

**CIPF NOTICE OF AMENDMENTS TO CLAIMS PROCEDURES
FEBRUARY 11, 2021**

Background

As set out in CIPF's Approval Orders issued by members of the Canadian Securities Administrators (CSA), CIPF must establish fair and reasonable procedures for assessing claims made to CIPF. CIPF must also establish a fair and reasonable internal claim review process whereby customer claims that are not accepted for payment by CIPF shall be reconsidered by the Board of Directors (CIPF Board), or an Appeal Committee, if requested by the customer.

In accordance with the above, CIPF established Claims Procedures setting out the general process for the administration of claims by CIPF in the event of a member firm insolvency.

CIPF is publishing notice of amendments to the Claims Procedures, which have been approved by the CIPF Coverage Committee and Board.

Purpose of Amendments

The amendments arise from a CIPF initiative to add flexibility to CIPF's model of appeals. Specifically, the amendments modify the past approach of CIPF Directors conducting appeal hearings by adding the option for non-CIPF Directors to conduct appeals, if the CIPF Board considers it appropriate to do so under the circumstances of a particular member firm insolvency. This change to the composition of Appeal Committees was approved by the CSA as part of the revised CIPF Approval Orders, which came into effect on January 1, 2021. As such, the amendments are necessary to conform and comply with the revised CIPF Approval Orders. The amendments also include other housekeeping changes, such as editorial and clarification changes.

Clean and blackline versions of the amended Claims Procedures are at Attachment A and Attachment B, respectively.

Effective Date

The amendments are effective as of **February 11, 2021**.

The amendments have been approved by the CIPF Coverage Committee and Board, in accordance with CIPF's internal governance practices. CIPF considered the need for consequential amendments and therefore, is concurrently publishing amendments to the CIPF Appeal Committee Guidelines in a separate notice.¹

¹ See CIPF Notice of Amendments to the Appeal Committee Guidelines, February 11, 2021.



The amendments have also been filed with the CSA in accordance with the new Memorandum of Understanding (new MOU) regarding the Oversight of CIPF, which came into effect on January 1, 2021. The CSA has provided their non-objection to the classification of the amendments as housekeeping amendments under the new MOU.

Further Information

Please contact:

Ilana Singer (CIPF)
Vice-President & Corporate Secretary
Tel: 416-643-7120
E-mail: isinger@cipf.ca

Attachments

Attachment A – Claims Procedures, amended February 11, 2021
Attachment B – Blackline of Claims Procedures, amended February 11, 2021



Claims Procedures

February 11, 2021

1. *Introduction*

1.1. The Claims Procedures should be read in conjunction with CIPF's "Coverage Policy". The Coverage Policy states that CIPF reserves the right to authorize or withhold payments in a manner other than as prescribed in the Coverage Policy, and CIPF's interpretation of the policy as to the eligibility of a customer shall be final.

1.2. CIPF has undertaken to develop fair and reasonable policies for assessing claims and to pay eligible claims pursuant to these policies. It has also undertaken to establish a fair and reasonable internal claim review process whereby customer claims that are not accepted for coverage by CIPF shall be reconsidered by the Board of Directors, or the Appeal Committee (as described in section 3.2.1.5.2 of these Claims Procedures), if requested by the customer. This document describes the general process for the administration of claims.

2. *CIPF Establishes Date of Insolvency*

2.1. The date at which the financial loss of a customer is determined by CIPF is the date on which the CIPF Member became insolvent.

2.2. For purposes of CIPF coverage, a CIPF Member is generally insolvent on the date a trustee is appointed, or if a trustee¹ is not appointed, the date customers cease to have unrestricted access to their accounts, for example, because the CIPF Member has been suspended by IIROC.

3. *Claims Administration*

3.1. *Where Trustee Appointed*

3.1.1. Where CIPF has information that there are eligible customers of an insolvent CIPF Member that may require CIPF coverage, CIPF will usually ask the Court to appoint a trustee, and will participate in the trustee's claims process so that all customers are advised how to submit claims to the estate of the insolvent CIPF Member.

3.1.2. Claims to the trustee are considered claims to CIPF to the extent consistent with CIPF's Coverage Policy.

3.1.3. CIPF will work with the trustee to ensure that proved claims of eligible CIPF customers that have demonstrated that they will suffer undue hardship if their claim is not dealt with immediately are dealt with on a priority basis.

