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CAFII ALERTS WEEKLY DIGEST: February 3 – February 10, 2023

February 10, 2023

The CAFII Alerts Weekly Digest is intended to provide a curated compendium of news on insurance, regulatory, and industry/business/societal topics of relevance to CAFII Members – drawn from domestic and international industry trade press and mainstream media – to aid in Members' awareness of recently published media content in those areas.

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GOVERNMENT/LEGAL/REGULATORY DEVELOPMENTS

Personal Information Protection In Québec: Preparing For The Next Round Of "Bill 64" Amendments In September 2023

By Danielle Miller Olofsson, Stikeman Elliott, February 8, 2023

https://www.stikeman.com/en-ca/kh/canadian-technology-ip-law/personal-information-protection-in-quebec-preparing-for-the-next-round-of-bill-64-amendments

The second wave of "Bill 64" amendments to Québec's private-sector privacy legislation – the Act respecting the protection of personal information in the private sector ("PPIPS") – will take effect on September 22, 2023. In this post we look at five key changes that companies carrying on business in Québec will need to address between now and September 22. These include (i) a requirement to create personal information policies, (ii) new rights for individuals to withdraw consent or be de-indexed/re-indexed, (iii) a requirement to conduct privacy impact analyses in certain situations, (iv) a requirement for written data processing agreements with anyone to whom personal information is transferred, (v) substantial new monetary penalties.

These changes follow an earlier set of amendments under Bill 64, in effect since September 2022, that include requirements to appoint a person responsible for compliance with the legislation, to publish this person's title and contact information on their website and to implement a confidentiality incident response procedure.

1. Personal Information Policies Mandatory

As a further step to ensuring that entities processing personal information on Quebecers have appropriate governance structures in place, Bill 64 requires that businesses adopt policies and practices with respect to:

- retention and destruction of personal information;
- roles and responsibilities of employees handling personal information throughout its life cycle; and
- management of complaints.

These policies and practices should be in plain language and adapted to the sensitivity of the personal information in question and the nature of the business. They must be approved by the organization's data protection officer ("DPO") and detailed information about them published on the entity's website (or, if no website exists, be made available by another appropriate means).

Under Bill 64, notices provided to individuals whose personal information is being collected must include:

- the purposes for which the personal information is being collected;
- the means used to collect it;

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- if applicable, the name of any third party on behalf of whom the personal information is being collected;
- if applicable, a statement noting the possibility that the personal information may be communicated outside Québec; and
- statements setting out the right of the individual:
    - to access and rectify any information that is collected; and
    - to withdraw consent to any further use and communication of the personal information.

A best practice would be to include this information in any public facing privacy notice. Additional disclosure requirements are incumbent on any entity that uses tracking technology and/or automated decision making.

2. New Rights for Individuals

In addition to the rights to access and rectify personal information, as of September 22, 2023, individuals will have the right to withdraw their consent to further use and/or communication of their personal information. Bill 64 also introduces two additional individual rights, each of which will be a first in Canada:

- the right to request a cessation of dissemination; and
- the right to de-indexation or re-indexation.

Bill 64 grants individuals the right to request that an entity cease disseminating their personal information or that any hyperlink attached to their name and providing access to their personal information be de-indexed if the dissemination of the information violates a law or a court order.

Bill 64 further allows the individual to request an end to dissemination, or to request de-indexation or re-indexation if all of the following apply:

- the dissemination of the information causes the person concerned serious injury in relation to their right to respect of their reputation or privacy;
- the injury is clearly greater than the interest of the public in knowing the information or the interest of any person in expressing themselves freely; and
- the cessation of dissemination, re-indexation or de-indexation request does not exceed what is necessary to prevent the perpetuation of the injury.

It should be noted that these are not absolute rights. A number of factors must be weighed in determining whether to grant a request to honour these rights, such as the identity of the person in question (e.g., a minor versus an adult who is a public figure), the sensitivity and the accuracy of the information or the context.

3. Privacy Impact Analysis

As of September 2023, privacy impact assessments ("PIA"s) will be required of entities before they can engage in privacy-sensitive activities such as:

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- the acquisition, development or updating of an information system or electronic service delivery project involving the collection, use, communication, retention or destruction of personal information; or
- the communication of personal information outside of Québec.

PIAs, which are already common in Europe and in Canada's public sector, are not a one-size-fits-all exercise. Rather, they should be adapted to the sensitivity and quantity of information involved and are best conducted in consultation, from the outset of the project, with the organization's DPO, who may suggest measures to mitigate any privacy risk. An item that a PIA must address is the ability of the program or project to allow digitized personal information collected from the individual to be communicated to them in a structured, commonly used technological format. Another issue that must be addressed if the PIA concerns personal information that is to be transferred out of Québec is the strength of the personal information protection legislation in place in the receiving jurisdiction.

