



British Columbia Registered Music Teachers' Association

Directors' & Officers Liability

Policy Term: July 8, 2025 to July 8, 2028

Created on: June 11, 2025

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Section 1

Introduction

Important – Please note the following:

Duty of Disclosure

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favourable or not, which would influence the judgement of a prudent insurer in determining whether to take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

Payment Terms

Premiums are due and payable on receipt of a Marsh invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

Coverage Expiry Date

Please note that your current coverage will expire at 12:01 am cst on July 8, 2025. In order to be certain that coverage is bound with the Insurer(s) prior to expiry, we will require your written instructions to proceed with the renewal as far in advance of the expiry date as possible.

Breach of Warranty or Subjectivity

If any of the terms and conditions contained in this proposal are identified as a “warranty” or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, Insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

Underinsurance

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

Law and Jurisdiction

In the event of a dispute between Insured and Insurers, the court that will have jurisdiction and the laws that will apply are the Courts and Laws of Canada.

Material Changes from Expiring Policy

You should carefully note any items identified in the “Changes from Expiry” section under each coverage as they represent material changes in cover from your previous policy.

Taxes Payable by Insureds

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by Marsh in addition to the premiums quoted:

Provincial Sales Tax

Section 2

Marsh Canada Limited

We're Marsh, the world's leading insurance broker and risk adviser, with over 24,000 employees providing advice and transactional capabilities to clients in over 100 countries. Marsh Canada Limited is in the business of managing risk and offering insurance brokering services to all types of companies across Canada. As a member of Marsh & McLennan Companies it was built upon a foundation of strong values and principles and a culture devoted to customer service.

Since formation of the Canadian company in 1914, we have grown into an enterprise with the overriding goals of our clients always top of mind. Marsh's mission is to deliver exceptional client value and drive profitability and growth by capitalizing on our global reach, market expertise, and outstanding people.

Experience the MARSH Advantage for Yourself

Our program offers many attractive features and benefits, including:

- A customized policy designed to protect your unique business interests
- Coverage in one convenient package to address all your needs
- "24/7" claims reporting service
- Convenient monthly payment plan
- Coverage and features not offered by other policies

Section 3

Marsh Service Team

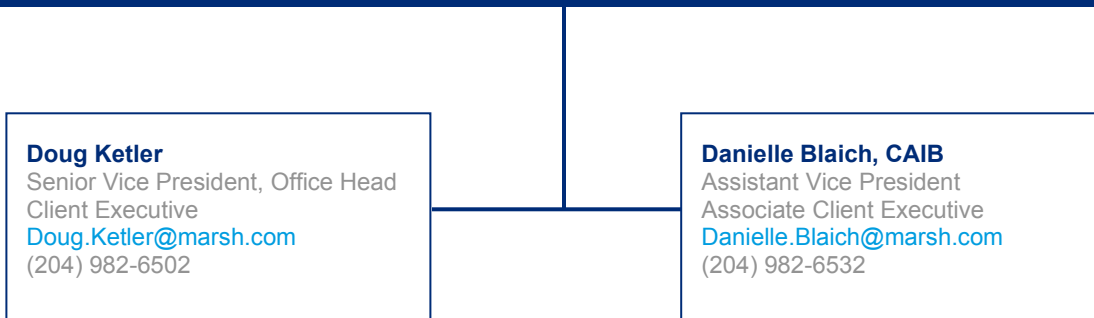
It is imperative the transactional services and resources provided by your insurance broker are delivered by a client manager who has acquired and maintains an intimate knowledge of your business operations.

Through specialization, Marsh enjoys efficiencies not available from our competitors. This assures your client manager is readily accessible to perform not only normal day-to-day activities, but also special projects to overcome any significant challenge.

Marsh delivers client services through teams, distributing work to highly qualified specialists in each risk management discipline. This approach means greater efficiency and complete backup for each individual, so any task can be accomplished without concern over employee absence. The client manager is responsible for leading the team and monitoring each member's performance to assure that you are provided with the highest quality and timely delivery of services. We commit to make available all professionals you need for successful completion of this work. Marsh's client service standards and our success, demand no less.

Your Marsh Canada Service Team

British Columbia Registered Music Teachers' Association



CLIENT SERVICES

Risk Placement

Danielle Blaich, CAIB
Assistant Vice President
Associate Client Executive
Danielle.Blaich@marsh.com
(204) 982-6532

Bonding

Nancy Blei Sigurdson
Client Representative
Surety Services
Nancy.Bleisurdson@marsh.com
(204) 982-6545

Autopac Services

Cindy Turner
Client Representative
Cindy.Turner@marsh.com
(204) 982-6544

Risk Consulting and Control

Doug Ketler
Senior Vice President, Office Head
Client Executive
Doug.Ketler@marsh.com
(204) 982-6502

Claims

Danielle Blaich, CAIB
Assistant Vice President
Associate Client Executive
Danielle.Blaich@marsh.com
(204) 982-6532

