

## Claims Procedures

April 1, 2014

### **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. 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 a review panel of one or more Directors, if requested by the customer. This document explains how CIPF will, in general, administer 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 trustee<sup>1</sup> 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 to ensure 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.

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<sup>1</sup> 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.

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 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 CIPF 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 to ensure 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 that believe they are eligible for CIPF coverage 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. A sample subrogation agreement is posted to the CIPF website.
- 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 appeal to an Appeal Committee, which will be established by the CIPF Board of Directors to hear the customer's appeal. The Appeal Committee will be comprised of one or more CIPF Directors.

- Appeal requests must be made in writing within 45 days of the date the decision letter is sent.

**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 in writing as received.

4.1.2 CIPF will endeavour to hold all appeals within six months of the request. The customer will be notified, in writing, of the date, time and place the appeal is to be heard. The Appeal Committee may impose specific time limits for a hearing and submissions, if any, as appropriate in the circumstances.

4.1.3 The Appeal Committee may determine that all or any part of an appeal will be in writing.

4.1.4 The Appeal Committee may request the customer and CIPF staff to appear before the Appeal Committee either in person or by teleconference. The customer and CIPF staff may have legal counsel present, but legal counsel is not required.

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. A sample subrogation agreement is posted to the CIPF website.

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.