4. Data Processing Agreements

For entities that have not already done so, Bill 64 will now require that they enter into written data processing agreements with service providers to which they transfer personal information. These agreements must contain the following provisions:

- a description of the measures in place to:
  - protect the confidentiality of the information;
  - restrict the use of the information to what is necessary; and
  - dispose of the information after the purposes for which it was collected have been fulfilled;
- a notice provision in the event the service provider is the victim of a data breach (or attempted breach) that could involve (or have involved) the information; and
- an audit provision.

5. Penalties

Finally, one of the most startling elements of Bill 64 is the new European-like penalties that will come into effect in September 2023. These include administrative monetary penalties of up to $50,000 per individual and up to the greater of $10,000,000 or 2% of worldwide turnover for the preceding year for a business that:

- fails to inform an individual of the sources of the personal information collected on them, the ends to which the information will be used, the methods used to collect it, the right to access and rectify, and the right to withdraw consent;
- collects, uses, communicates, stores or destroys personal information in breach of PPIPS;
- fails to report a confidentiality incident to the Commission d'accès à l'information ("CAI") or to the individuals whose personal information was compromised;
- does not take measures to implement appropriate security safeguards;
- fails to inform an individual of decisions based exclusively on automated decision making; or
- breaches the duties imposed on information agents.

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Bill 64's penalties also include criminal sanctions consisting of fines from $5,000 to $100,000 for an individual or from $15,000 to the greater of $25,000,000 or 4% of worldwide turnover for the preceding year for a business that:

- collects, uses, communicates, stores or destroys personal information in breach of PPIPS;
- fails to report a confidentiality incident to the CAI or to the individuals whose personal information was compromised;
- does not take measures to implement appropriate security safeguards;
- breaches the duties imposed on information agents;
- hinders an investigation or inspection conducted by the CAI;
- takes retaliatory measures against a person who in good faith makes a complaint or cooperates with an investigation;
- refuses or neglects to comply with the CAI's request for documents enabling it to confirm compliance with Bill 64; or
- violates an order by the CAI.

Again, these are not one-size-fits-all penalties. A number of considerations will be taken into account in determining the nature and amount of the penalty, such as the nature and severity of the violation, how long the violation continued, the sensitivity of the personal information, the number of people whose personal information was compromised, the measures taken to mitigate, the compensation offered the victims, and the entity's ability to pay.

Finally, Bill 64 provides for punitive damages – and a private right of action – of at least $1,000 with respect to illicit, intentional, or gross violations of the privacy rights provided for in articles 55 to 40 of the Civil Code of Québec.

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Bill 96 And The Charter Of The French Language: The Language Of Business In Québec

By Catherine Jenner, Anna C. Romano, and Romy Proulx, Stikeman Elliott, August 12, 2022

https://www.stikeman.com/en-ca/kh/corporations-commercial-law/business-impacts-of-quebecs-language-law-changes-an-update-on-bill-96#:~:text=The%20Office%20qu%C3%A9b%C3%A9cois%20de%20la,for%20enforcement%20of%20Charter%20compliance.

On June 1, 2022, Bill 96 received assent and officially became law. As a result, Québec's Charter of the French Language (the "Charter") underwent its first major transformation since it was passed in 1977.

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Highlighted below are the major business-related changes to the Charter made by Bill 96. Some of the changes took effect immediately, on the date of assent (June 1, 2022), while others will take effect at later dates, as noted below.

Employer French-language obligations and francization requirements (government certification that the use of French is generalized in a workplace) are covered in detail in a separate blog post from our Employment Group.

1. Main Aspects of Business Affected by the Changes

Bill 96 strengthens the rules respecting when French is to be used by businesses operating in Québec and businesses transacting with Québec clients and customers. As discussed below, the business community will be particularly affected by changes in the following areas:

- Communications with customers and clients;
- Contracts between private parties and related documents;
- External signage and commercial publicity;
- Inscriptions on products;
- Contracts with the Québec civil administration;
- Court pleadings;
- Registration filings;
- New sanctions and powers of the Office québécois de la langue française ("OQLF").

The Charter rules set out when French must be used by a business in its relations with Québec entities and individuals and when "a language other than French" may be used. In this post, we use English as an example of "a language other than French", but other non-French languages are affected in a similar way.

The Office québécois de la langue française ("OQLF") is the body responsible for enforcement of Charter compliance.

2. Communications with Customers and Clients

Businesses which offer goods or services in Québec must inform and serve their clientele, both consumer and business clients, in French. This principle is now an express obligation which, if contravened, is an offence punishable by fines.

This comes into force immediately upon assent: June 1, 2022.

3. Contracts between Private Parties (non-Government) and Related Documents

The following does not cover employment contracts, which are addressed separately in our employment blog.

Adhesion Contracts (Contracts pre-determined by one party) and Contracts with Standard Clauses

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The new language rules for "contracts pre-determined by one party" (now called adhesion contracts) and contracts with standard clauses are somewhat complex and we will therefore only briefly summarize below certain of the main impacts of the changes made to Bill 96.

These new rules for adhesion contracts and contracts with standard clauses will come into force one year from assent: June 1, 2023.

