage to property of others not in the care, custody or control of the insured:

Provided always the Insurer shall not be liable under this Form:

- a. for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- b. \*for any liability imposed upon any person insured by this Form;
  - i. by any workmen's compensation law; or
  - ii. by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or



- c. for any liability assumed by any person insured by this Form voluntarily under any contract or agreement; or
- d. for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Form or to any property owned or rented by, or in the care, custody or control of any such person; or
- e. for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Form; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

\*Not applicable in the Province of Ontario

**ADDITIONAL AGREEMENTS OF INSURER:**

Where indemnity is provided by this Form, the Insurer further agrees:

- 1. upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this Form by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- 2. to defend in the name and on behalf of any person insured by this Form and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3. to pay all costs taxed against any person insured by this Form in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- 4. in case the injury be to a person, reimburse any person insured by this Form for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5. be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in Section A of Item 7 of the application; and
- 6. not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

**GENERAL PROVISIONS AND DEFINITIONS:**

- 1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner



thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional Insured person.

2. Territory

This Form applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries

3. Hired Automobiles Defined

The term "Hired Automobiles" as used in this Form means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. Automobiles Operated Under Contract Defined

The term "Automobiles Operated under Contract" as used in this Form shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. Two or More Automobiles

When two or more automobiles are insured hereunder the terms of this Form shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

6. Premium Adjustment

The Advance Premium stated in item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured. The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the





Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this Form.

7. Statutory Conditions

The insurance provided under this Coverage is subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## S.E.F. NO. 94 LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE FORM

ATTACHING TO POLICY NUMBER: FIN0040314865  
THE INSURED: Neobanc Inc  
WITH EFFECT FROM: 05 Apr 2025

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO. 6)

In consideration of the premium stated herein, it is understood and agreed that the policy to which this endorsement is attached, is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

### **SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES**

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

#### **SUBSECTION 1 – ALL PERILS:**

from all perils

Limits of Insurance

We shall not be liable under this endorsement for any amount in excess of CAD50,000 or as otherwise shown on the Declaration Page (exclusive of interest and costs) for any one occurrence.

Deductible Clause

Each occurrence causing loss or damage covered except loss or damage caused by fire or lightning or theft of the entire automobile shall give rise to a separate claim in respect of which our liability shall be limited to the amount of loss or damage in excess of CAD500.

Two Or More Automobiles

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of insurance, including the deductible provision, if any, under this Insuring Agreement.

#### **EXCLUSIONS:**

We shall not be liable

1. for loss or damage to any automobile while personally driven by you if you are an individual; or



2. for loss or damage

- a. to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage caused by fire, theft or malicious mischief; or
- b. to any automobile while being used without the consent of the owner thereof; or
- c. caused directly or indirectly by contamination by radioactive material; or
- d. to contents of trailers or to rugs or robes; or
- e. to tapes and equipment for use with a tape recorder when detached therefrom; or
- f. caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
- g. for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**



## S.E.F. NO. 96 CONTRACTUAL LIABILITY ENDORSEMENT

ATTACHING TO POLICY NUMBER: FIN0040314865

THE INSURED: Neobanc Inc

WITH EFFECT FROM: 05 Apr 2025

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO. 6)

In consideration of a premium of CAD0, it is understood and agreed that part c) of the **INSURING CLAUSE** is deleted in its entirety and replaced with the following:

- c. For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

**Date of contract**

All contracts

**Name of contracting party** (other than the Insured)

All contracting parties

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## S.E.F. NO. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

ATTACHING TO  
POLICY NUMBER: FIN0040314865

THE INSURED: Neobanc Inc

WITH EFFECT FROM: 05 Apr 2025

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.E.F. NO. 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that the "Hired automobile" **DEFINITION** is deleted in its entirety and replaced with the following:

### **Hired automobiles**

means:

- i. automobiles hired or leased from others with drivers;
- ii. hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**



## 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](mailto: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](mailto:info@lloyds.ca).



## 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.





## 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 Regulatory Authority 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)



## SERVICE OF SUIT CLAUSE

ATTACHING TO POLICY FIN0040314865

NUMBER:

THE INSURED: Neobanc Inc

WITH EFFECT FROM: 05 Apr 2025

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY**