

QUEBEC PROPOSES EXEMPTIONS TO THE PRINCIPLES OF DEFENCE COSTS OUTSIDE OF LIMITS AND THE DUTY TO DEFEND

by Prachi Shah, senior counsel, and William Plante-Bischoff, associate, Clyde & Co.

The Quebec government has published a draft regulation that spells out the “categories of insurance contracts” and “classes of insureds” it proposes to exempt from the Civil Code of Quebec (CCQ) requirements that defence costs in liability insurance policies not erode policy limits, that the limits be eroded only by the payment of “injured third persons,” and even that liability insurers defend their insureds.

We previously discussed the legislative amendments to Articles 2500 and 2503 of the CCQ, which set out the above requirements. As a refresher, here are the articles, with the amendments underlined:

2500. *The proceeds of the insurance are applied exclusively to the payment of injured third persons.*

2503. *The insurer is bound to take up the interest of any person entitled to the benefit of the insurance and assume*

his defence in any action brought against him.

Legal costs and expenses resulting from actions against the insured, including those of the defence, and interest on the proceeds of the insurance are borne by the insurer over and above the proceeds of the insurance.

However, the Government may, by regulation, determine categories of insurance contracts that may depart from those rules and from the rule set out in article 2500, as well as classes of insureds that may be covered by such contracts. The Government may also prescribe any standard applicable to those contracts.

The legislative amendments, which were adopted in May 2021, allow the government to enact regulation exempting certain categories of contracts and classes of insureds from Articles 2500 and 2503 of the CCQ.

The draft regulation

contemplated by the legislation was published on September 8, 2021. We summarize the highlights from the draft regulation below.

THE EXEMPTED CLASSES OF INSURED

First, the following three classes of insureds are exempt from the mandatory application of Articles 2500 and 2503 of the CCQ:

- Drug manufacturers under the *Act respecting prescription drug insurance*;
- Three investment funds created by statute, namely (1) Capital régional et coopératif Desjardins, (2) Fondation, le Fonds de développement de la Confédération des syndicats nationaux pour la coopération et l’emploi, and, (3) Fonds de solidarité des travailleurs du Québec (F.T.Q.). The exemptions apply to their subsidiaries too;
- The directors, officers and trustees of the above entities, but not for activities



undertaken as members of a pension committee.

Second, the following five classes of insureds are also exempt, but only if their total liability insurance coverage is \$5 million or more:

- Large businesses under the *Act respecting the Québec sales tax* (which generally includes businesses whose taxable sales in Canada exceed \$10 million in a given fiscal year) and persons related to such businesses under the provincial *Taxation Act*;
- Reporting issuers under the *Securities Act* (defined as issuers that have made

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a distribution of securities to the public) and their subsidiaries;

- Foreign business corporations under the provincial *Taxation Act* or the federal *Income Tax Act*;
- Any insured that operates a business outside Canada and derives income from it, but only with respect to those foreign operations; and
- The directors, officers and trustees of the above entities, but not with respect to activities undertaken as members of a pension committee.

Lastly, the following classes of insureds are exempt as it pertains to the obligation to reserve the proceeds of the insurance for the payment of injured third persons and pay legal costs and expenses over and above the insurance proceeds. Even so, the insurer still has a duty to defend actions against those insureds under Article 2503 of the CCQ:

- Certain intermediate resources (i.e. residential environments adapted

to the needs of people with decreased independence or who need help or support in their daily activities) that are part of the government's Support Program for the Autonomy of Seniors (or a similar type of resource – the regulation is not clear in this respect);

- Private seniors' residences as defined by article 346.0.1. of the *Act respecting health services and social services*;
- Private health and social services institutions operating a residential and long-term care or rehabilitation centre; and
- The directors, officers and trustees of the above entities, but not with respect to activities undertaken as members of a pension committee.

THE EXEMPTED CATEGORY OF CONTRACTS

The draft regulation provides that, even if the insured does not fit within the above classes, a contract of insurance may derogate

from Articles 2500 and 2503 of the CCQ if the legal costs and expenses resulting from actions against the insured and interest on the insurance proceeds are already covered by another primary civil liability insurance contract.