Basic New Rule: Adhesion Contracts And Related Documents

Adhesion contracts are contracts whose main clauses have been stipulated by one party, i.e., that could not be negotiated. Sometimes it is difficult to determine whether a partially negotiated contract is an adhesion contract. Examples of standard-form contracts (now called adhesion contracts) from the site of the OQLF include employment contracts, collective agreements, insurance contracts, leases, and co-ownership declarations.

Parties may still choose to enter into an English-only version of an adhesion contract (formerly called a standard-form contract) but only if they have first had the opportunity to examine a French version of the contract. If the parties then choose to enter into the contract exclusively in English, the related documents may be exclusively in English.

Therefore, the basic new rule is that businesses must present a French version of an adhesion contract to the adhering party (whether a consumer or a business) prior to the other party choosing to sign an English-only version. A party may not require that the other party pay for a French version of an adhesion contract or related documents if that party is entitled to a French version.

Exempted Adhesion Contracts

The following business adhesion contracts are exempted from the above rule if the adhering party has expressly asked that the contract be in English only:

1. Loan contracts, financial instruments, and contracts whose object is the management of financial risks, including currency exchange or interest rate exchange agreements, contracts for the purchase or sale of options, or futures contracts;
2. Contracts entered into with a person or company that carries on the activities of a clearing house;
3. Contracts entered into on a platform for trading a derivative instrument referred to in the Derivatives Act (Québec), a security referred to in the Securities Act (Québec) or other movable property, provided, in the latter case, that it is not a consumer contract;
4. An insurance policy if there is no French-language equivalent in Québec and it meets one of the following conditions: (a) it originates outside Québec; or (b) its use is not widespread in Québec; and
5. A contract used in relations outside Québec.
(together, "exempted adhesion contracts").

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The exception for a contract "used in relations outside Québec" will likely be very important for certain businesses involved in cross-border transactions. However, pending any further guidance from the legislator, its exact scope is unclear.

Contracts With Standard Clauses

Like exempted adhesion contracts, contracts with standard clauses may be entered into in English only if the parties have expressed their wish to do so (which is similar to the current rule in the Charter, e.g. pre-Bill 96).

Related Documents

If the parties choose to enter into an adhesion contract or contract with standard clauses exclusively in English, the related documents – such as invoices, receipts, and acquittances (releases) – may be exclusively in English as well. Otherwise, there must be a French version of these related documents.

Sanctions For Non-Compliance

Exempted adhesion contracts and contracts with standard clauses: non-compliance (such as sending an exempted adhesion contract or contract with standard clauses in English only to a party without that party having asked that it be in English only) may lead to a fine and/or order for compliance.

Other adhesion contracts: if the non-compliance of the contract with the Charter (e.g. no French version being presented when required to do so) causes prejudice to the adhering party (which is assumed without further proof if there is non-compliance), the contract may be declared null and void at the request of the person who suffers the prejudice or that person may claim damages instead.

Consumer Contracts

The new rule under the Québec Consumer Protection Act is that the parties to a consumer contract may be bound by a version of this contract in English only if, after examining a French version of the contract, such is their express wish. The documents related to this contract may then be drawn up exclusively in English.

This new rule will come into force one year from assent: June 1, 2023.

4. Public Signs and Posters

Basic Rule and Modified Trademark Exemption

Bill 96 has modified the current trademark exemption for public signs and posters visible from the outside and added new requirements if these signs and posters include the name of a business which includes a non-French expression.

The basic rule will remain the same: French must be markedly predominant (as defined in a regulation under the Charter) on public signs and posters visible from outside the premises.

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The current regulations under the Charter include an exemption for recognized non-French trademarks. As detailed in a previous post, the rules for external signage were changed in 2016 to permit the use of recognized non-French trademarks on external signage as long as there was sufficient French in the same visual field. There was no requirement that the "sufficient French" be equal in size to that of the non-French trademark.

This exemption permitting recognized non-French trademarks to appear on public signs and posters visible from the outside will now be limited to marks that are registered under the federal Trademarks Act. Further, French must be markedly predominant on such signs and posters if they include (i) a non-French trademark or (ii) the name of a business which includes an expression taken from a language other than French.

These changes come into force three years after assent: June 1, 2025.

Sanctions For Non-Compliance

The OQLF may, among other things, ask for an injunction to order the removal of signage which contravenes the Charter at the expense of the offending party.

5. Inscriptions: Labels, Directions for Use and Other Documents that Accompany a Product

The rule for French on inscriptions on products applies to labels, directions for use, warranties, and other documents accompanying a product.

Basic Rule

There must be a French version of everything on an inscription and on documents supplied with the product such as directions for use, warranty, etc. unless an exception applies. Another language may also be used but the other language cannot have greater prominence than the French inscription and cannot be available on more favourable terms.

This change comes into force on assent: June 1, 2022.