Certificates of Insurance

Certificate Specialists
winnipegcertificates@marsh.com

Section 4

Client Details

Named Insured	British Columbia Registered Music Teachers' Association
Operations	The representative body of the profession of the private music teacher in British Columbia whose objective is the promotion of the art of music teaching and the maintenance of the honor and interests of the music teaching profession.
Mailing Address	#128 PO Box 8000 Abbotsford, BC V2S 6H1
Contact Personnel	Joyce Janzen, Registrar Email: registrar@bcmta.bc.ca
Policy Period	July 8, 2025 to July 8, 2028

Section 5

Directors' and Officers' Liability

Insurer	Trisura Guarantee Insurance Company
Limit of Liability	\$1,000,000 Limit of Liability, each Policy Period / Annual Aggregate \$1,000,000 Excess Directors' or Officers' Coverage, each Policy Period / Annual Aggregate \$1,000,000 Pollution Defence Costs Coverage, each Policy Period / Annual Aggregate \$ 100,000 Corporate Brand Protection / Crisis Management Expense Coverage , each Policy Period / Annual Aggregate
Deductibles	\$NIL each Claim for all Non-Indemnified Loss \$2,500 each Claim for all Indemnified Loss \$2,500 each Employment Practices Wrongful Act Claim
Key Coverages & Endorsements	<ul style="list-style-type: none"> • Waiver of Deductible in the event of No-Liability • Deletion of Hammer Clause • Fiduciary Liability Extension - \$1,000,000 sublimit / \$2,500 deductible • Intellectual Property Exclusion • Defence Costs outside the Limit of Liability • Three Year Policy Endorsement • Cyber Exclusion for Insured Entity
Claims Made Coverage	The Directors' & Officers' Liability policy is written on a " Claims Made " form which requires that you report any incident or circumstances which could give rise to a claim to the insurer(s) during the policy period. Please refer to your specific policy to with respect to the claims reporting requirements. Failure to comply with the claims reporting provisions of the policy could result in the Insurer denying coverage for the claim under your policy. Your employees should be made aware of the claims reporting requirements. Special attention must be given prior to expiry to ensure that all incidents, which may give, rise to a claim and all actual claims are reported to insurers prior to the expiry date of the policy.

Section 6

Premium Summary

Coverage	Expiring Program <i>July 8, 2022 to July 8, 2025</i>	Renewal Program <i>July 8, 2025 to July 8, 2028</i>
Directors' & Officers' Liability	\$ 4,254 <i>Payable in three annual installments of \$1,418</i>	\$ 4,050 <i>Payable in three annual installments of \$1,350</i>
TOTAL PREMIUM	\$4,254(*)	\$4,050(**)

(*) This premium does not include any mid-term endorsements.

(**) This premium does not include any applicable taxes.

Section 7 Authorization to Bind

Client Executive:	Doug Ketter
Placing Office:	Marsh Canada Limited, 1420 – One Lombard Place, Winnipeg, Manitoba R3B 0X3
Named Insured:	British Columbia Registered Music Teachers' Association
Policy Term:	July 8, 2025 to July 8, 2028


LINE OF COVERAGE	INSURER	TOTAL PREMIUM	COMMISSION	INSURER CONSULTING COMPENSATION
Directors' & Officers' Liability	Trisura Guarantee Company	\$ 4,050 (*)	20%	-

(*) This Premium is payable in three annual installments of \$1,350 and does not include taxes

Payment Options	Payment in Full upon receipt of invoice Premium Financing – Available Upon Request
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I / We agree with the underwriting and claims information submitted and to the terms quoted in the Marsh Insurance Proposal dated June 11, 2025. This is your authority to proceed with binding cover(s) as outlined in the Marsh Insurance Proposal effective the date(s) noted above. I / We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions

By signing this form you are consenting to the statements above.

Name: Barbara Siemens	Title: President
Signature 	Date June 18 2025

The Insurer reserves the right to rescind or amend its quotation or issued policy if there is a material change in exposure prior to the inception date of the policy.

Section 8

Transparency & Disclosure

Marsh Canada Limited is committed to setting the industry standard for ethical business practices and client service. To fulfill that commitment, we pledge to:

- Disclose, up front, our compensation from insurers and from other third parties;
- Disclose our interests in and contractual relationships with insurers;
- Prohibit all contingent commission compensation from insurance companies worldwide;
- Advice of the specifics of all quotes and premium indications we receive from insurers on your behalf.

Marsh has reinforced this commitment with a comprehensive compliance program that includes:

- A network of trained compliance specialists throughout the world;
- Detailed procedures;
- Ethics and compliance training;
- Regular transaction monitoring and auditing to make sure we meet our standards.