MANDATORY PROVISIONS IN EXEMPTED CONTRACTS

If the exempted contract provides that the insurer is not required to assume the defence of the insured, it must state that:

- The insured may select counsel upon consulting with the insurer;
- The insured must keep the insurer apprised of developments in the legal proceedings against it; and
- The insured must allow the insurer to participate in the defence.

MAXIMUM EROSION BY DEFENCE COSTS

Also, payments for purposes other than the indemnification of injured third persons under exempted contracts (including defence

costs) cannot exceed 50% of the proceeds of the insurance except in the following two scenarios:

- The insured is not found liable; or
- Payments to injured third persons do not reach 50% of the proceeds.

That said, where a minimum amount of civil liability insurance coverage is required by law, that amount must be applied entirely to the payment of injured third persons before any other payment (the English version of the draft regulation refers to the insurance proceeds rather than the minimum amount; this discrepancy remains to be clarified).

EFFECTIVE DATE

The draft regulation was published on September 8, 2021. It stipulates that the government may enact the regulation within 45 days of this date. Interested parties may comment on it in the meantime. The regulation will come into effect 15 days after publication of the final version in the *Gazette Officielle du Québec*. ■

Québec Propose des Exemptions aux Principes de Frais de Défense Hors des Limites et L'obligation de Défendre / par Prachi Shah et William Plante-Bischoff

Le gouvernement du Québec a publié un projet de règlement qui énonce les « catégories de contrats d'assurance » et les « catégories d'assurés » qu'il propose d'exempter des modalités du *Code Civil du Québec (C.c.Q.)* prévoyant que

les limites des polices d'assurance de responsabilité ne sont pas érodées par les frais de défense, que lesdites limites sont affectées exclusivement au paiement des tiers lésés et que les assureurs de responsabilité civile doivent défendre leurs assurés.

Nous avons présenté les amendements législatifs aux articles 2500 et 2503 du C.c.Q., qui contiennent les modalités mentionnées ci-haut, dans une autre publication. Voici en rappel les articles, avec les amendements soulignés:

2500. *Le montant de l'assurance est affecté exclusivement au paiement des tiers lésés.*

2503. *L'assureur est tenu de prendre fait et cause pour toute personne qui a droit au bénéfice de l'assurance et d'assumer*

sa défense dans toute action dirigée contre elle.

Les frais et frais de justice qui résultent des actions contre l'assuré, y compris ceux de la défense, ainsi que les intérêts sur le montant de l'assurance, sont à la charge de l'assureur, en plus du montant d'assurance.

Le gouvernement peut toutefois, par règlement, déterminer des catégories de contrats d'assurance qui peuvent déroger à ces règles et à celle prévue à l'article 2500, de même que des catégories d'assurés qui peuvent être visés par de tels contrats. Il peut également prévoir toute norme applicable à ces contrats.

Les amendements législatifs, qui ont été adoptés en mai 2021, permettent au gouvernement d'exempter par règlement certaines catégories de contrats et d'assurés des articles 2500 et 2503 du C.c.Q.

Le projet de règlement envisagé dans la loi a été publié le 8 septembre 2021. Nous résumons les grandes lignes du projet de règlement ci-bas.

LES CATÉGORIES D'ASSURÉS EXEMPTÉES

Premièrement, les trois catégories d'assurés suivantes sont exemptées de l'application obligatoire des articles 2500 et 2503 du C.c.Q.:

- Les fabricant de médicaments en vertu de la *Loi sur l'assurance médicaments*;
- Trois fonds d'investissement créés par la loi, à savoir (1) Capital régional et coopératif Desjardins, (2) Fondation, le Fonds de développement de la Confédération des syndicats nationaux pour la coopération et l'emploi, et (3) Fonds de solidarité des travailleurs du Québec (F.T.Q.). Les exemptions s'appliquent également à leurs filiales;