Exceptions

The current exemption permitting recognized English trademarks to be used on labels and on documents supplied with a product has been modified to permit a registered non-French trademark to appear on a product, even in part, where there is no corresponding registered French version of the trademark. However, if a generic term or a description of the product is included in the mark, the generic term or description must appear in French on the product or on a medium that is permanently attached to it.

The changes in the trademark exemption for inscriptions come into force three years after assent: June 1, 2025.

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Sanctions For Non-Compliance

The OQLF may order a party which contravenes the Charter requirements for inscriptions to comply with the Charter or stop selling the product with the contravening inscription. Notice must be given in certain cases.

6. Contracts with the Québec "Civil Administration"

"Civil administration" is defined in Schedule I of the Charter to include the Government of Québec, Québec government agencies, corporations fully owned by the Government, most municipalities, school bodies, and bodies in the health and social services network, among others.

The changes to the exceptions come into force one year from assent: June 1, 2023.

Basic Rule

The basic rule remains the same: contracts with the Québec civil administration must be in French, subject only to limited exceptions.

Exceptions

The exceptions include the following:

1. Contracts may be in English only when the Québec civil administration is contracting outside Québec. This exception is the same as in the current Charter.
2. Certain contracts may be in French and English including loan contracts, financial instruments, and contracts whose object is the management of financial risks, certain international and intergovernmental agreements and agreements with First Nations.

Sanctions For Non-Compliance

A non-compliant contract or instrument (e.g. English-only when it should be in French) with the Québec civil administration may be held to be absolutely null, whether or not the contravention causes any prejudice, if the following three elements are all present:

1. An agency of the Québec civil administration is a party to the contract;
2. The provisions of the contract contravene any of sections 21 to 21.2 of the Charter, i.e., the Charter rules on the language of contracts with the Québec civil administration; and
3. The contract has no foreign element.

Therefore, contracts with the Québec civil administration which have a foreign element should not be declared absolutely null for contravention of Charter language rules although fines may be imposed for non-compliance. The term "foreign element" is also used in article 3111 (choice of law governing a contract) of the Civil Code of Québec and interpretation by the courts in that context (looking to the residence or domicile of the parties, place where contract is concluded, etc.) should be useful in determining the scope of (iii).

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If a contract is compliant with the Charter but the performance of the contract leads to a failure to comply, the Government of Québec may apply to a court for the "resolution, resiliation [termination] or suspension" of the contract. The court shall grant the Government's request if the Government is able to show that this would be in the interest of maintaining the status of the French language in Québec although the court will also take into account the public interest in maintaining the contract.

7. Court Pleadings

Court pleadings in English filed by legal persons, such as corporations, must include a certified French translation prepared at the legal person's expense. The translation must be done by a licensed translator.

This change comes into force three months from assent: September 1, 2022.

UPDATE: On August 12, 2022, a Quebec Superior Court judge suspended the coming into force of two sections of Bill 96 regarding the French translation of English Court Pleadings until the case can be heard on its merits later this year. The coming into force date of these provisions had been set for September 1, 2022.

8. Registration Filings

Bill 96 also introduces amendments to certain provisions of the Civil Code of Québec ("CCQ") requiring that registrations filed in certain registers be registered exclusively in French.

Amended articles include:

1. Article 1060 of the CCQ concerning declarations of co-ownership, amendments to the act constituting the co-ownership, and descriptions of the fractions of the divided co-ownership filed at the land register will now require that these be drawn up exclusively in French. Amendments to by-laws filed in the register held by the syndicate of co-owners must also be exclusively in French.

   This change comes into force on assent: June 1, 2022.

2. Article 2984 of the CCQ concerning applications for registration will now require that such applications be drawn up exclusively in French. This article forms part of the general rules governing applications for registration in the land register and at the Register of personal and movable real rights.

   This change comes into force three months from assent: September 1, 2022.

Further, Article 3006 of the CCQ, as amended, will require documents that by law must accompany an application for registration be submitted for registration along with a translation authenticated in Quebec if such document is in a language other than French.

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Note that there are certain exceptions to the above rules for modifications or corrections to acts filed at the land registry office before June 1, 2022.

9. New Sanctions and Powers of the OQLF

Fines for contravention of certain provisions of the Charter have been increased to between $700 and $7,000 for individuals and $3,000 and $30,000 in other cases. The fines apply for each day that the offence continues. These amounts are doubled for a first offence and tripled for additional offences. In addition, fines are doubled for directors and executive officers who commit an offence under the Charter. Note that, if a legal person or its agent, mandatary or employee commits an offence under the Charter, the directors of the legal person are presumed to have committed the offence, although there is a due diligence defence for them.

Repeated Charter contraventions may lead to revocation of a business's permit or other authorization.

Bill 96 also provides the OQLF with broader enforcement powers including increased powers of inspection and investigation and new powers to issue orders.

The changes to the sanctions and powers of the OQLF come into force on assent: June 1, 2022.

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Ontario Securities Commission Denies Public Access To Its Review Of Bank Fund Selling

By Clare O'Hara, The Globe and Mail, February 9, 2023

A year after Ontario's Finance Minister called for a review of several Canadian banks that had halted sales of third-party investment funds, investors remain in the dark about whether regulators plan to do anything to address the issue.

