

QUEBEC AMENDATORY ENDORSEMENT

This Endorsement Changes The Bond. Please Read it Carefully.

Certain words and phrases that appear in bold have special meaning as defined in the Intact form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

In consideration of the payment of the premium, it is hereby understood and agreed that with respect to the notices required of the “Insured” under sub-paragraph (a) of **Section 5. NOTICE/PROOF – LEGAL PROCEEDINGS AGAINST UNDERWRITER** and the first paragraph of the **GENERAL AGREEMENT (E) NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED – ELECTION TO DEFEND** of this “Bond”, the delay or failure to give such notices is a cause of forfeiture of the rights of the “Insured” under the “Bond” if the breach of these obligations has caused prejudice to the “Underwriter”.

Notwithstanding any contrary provision contained under this “Bond”, and when the insurance laws of the province of Québec apply, it is hereby understood and agreed that the third paragraph of **GENERAL AGREEMENT (E) NOTICE OF LEGAL PROCEEDINGS AGAINST INSURED – ELECTION TO DEFEND** is deleted and replaced by the following:

If the “Underwriter” elects to defend the “Insured”, in whole or in part, any judgment against the “Insured” on those counts or causes of action which the “Underwriter” defended on behalf of the Insured or any settlement in which the “Underwriter” participates and all attorneys' fees, costs, interest on the proceeds of the insurance and expenses incurred by the “Underwriter” in the defence of the litigation shall be a loss covered by this “Bond”, provided, however, that such amount shall be paid in addition to the Limit of Liability.

All other terms and conditions of this Policy remain unchanged.