- Les administrateurs, dirigeants et fiduciaires de ces entités, mais pas en ce qui concerne les activités menées à titre de membre d'un comité de retraite. Deuxièmement, les cinq catégories d'assurés suivantes sont également exemptées, mais seulement si leur couverture d'assurance de responsabilité totale est de 5 000 000 \$ ou plus:

- Les grandes entreprises aux fins de la *Loi sur la taxe de vente du Québec* (qui incluent généralement les entreprises dont les ventes taxables au Canada dépassent 10 000 000 \$ au cours d'un exercice financier donné) ainsi que les personnes liées à ces entreprises au sens de la *Loi sur les impôts*;
- Les émetteurs assujettis au sens de la *Loi sur les valeurs mobilières* (définis comme les émetteurs ayant fait appel public à l'épargne) ainsi que leurs filiales;
- Les sociétés étrangères au sens de la *Loi sur les impôts* provinciale et la *Loi de l'impôt sur le revenu fédérale*;
- Tout assuré qui exploite une entreprise à l'extérieur du Canada et en tire un revenu, mais seulement en ce qui concerne les activités à l'étranger;
- Les administrateurs, dirigeants et fiduciaires de ces entités, mais pas en ce qui concerne les activités menées à titre de membre d'un comité de retraite.

Enfin, les catégories d'assurés suivantes sont exemptées en ce qui concerne l'obligation d'affecter exclusivement le montant d'assurance au paiement des tiers lésés et de payer les frais et les frais de justice en plus du montant d'assurance. Malgré tout, l'assureur a toujours une obligation de défendre ces assurés contre toute action dirigée vers eux en vertu de l'article 2503 du C.c.Q.

- Certaines ressources intermédiaires (c'est-à-dire, des milieux de vie

adaptés aux besoins de personnes qui sont en perte d'autonomie ou qui ont besoin d'aide ou de soutien dans leurs activités quotidiennes) qui sont des ressources « de type soutien à l'autonomie des personnes âgées » (ou faisant partie du programme gouvernemental de Soutien à l'autonomie des personnes âgées d'après la version anglaise; le règlement n'est pas clair à cet effet);

- Les résidences privées pour aînés telles que définies par l'article 346.0.1 de la *Loi sur les services de santé et les services sociaux*;
- Les établissements privés de santé et de services sociaux exploitant un centre d'hébergement et de soins de longue durée ou un centre de réadaptation;
- Les administrateurs, dirigeants et fiduciaires de ces entités, mais pas en ce qui concerne les activités menées à titre de membre d'un comité de retraite.

LA CATÉGORIE DE CONTRATS EXEMPTÉE

Le projet de règlement prévoit que, même si l'assuré ne figure pas parmi les catégories mentionnées ci-haut, le contrat d'assurance peut déroger aux articles 2500 et 2503 du C.c.Q. si les frais de défense qui résultent des actions contre l'assuré ainsi que les intérêts sur le montant d'assurance sont déjà couverts par un autre contrat d'assurance de responsabilité civile de première ligne.

LES MODALITÉS OBLIGATOIRES DES CONTRATS EXEMPTÉS

Lorsque qu'un contrat exempté prévoit que l'assureur n'est pas responsable d'assumer la défense de l'assuré, il doit énoncer que:

- L'assuré peut choisir son avocat après avoir consulté l'assureur;
- L'assuré doit tenir l'assureur informé



du déroulement des procédures entreprises contre lui;

- L'assuré doit permettre à l'assureur de participer à la défense.

ÉROSION MAXIMALE PAR LES FRAIS DE DÉFENSE

De plus, les paiements affectés à d'autres fins que l'indemnisation des tiers lésés en vertu d'un contrat exempté (incluant les frais de défense) ne peuvent excéder 50% du montant d'assurance, sauf dans les deux situations suivantes:

- L'assuré est déclaré non responsable;
- Les paiements aux tiers lésés n'atteignent pas 50% du montant d'assurance.