In response to a recent freedom-of-information request from The Globe and Mail, the Ontario Securities Commission (OSC) denied access to the recommendations it sent to Finance Minister Peter Bethlenfalvy in February 2022, after completing a three-month review of the issue at the minister's request. The OSC said the recommendations were exempt from public release because they fall under the category of "advice to the government."

While the regulator granted partial access to the six-page document – which also included advice to the minister on a separate issue, that of tied selling at the banks – it redacted all information pertaining to its recommendations that had "been accepted or rejected by the Ministry of Finance."

"The OSC can only confirm that it sent recommendations, pursuant to Section 143.7 of the Securities Act, to the Minister for consideration," OSC senior officer Dayna Murray said in an e-mail to The Globe.

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"As section 13 of the [Freedom of Information and Protection of Privacy Act] provides an exemption for policy recommendations or advice, this exemption was applied to the recommendations in the Report to the Minister."

Emily Hogeveen, a spokesperson for the Ontario Ministry of Finance, declined to comment on which recommendations were accepted by the minister but said in an e-mail that Mr. Bethlenfalvy has "asked the Ministry of Finance to assess the recommendations, with the goal of improving competition and investor protection."

She provided no timeline for how long the government would take to assess the report.

The issue of banks removing third-party funds from their product shelves erupted in 2021 when Royal Bank of Canada, Toronto-Dominion Bank, and Canadian Imperial Bank of Commerce notified clients in their financial-planning businesses that advisers would no longer sell third-party funds for any investment portfolios. (The changes do not apply to any of the banks' full-service brokerage accounts or do-it-yourself investing clients.)

At the time, the banks said they made the changes in response to new regulations – known as client-focused reforms (CFRs) – that, in part, require advisers to have a deeper knowledge of the investment funds they recommend to clients. That meant financial planners could only offer their banks' proprietary products.

The introduction of CFR rules was intended to address conflict-of-interest concerns in certain situations – for instance, if an adviser's compensation is linked to selling an institution's proprietary products. But banks said the know-your-product (KYP) rule changes would require advisers to have more training for an array of third-party investment funds, so it was easier to limit sales of those products instead.

Shortly after The Globe reported the banks' actions in September 2021, Mr. Bethlenfalvy called on the OSC to undertake an analysis of the situation and report back by February 28, 2022.

According to the OSC report provided to The Globe, more than 50 per cent of all mutual fund assets are controlled by the country's Big Six banks, as of June 2021. Branch-based distribution channels – which include financial-planning divisions – account for 39 per cent of all mutual fund assets in Canada, as of June 2019.

The OSC said in its review that "product shelf restrictions and proprietary product shelves are not prohibited under securities law." However, its advice to the government on that matter was redacted.

In 2021, the minister also asked the OSC to re-examine the issue of tied selling – a prohibited practice whereby banks will sometimes require corporate borrowers to also use the bank's underwriting and advisory services.

In response to that review, Ms. Hogeveen said in an e-mail that tied selling is prohibited in Ontario and that the "investigation and enforcement of prohibited practices are within the jurisdiction of the OSC."

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While the regulator redacted its advice to the government on tied selling, it said in its report that commercial banks have largely withdrawn from backstopping underwriting commitments by independent dealers, thereby limiting the size of offerings that can be underwritten by such firms, which uniformly have smaller capital bases than bank-owned firms.

"It is risky for an independent firm to enter into firm commitment underwritings or bought deals with the risk that they may have to carry unsold positions," the OSC wrote.

Last year, the investment industry's new self-regulatory body, formed by the merger of the Investment Industry Regulatory Organization of Canada and the Mutual Fund Dealers Association, along with the Canadian Securities Administrators (CSA) and the OSC, conducted a broad review of the new CFR standards and how they were being implemented by investment firms, including banks. The review included examining conflicts associated with proprietary products and related restrictions to a firm's product shelf.

OSC spokesperson JP Vecsi told The Globe in an e-mail that the commission, along with the CSA, plans to provide an update on the findings later this year.

Read Story (Subscription Required): https://www.theglobeandmail.com/business/article-osc-blocks-bank-fund-selling/?utm_medium=email&utm_source=Streetwise&utm_content=2023-2-9_21&utm_term=Ontario%20securities%20regulator%20denies%20public%20access%20to%20its%20review%20of%20bank%20fund%20selling%20&utm_campaign=newsletter&cu_id=Ts6FwhWx6n2rSHC0x7MiReEeeFJOJkTb

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OTHER CAFII MEMBER-RELEVANT NEWS

Securian Canada Discontinues Canadian Premier Insurance Brands

By Insurance Portal Staff, February 6, 2023

After announcing that it has completed the acquisition of Sun Life Financial's sponsored markets business, more than doubling its position in the Canadian market, Canadian Premier Life Insurance Company and Canadian Premier General Insurance Company announced that the companies will collectively do business going forward as Securian Canada.