Insurer Consulting Compensation (PICC):

The Insurer Consulting Compensation, or PICC, is payable to Marsh for market consulting services and/or distribution services we provide to insurers. It is a fixed percentage of the premium and is set in advance of the insurance transaction. PICC is not dependent on volume, retention, profitability, or growth targets. The services we perform are across the insurer's book of business (or a portion thereof) and are designed to assist the insurer in making more competitive offerings to our clients and prospects. For more Disclosure related to the following items please refer to our website, www.marsh.ca/about-marsh/disclosure;

Approach

We have not approached every insurer who writes this class of business. For more Disclosure related to the following items please refer to our website, www.marsh.ca / About Marsh / Disclosure:

- MMC and Subsidiaries Direct and Indirect Investments in Insurance and Reinsurance Companies
- Contractual Arrangements with Insurers and Wholesale Brokers
- ENCON Group Inc.
- Premium financing – Marsh Income Disclosure Statement

Section 9

Claims Reporting

The role of Marsh Canada Limited as your broker is to ensure the prompt reporting of claims to the Insurer and/or adjuster, thus resulting in prompt investigation by qualified adjusters, leading to the early resolution of an insurance claim.

The role of the adjuster, who is appointed by the Insurer, is to investigate and report to the Insured all pertinent details of the claim and to recommend settlement and protect the Insurer(s) interest within the terms and conditions of the policy.

It is imperative that Marsh Canada Limited be provided with prompt notice of claims in order to allow us to report to the Insurers covering the applicable insured risk. Alternatively, if arrangements have been made for you to report losses directly to the Insured, this should be done without delay. While losses can be reported by telephone, we would recommend that all losses be reported via email in writing.

The following provides a brief summary of your claims reporting procedures:

All claims and/or potential claims are to be reported promptly to:

Email: Winnipeg.Claims@marshcanadaclaims.com

Please include your following Client Service Team members in your notice of claim:

Doug.Ketler@marsh.com
Danielle.Blaich@marsh.com

If you experience an after hours claim and need immediate assistance, please call 1.855.627.7454.

Marsh Canada Limited will report the claim to the appropriate insurance company. All claims are to be investigated by the Insurer who will appoint an adjuster if warranted. When problems arising during the adjusting process, Marsh should be notified immediately, by contacting your Client Service Teams members as noted above.

In the event of any dispute on insurance coverage, Marsh Canada Limited should be informed in order that we can intervene with the adjusters and/or Insurer on your behalf.

TIME SENSITIVE CLAIMS REPORTING

All potential claims should be reported immediately. Some policies are more time sensitive than others.

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offence or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh, as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

Section 10

Client Service Agreement

Terms of Engagement

Our goal is to provide a level of service that assures your satisfaction. The first step in realizing this goal is to ensure that we share a mutual understanding of our relationship. Marsh agrees to supply the services set out in the box below in connection with the policies detailed herein, as may be agreed, either expressly or impliedly, between you and Marsh from time to time after the commencement of this Engagement.

- Obtain quotations from agreed insurers and compare cover/terms and pricing between options
- Discuss placement options with you including premium payment terms and any finance requirements, and receive renewal instructions.
- Place covers with insurers per renewal instructions
- Confirm to you that cover is placed per instructions
- Provide a claims submission guide lines
- Issue invoices, collect premiums and pay insurers, as required
- Check and arrange issue of policy documentation.
- Provide ongoing advice on the extent of policy coverage.
- Action mid-term amendments and policy declarations
- Provide Advocacy if required for complex and contentious claims.

Additional Services

- Professional Liability Insurance
- Directors & Officers Liability Insurance
- Fiduciary Liability Insurance
- Environmental Impairment Liability Insurance
- Private Health Care for Key Employees
- Risk Assessment Services
- Business Continuity Consulting Services

LIMITATION OF LIABILITY

Marsh does not speak for any insurer, is not bound to utilize any particular insurer and does not have the authority to make binding commitments on behalf of any insurer, except under special circumstance which Marsh shall always endeavour to make known to the Client. Marsh shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Marsh does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the Client.

If Marsh has taken over any existing program or policies implemented by another broker, Marsh will not assume any responsibility for the adequacy or effectiveness of those programs or policies or any acts or omissions occurring prior to Marsh's engagement. Within 45 days, Marsh will have completed a review of such programs and policies and will make recommendations it believes are necessary.

Any loss control services and/or surveys performed by Marsh under this Agreement are advisory in nature. Such services are limited in scope and do not constitute a safety inspection as provided by a safety engineering service. Marsh does not claim to find or include every loss potential, hazard, statutory or code violation or violation of good practice. All surveys and reports are based upon conditions observed and information supplied by the Client. Marsh does not expressly or impliedly guarantee or warrant in any way the safety of any site or operation or that the Client or any of its sites or operations is in compliance with federal, provincial, territorial, state or local laws, codes, statutes, ordinances or recommendations.

In no event shall either party to this letter be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to you or your affiliates arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law.



Marsh Canada Limited

Suite 1420 - One Lombard Place Richardson Building Winnipeg, Manitoba R3B 0X3
www.marsh.ca www.marsh.com

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