Cependant, lorsque la loi impose un montant minimal à titre de couverture d'assurance responsabilité civile, ce montant doit être affecté entièrement au paiement des tiers lésés avant tout autre paiement (la version anglaise du projet de règlement réfère au montant d'assurance plutôt qu'au montant minimal; cette divergence est à clarifier).

ENTRÉE EN VIGUEUR

Le projet de règlement a été publié le 8 septembre 2021. Il prévoit que le gouvernement peut adopter le règlement dans les 45 jours suivant cette date. Les parties intéressées peuvent commenter le projet de règlement dans l'intervalle. Le règlement entrera en vigueur 15 jours après la publication de la version finale dans la *Gazette Officielle du Québec*. ■

RE-VISION THE FUTURE OF RISK MANAGEMENT AT THE 2021 RIMS CANADA VIRTUAL CONFERENCE



Risk management is more prominent than ever, and the RIMS Canada Conference will provide you with the strategies and techniques you need for 2021 and beyond. Join us on October 5-6 as we deliver the latest solutions, innovations and best practices in risk management, virtually. Plus, you will have access to all of the content for 60 days post-event.

Featured speakers on Monday, October 5 will include **Sean McCann**, singer, songwriter, author and founder of the Canadian band Great Big Sea and **András Tilcsik**, social scientist, professor and author.

Then on Tuesday, October 6, **Dr. Helen Papagiannis**, augmented reality specialist, author, will discuss how augmented reality technology will shape the future of business, design and culture. Then, **Monica Merrifield**, ERM & compliance leader at Federation of Canadian Municipalities, and vice chair of RIMS DE&I Advisory Council and **Patti Steis**, managing director, Southeast Region Global Risk, Marsh will discuss evolving trends in diversity, equity and inclusion and best practices and opportunities for organizations to create a more inclusive culture.

In addition to these dynamic speakers, the conference will also include engaging educational sessions like:

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Methods and Strategies for Management of Risks Associated with Changing and Advancements in Technology, Information and Data Collection

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You won't want to miss it. For more information and to register for the 2021 RIMS Canada Conference, visit www.rimscanadaconference.ca.

CATCH 22: THE DILEMMA OF POST-ACCIDENT REMEDIATION

by Bruno De Vita, Q.C., partner, Alexander Holburn Beaudin + Lang LLP

It has been over five years since I last wrote in this column on the subject of post-accident remediation. It is a subject worthy of review as organizations are constantly plagued with the dilemma of deciding what to do after an accident occurs. Should they take steps to make improvements to their premises even where the accident was unforeseeable or caused by a victim's reckless conduct? Arguably, they do not necessarily need to do so. But, if they do nothing and a similar accident occurs in the future, they face almost certain liability. On the other hand, if improvements are made, will this be viewed as an admission that the premises were unsafe to begin with? It seems the organization is “damned if it does and damned if it doesn't.”

In days gone by, the courts held the view that evidence of post-accident remediation was not admissible at trial. The reasoning behind this rule was expressed as follows in *Hart v. Lancashire and Yorkshire Ry. Co.*, an ancient decision of the English courts:

... people do not furnish evidence against themselves simply by adopting a new plan in order to prevent the recurrence of an accident. I think that a proposition to the contrary would be barbarous. It would be, as I have often had occasion to tell juries, to hold that, because the world gets wiser as it gets older, therefore it was foolish before.

As a matter of policy, it was also thought that to allow such evidence would cause such a chilling effect on owners and occupiers that it would dissuade them from undertaking necessary repairs or improvements.

Today, such evidence is routinely admitted, not as proof of negligence, but as proof of the steps that could have been taken by the owner or occupier (*Roycroft v. Kyte*, [1999] O.J. No. 296 (Ont. Gen. Div.)). As long as the evidence is relevant and logically probative of the fact sought to be proved, it will be admitted. By way of example, evidence that a municipality had relocated a stop sign after an accident was considered logically probative of the fact that the sign was less visible in its pre-accident

location, and therefore held to be admissible. (*Anderson v. Maple Ridge (District)* (1992), 71 B.C.L.R. (2d) 68 (C.A.))