Joined by Valeyo Inc., a sister company to Canadian Premier which provides technology and services to financial institutions, the rebranded companies will operate the business under the one brand, which now also includes the association, affinity and group creditor business formerly owned by Sun Life.

According to Sun Life, Canadian Premier's parent company, Securian Financial Group, Inc., has a strong foundation in the U.S. association market.

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"The successful acquisition of Sun Life's sponsored markets business provides scale to our services and is a catalyst to optimize all Securian Canada assets under one umbrella," says Securian Canada's CEO, Nigel Branker. "We have strengthened our position and through our combined offering, will now bring one voice and one brand to market."

Read Story (Subscription Required): https://insurance-portal.ca/life/securian-discontinues-canadian-premier-insurance-brands/?utm_source=sendinblue&utm_campaign=daily_complete_202302-06&utm_medium=email

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Securian Canada, CFL Announce Multi-Year Partnership

By CFL.ca Staff, February 7, 2023

Securian Canada, CFL announce multi-year partnership - CFL.ca

The Canadian Football League (CFL) and Securian Canada, a leading insurance provider of innovative, life-ready insurance solutions in Canada, have announced a multi-year partnership. This makes Securian Canada the official life insurance partner of the CFL.

"As we continue accelerating our footprint in Canada, we are honoured to partner with one of the most beloved Canadian-led sports leagues that brings Canadians, and their families, together," said Nigel Branker, Chief Executive Officer, Securian Canada.

In addition, the CFL and Securian Canada are pleased to launch CFL's Diversity in Football program on February 10. Originally launched in 2022, the program opens the door for Canadians of all diverse cultural backgrounds to join the football operations or business administration departments of each of the league's nine member clubs during training camp. This is the first milestone in the organization's partnership with Securian Canada.

"Our partnership and the program highlights our shared commitment to fostering change that promotes diversity, equity and inclusion for all. We are thrilled to be presenting the Diversity in Football Program alongside such impactful changemakers and look forward to all that we will accomplish together," said Nigel Branker.

"We are excited to welcome Securian Canada to the CFL family," said CFL Commissioner, Randy Ambrosie. "Much like the league, Securian Canada has a long history of fostering a culture of belonging and inclusion. We look forward to working with Securian Canada to grow the Diversity in Football Program and create more meaningful initiatives in support of Canadians."

In the months ahead, Securian Canada will become a visible brand partner throughout the 2023 regular season, playoffs, and at Canada's largest single-day sporting event – the Grey Cup championship. Securian Canada and the CFL will engage and interact with fans through unique integrated content, contests, and giveaways.

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About Securian Canada

Securian Canada is here for all Canadians and their families – however they define family – because everything they do helps build secure tomorrows. Their practical, life-ready insurance and protection solutions are designed to help provide financial security, so that Canadians can spend more time making every moment count.

For over 65 years, they've been giving Canadians the confidence to face life's uncertainties. Securian Canada brings together strong local roots and expertise, a North American footprint, and a global perspective – all while innovating at the speed the markets they serve expect.

Together with their U.S. parent company – Securian Financial – Securian Canada is a leading insurance provider in the Canadian Financial Institution and Association & Affinity markets. They offer insurance solutions built with genuine care – providing specialized experiences to those they serve.

U.S. House Votes To End Foreign Air Traveller COVID-19 Vaccine Requirement

By Reuters Staff, February 8, 2023

https://www.theglobeandmail.com/world/article-us-house-votes-to-end-foreign-air-traveller-COVID-19-vaccine-requirement/

The U.S. House of Representatives on Wednesday, February 8 voted to end a requirement that most foreign air travellers be vaccinated against COVID-19, one of the few remaining pandemic travel restrictions still in place.

The vote was 227 to 201 with seven Democrats joining Republicans. No Republicans voted against the bill.

The Biden administration in June dropped its requirement that people arriving in the United States by air must test negative for COVID-19 but has not lifted Centers for Disease Control and Prevention (CDC) vaccination requirements for most foreign travellers.

The White House said on Tuesday, February 7 that it was opposed to the bill saying the vaccine requirement "has allowed loved ones across the globe to reunite while reducing the spread of COVID-19 and the burdens it places on the health care system in the United States." It is not clear if the Senate will take up the bill.

The White House plans to end the COVID-19 public health emergency on May 11. "As we approach the end of the public health emergency, the administration will review all relevant policies, including this one," the White House said.

The CDC says vaccines continue to be the most important public health tool for fighting COVID-19 and recommends all travellers be vaccinated.

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The U.S. Travel Association said "the need for this requirement has long since passed, and we appreciate the bipartisan action by the U.S. House to end this outdated policy … The U.S. is the only country that has maintained this policy."

Currently, adult visitors to the United States who are not citizens or permanent residents must show proof of vaccination before boarding their flight, with some limited exceptions.

Republican Representative Thomas Massie introduced the measure to rescind the vaccine requirement.