3.1.4. When the trustee determines the estate does not have sufficient resources to satisfy customer claims, CIPF may settle the losses of eligible CIPF customers by providing the trustee with additional resources, up to the limit of CIPF's coverage, and subject to availability of sufficient CIPF resources. The time of payment may be affected by a number of factors

¹ For the purposes of these Claims Procedures and CIPF coverage of customers of an insolvent CIPF Member, a trustee in bankruptcy, receiver, liquidator or similar insolvency official is generally referred to as a trustee, unless the context provides otherwise.

including the amount of assets immediately available to CIPF to make the payment.

3.1.5. Where any amount of a customer's claim has been disallowed by the trustee, an eligible CIPF customer can make a request within 45 days of the date of the disallowance to the Appeal Committee (see appeal procedures) to review the disallowance. Customers should also be aware of the availability of any court review under applicable legislation or court procedures, which must be filed within prescribed time limits including, in some cases, within 30 days of the notice of disallowance.

3.2. Trustee Not Appointed

3.2.1. Where a trustee has not been appointed, claims can be made directly to CIPF.

3.2.1.1. Identification of Claims Against the Estate

- CIPF will take appropriate steps so that all customers that have a cash balance and/or security position on or around the date of insolvency are advised on how to submit a claim to CIPF. This may be by a notice on the final customer account statement, a letter from CIPF, notices in the media, or any other means deemed appropriate by CIPF given the circumstances of the insolvency. CIPF may also rely on the CIPF Member's primary regulator to notify customers on CIPF's behalf.
- Customers requesting compensation from CIPF must submit a proof of claim to CIPF along with all documents and information to support the claim within 180 days of the date of insolvency.

3.2.1.2. Claim Information

- The information required to make a claim, including a proof of claim form, will be available from the CIPF website, or upon request. Customers should refer to the Coverage Policy to determine if their claim is eligible for payment by CIPF before submitting a claim.
- CIPF will endeavor to post other relevant information to its website on the CIPF Member's insolvency and the claims process, as it becomes available.

3.2.1.3. Priority of Claim Handling

- CIPF will give priority to the proved claims of customers that have demonstrated that they will suffer undue hardship if their claim is not dealt with immediately.
- All other claims will be dealt with in the order in which the information needed to assess the claim is made available.

3.2.1.4. Claims Handling

- CIPF will acknowledge all claims in writing, as received.
- The burden is on a customer of an insolvent CIPF Member to establish eligibility and the amount of a claim, but CIPF will use its reasonable efforts to collect the available information required to assess the eligibility of the claim for CIPF coverage.
- CIPF may require the customer to provide additional information that was not requested in the proof of claim form, or was requested but not supplied. The

customer will usually be given 30 days to comply with any such requests. If the customer does not comply within the required time, CIPF may assess the claim based on the information in its possession.

- Prior to deciding on a claim, CIPF may require the customer to confirm the accuracy and completeness of the information it will use to assess the eligibility of the claim. In this situation, CIPF will prepare a summary of the claim and provide it to the customer for confirmation that the information is accurate and complete, and if not, to amend it accordingly.

3.2.1.5. Claims Decisions

3.2.1.5.1 Claims Eligible for Payment

- CIPF will advise the customer in writing of its decision on the claim eligibility for payment including the reasons.
- Where a claim is determined to be eligible for payment, CIPF requires a signed agreement by which the claimant subrogates the claim to CIPF before payment is made by CIPF to the claimant.
- A customer can request changes to the subrogation agreement, but any such requests must be approved by CIPF and the customer will be obligated to reimburse CIPF for any additional expenses.
- The time of payment of the claim may be affected by a number of factors including the amount of assets immediately available to CIPF to make the payment. However, CIPF will endeavor to pay claims that are determined to be eligible for coverage within 30 days after the assignment is received from the customer.