Travel Insurer battleface Enters The Canadian Market

By Lyle Adriano, Insurance Business Canada, February 7, 2023

https://www.insurancebusinessmag.com/ca/news/breaking-news/travel-insurer-battleface-enters-the-canadian-market-435398.aspx?utm_source=GA&e=YnJlbmRhbi53eWNrc0BjYWZpaS5jb20&utm_medium=20230207&utm_campaign=IBCW-MorningBriefing-20230207&utm_content=9B8F63D4-69B1-4D0C-AE64-59C8BBAFABC8&tu=9B8F63D4-69B1-4D0C-AE64-59C8BBAFABC8

Travel insurance provider battleface has announced that it is launching in the Canadian market with an all-new travel insurance product.

battleface's standard cover includes protection against medical and emergency expenses up to $5,000,000; trip cancellation up to $20,000 per person; and personal liability up to $500,000. The insurer also plans to create bespoke programs for B2B2C and B2C travel distribution partners, and design group travel policies for the corporate, education, and non-profit industry sectors.

According to a release, battleface's Canada launch was made possible through a partnership with Hunter McCorquodale – a subsidiary of Arthur J. Gallagher Canada and an underwriter of special risk insurance products in Canada. The partnership will allow battleface to utilize Hunter McCorquodale's network of brokers in Canada when designing products for B2B2C and B2B markets.

"We are excited to be partnering with Hunter McCorquodale, our exclusive insurance distribution partner for Canada, who have access to insurance brokers, groups, and associations across non-profit, corporate, and education industries," said battleface CEO Sasha Gainullin. "Our combined global expertise and collaborative approach will provide us with the ideal environment to develop products and services relevant for today's Canadian traveller."

"We are pleased to partner with battleface to bring this leading-edge, tech-driven product to the Canadian traveller," added Hunter McCorquodale president Sophie Strezos-Egnatis. "The battleface offering is in keeping with our own mandate of bringing relevant products to the Canadian insurance landscape. We look forward to continuing our journey of innovation together with such a leading-edge travel insurance disruptor."

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battleface medical and travel insurance policies in Canada are underwritten by Northbridge General Insurance Corporation.

battleface's launch in Canada comes at a time when people's perspectives and opinions on travel insurance have changed over the past few years due to the pandemic. According to Travelex Insurance Services president and CEO Shannon Lofdahl in an interview with Insurance Business last December, travel insurers had to pivot into becoming service entities during the pandemic – they had to stop selling insurance and help customers with their travel concerns.

Travel Insurance: News & Views

By Gary White, The Baden Outlook, January 2023 Issue

http://badenoutlook.com/PDFs/currentissue.pdf

According to one Canadian insurance provider, when it comes to Trip Cancellation & Trip Interruption Insurance here are 4 of the most common questions that are being asked today by travelers.

"What if I need to cancel or interrupt my trip due to a sickness or injury?"

First and foremost, you need to see a doctor before you decide to cancel or interrupt your trip. You will need dated, written documentation recommending that your trip be cancelled or interrupted due to **medical reasons.**

"Does a doctor need to be consulted before I cancel or interrupt my trip because of a COVID-19 diagnosis?"

Insurance companies normally require a doctor to confirm the medical necessity for cancelling or interrupting a trip; however, in the case of a COVID-19 diagnosis, they will accept proof of a positive COVID-19 test in lieu of a medical certificate or letter from a doctor as follows:

- For trip cancellation – written confirmation from a doctor is not required when someone tests positive within 14 days before the scheduled departure date.
- For trip interruption – written confirmation from a doctor is not required for expenses incurred within 14 days from the date a positive COVID-19 test result is received.

The positive COVID-19 test result must include a name and date, as well as the laboratory or medical clinic name. A COVID-19 rapid test can't be used to substantiate a claim because it doesn't specify the date the result was received or who took it. Keep in mind that if you can't book an official antigen or PCR test to support the claim, you may need to pay for a private test or get written confirmation from a doctor advising that you can't travel.

To support a trip cancellation or interruption claim for COVID-19 that was diagnosed outside these 14-day periods, written confirmation from a doctor is needed to confirm that you are still medically unfit to travel on the scheduled date.

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"What if I want to cancel due to a wave of COVID-19 in the country I'm travelling to?"

While Trip Cancellation & Trip Interruption Insurance doesn't provide coverage if you have to cancel due to COVID-19 travel advisories, border closures, or because you don't want to travel due to high case levels, Cancel For Any Reason (CFAR) coverage may be a good consideration for this situation.

CFAR can be added to Trip Cancellation & Trip Interruption Insurance in the 5 days of making an initial payment, whether it's a full payment, partial payment or deposit, or any time before any cancellation penalties apply. You can cancel for any reason, other than a covered risk listed in the policy, and receive a 50% reimbursement on your non-refundable travel costs. You must cancel your trip more than 5 days before your departure date.

"Will I be reimbursed if I paid for my trip with points?"

Trip Cancellation & Trip Interruption Insurance can be purchased to cover the administration costs associated with reinstating points. Trip Cancellation & Trip Interruption Insurance will not insure or reimburse the cash value of any travel costs that have been booked and paid for with points, airmiles, or any other type of travel rewards programs. It's important that you check with your flight accommodation or tour provider to see what reimbursement options are available to you.

UPCOMING CAFII MEMBER-RELEVANT WEBINARS AND EVENTS

The Fasken Spark Series Web Seminar: How to Be an Antiracist

Dates: Monday, February 13, 2023
Time: 11:50 a.m. – 1:05 p.m. EST
08:05 a.m. – 10:05 a.m. PST

This Fasken Series brings notable guests to share their experiences and explore ideas around equity, diversity and inclusion in the legal industry and beyond.

As part of our efforts to honour Black History Month and move towards a more equitable future, we invite you to join us for a conversation with New York Times best-selling author and activist Dr. Ibram X. Kendi.

Dr. Kendi has written several best-selling books on equity, race and justice. In 2020, he was named as one of the 100 Most Influential People in the world by Time Magazine. He is a Professor at Boston University, as well as the Founding Director for the University's Center for Antiracist Research.

How to Be an Antiracist, Kendi's award-winning memoir first published in 2019, with an updated edition coming in early 2023, has been called "the most courageous book to date on the problem of race in the Western mind" by the New York Times.

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In a conversation hosted by Sandeep Tatla, Chief Equity, Diversity, and Inclusion Officer at Fasken, Dr. Kendi will share:

- What it means to be antiracist
- How to go beyond an awareness of racism to the next step of uprooting racism
- The growth in his thinking since 2019, including his work at the Center for Antiracist Research, and
- How members of the legal profession can help address systemic racism

Please note that the session will be held in English. Live French translation will be available.

To learn more about **Dr. Kendi** click here.

Register Here

Canadian Club Toronto Webinar Panel of Chief Executives on 'Securing Canada's Immigration Advantage'

Dates: Tuesday, February 14, 2023
Time: 11:45 a.m. – 1:30 p.m. EST

Canada's ability to attract talent from every corner of the globe is one of our country's greatest competitive advantages.

But are we doing enough to ensure newcomers can contribute to their full potential?

Join Canadian Club Toronto on February 14th for a timely discussion with three leading chief executives on how their businesses support newcomers and what the private sector, communities and governments can do together to secure Canada's immigration advantage, featuring:

- Victor Dodig (CIBC),
- Penny Wise (3M Canada),
- Martin Basiri (ApplyBoard),
- Goldy Hyder (Business Council of Canada), with
- Patrick Brethour (The Globe and Mail)

For further information and to obtain a virtual ticket ($0)/register, click here.

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Black History Month: Exploring Black Experiences & The Impact of Allyship

Dates: Wednesday, February 15, 2023
Time: 3:00 p.m. – 4:15 p.m. EST

Join MCcCarthy Tetrault for a presentation that will explore Black Experiences in Canada & The Impact of Allyship. Renowned certified coach and motivational speaker Raia 'Coach' Carey will discuss Black history in Canada and the status and experiences of Black people in the Canadian workforce.

Coach Carey will also share strategies that individuals and organizations can use to identify, manage, and minimize microaggressions and bias in the workplace and ways that active allies can make an impact. This session will include opening remarks from CEO, Dave Leonard, and Chief Inclusion Officer, Charlene Theodore.

Register Here

Canadian Club Toronto Webinar On "Ideas and Efforts Around Equity At Laurentian Bank And Beyond"

Dates: Tuesday, March 7, 2023
Time: 11:45 a.m. – 1:30 p.m. EST

Join Canadian Club Toronto on March 7, on the eve of International Women's Day, when we will hear from Laurentian Bank's President and Chief Executive Officer, Rania Llewellyn, the first woman to lead a chartered Canadian Bank. Rania will be joined in conversation by Tanya van Biesen (Managing Partner, Board & CEO Succession Practice Canada, Korn Ferry) to discuss her ideas and efforts around equity at Laurentian and beyond, with a focus on the power of mentorship, sponsorship, and allyship.

For further information and to obtain a virtual ticket ($0)/register, click here.

Lavery French Webinar On 'Annual Review of Insurance Law: Key Judgments Rendered In Quebec In 2022'

Dates: Thursday, March 9, 2023
Time: 8:00 a.m. – 9:30 a.m. EST

This hybrid conference will summarize and discuss the key judgments rendered in Québec in 2022.

The two Lavery presenters will be:

- **Jonathan Lacoste-Jobin:** a member of the Litigation group and practices primarily in the areas of insurance law, professional liability, and commercial litigation; and

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- **Bernard Larocque:** a partner whose practice focuses primarily on civil litigation, including defamation law, insurance law, class actions, professional liability, and administrative disputes. He frequently appears before the courts, including the Supreme Court of Cana da and the Quebec Court of Appeal.

The talks will be given in French.

Register Here

This invitation may be transferred. Feel free to send it to colleagues within your organization.