3.2.1.5.2 Claims Not Eligible for Payment

- CIPF will advise the customer in writing of its decision on the claim eligibility for payment including the reasons.
- If CIPF determines that the claim is not eligible for coverage, it will advise the customer that CIPF's decision is eligible for reconsideration by the Appeal Committee. The Appeal Committee will be established by the Board of Directors, and will be comprised of one or more adjudicators that may or may not be CIPF Directors.
- Appeal requests must be made in writing within 45 days of the date the decision letter is sent and must specify the format of appeal hearing requested, namely, an appeal conducted by written submissions, an appeal conducted by teleconference hearing or an appeal conducted by an in-person hearing.

3.3. Discretion of CIPF. Notwithstanding the provisions of these Claims Procedures and their application, whether or not a trustee has been appointed, CIPF reserves the right in its sole discretion to administer claims in any other manner consistent with its Coverage Policy from time to time.

4. *Appeal Procedures*

4.1. Appeal Handling

4.1.1. CIPF will acknowledge all appeals, and the format of appeal elected, in writing as received.

4.1.2 CIPF will endeavour to conduct all appeals within six months of receiving the customer's appeal request and submissions, or as soon as reasonably possible thereafter given the number of appeal requests received at any particular time. The customer will be notified, in writing, of the date and, where relevant, the time and place the appeal is to be conducted. The Appeal Committee may impose specific time limits for a hearing and submissions, if any, as appropriate in the circumstances. If a customer has not specified an appeal format within 30 days of the date of their appeal request, the customer will be deemed to have elected an appeal by written submissions.

4.1.3 Regardless of the appeal format elected by the customer, the Appeal Committee may, in its discretion:

- request the customer and CIPF staff to appear before the Appeal Committee either in person or by teleconference; or
- direct that any part of an appeal will be in writing.

4.1.4 The customer and CIPF staff may have legal counsel or other advisors present at any in-person or teleconference hearing, but the presence of legal counsel or other advisors is optional.

4.1.5 Written submissions on appeal will include all information used by CIPF to make its eligibility determination, any other information the customer requests be considered by the Appeal Committee and a summary of any other evidence including oral evidence to be provided by either CIPF staff or the customer. CIPF staff will provide the customer with the information it has in its possession regarding the claim.

4.1.6 If the customer, or its legal counsel or other advisors, is asked to appear before the Appeal Committee, he or she may take notes or transcripts of the meeting at their own expense.

4.1.7 Any costs incurred by the customer relating to an appeal will be for the account of the customer, not CIPF.

4.2 Appeal Deliberations

4.2.1 The Appeal Committee will conduct its deliberations and make its determination in the absence of CIPF staff, the customer, and the customer's legal counsel or other advisors.

4.2.2 If the Appeal Committee is comprised of two or more members, the decision of the Appeal Committee will be decided by simple majority but, in the case of an evenly split decision amongst members, the decision of the Chair of the Appeal Committee, as appointed by the Board of Directors, shall prevail.

4.2.3 Once a decision has been made, the customer and CIPF staff will be advised in writing of the Appeal Committee's decision and provided with its written reasons.

4.2.4 If the claim is eligible for coverage, prior to payment, the customer must provide CIPF with a signed agreement by which the claimant subrogates the claim to CIPF before payment is made by CIPF to the claimant.

4.2.5 A customer can request changes to the subrogation agreement, but any such requests

must be approved by CIPF and the customer will be obligated to reimburse CIPF for any additional expenses.

4.3 Payment Timing

4.3.1 The time of payment may be affected by a number of factors including the amount of assets immediately available to CIPF to make the payment. However, CIPF will endeavor to pay claims that are determined to be eligible for coverage after an appeal within 30 days after the assignment is received from the customer.



Claims Procedures

~~February 11, 2021~~ ~~April 1, 2017~~

1. Introduction

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1.2. ~~By way of background, in the Memorandum of Understanding between CIPF and the Canadian Securities Administrators,~~ CIPF has undertaken to develop fair and reasonable policies for assessing claims and to pay eligible claims pursuant to these policies. It has also undertaken to establish a fair and reasonable internal claim review process whereby customer claims that are not accepted for coverage by CIPF shall be reconsidered by the Board of Directors, or the ~~CIPF~~-Appeal Committee (as described in section 3.2.1.5.2 of these Claims Procedures), if requested by the customer. This document ~~explains how CIPF will~~ describes the general process for the administration of claims. ~~in general, administer claims.~~

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