Of course, there is an extremely fine line between a finding of what “could” have been done and what “should” have been done, the latter giving rise to a finding of liability. Owners of premises are rightly concerned that if a change is made, a judge or jury will find that the original state of the premises was not up to standard. However, this should not prevent an organization from making post-accident changes. As long as it's done correctly, liability can still be avoided. Indeed, the process



of remediation can be as important as the remediation itself. More often than not, liability risk is increased not because of the change, but because of the haste with which the changes are made and the things said or recorded during the course of the change.

An example of how rash modifications can affect a liability outcome is a case I handled a number of years ago. It involved a fatality that occurred when a vehicle proceeded through a stop sign and came into collision with another vehicle. The case against the defendant municipality was that the stop sign was obstructed by foliage. The day after the accident,

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Catch 22: The Dilemma of Post-Accident Remediation

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municipal workers were asked to clip some of the foliage around the stop sign. A few days later, all of the bushes located at the side of the road were cleared. On the same day, the stop line was repainted and a “stop sign ahead” sign was installed. About a week later, the stop sign itself was removed and replaced with an enlarged stop sign. In the meantime, although photographs were taken of all of the changes, no one thought to take photographs of the original stop sign as it appeared before the modifications were made. Furthermore, no documentation was available to explain the decisions that were made. All of this was done before the appointment of counsel. There was only one photograph from the police file that happened to show the stop sign on the day of the accident. Unfortunately, it was taken later in the day under less than ideal lighting conditions. Needless to say, counsel for the other parties sought to capitalize on these changes and argued that they constituted an admission that the stop sign was not properly maintained.

It is a fact that in many cases, modifications are made out of abundance of caution or to improve an already reasonably safe situation. To use the words of the judge in *Hart*, simply because the organization is now wiser because of what has occurred does not mean it was foolish before. It is important therefore that there be some element of study of the situation before steps are taken. The focus of any such exercise should be on improvement (“How can we make safe premises even safer, even for those who act recklessly?”) as opposed to self-doubt (“Where did we go wrong?”). Unfortunately, there is a tendency for some to default to the latter and think that if an accident has occurred, it must have been because of a failure to meet standards of safety. However, organizations must remember that the standard of care they are held to is one of reasonableness, not perfection or the ability to foresee every circumstance that could give rise to injury.

In any remediation program, particular attention must be paid to the coordination of the process and creation of documents before and during

the remediation. In large organizations, it is crucial that remediation be controlled by one body which gives direction and has ultimate responsibility. While it is often important to act quickly in response to accidents, care should be taken to avoid “knee jerk” reactions by individual departments or employees. Remediation should be undertaken thoughtfully and, where litigation is contemplated, with a view to preserving evidence. In serious cases, counsel should be consulted at an early stage so as to guide the organization through the process. Thoughtless and reactive remediation can result in change to an accident location before important physical and photographic evidence can be secured, just as occurred in the real-life example mentioned above.

It follows that if evidence of post-accident remediation is admissible, then documents created in relation to the changes are probably producible in litigation. These documents may take a variety of forms. They may include standard reporting forms, feasibility studies, field notes, board minutes, internal memoranda and e-mail communications. Information contained in these documents can be a potential minefield in litigation.

In most cases, a claim for privilege over these documents cannot be maintained. Accordingly, considerable care should be taken in the creation of these documents. Editorial comments on the cause of a particular accident or loss are not helpful and, in some cases, can be fatal to the defence of a claim. Any comments during the post-accident remediation process should be made with care and with a view to focusing on facts as opposed to individual opinions.

Needless to say, cases can be won or lost on the documents. Every person involved in the remediation process should be made aware that the documentation they create, electronic or otherwise, may be produced in subsequent litigation. With such awareness, the risk of inculpatory statements is significantly lessened.

So, for those faced with the dilemma of whether to make post-accident changes, the best advice in most cases is, go ahead and do it, but make sure you do it correctly. ■



CONGRATULATIONS



These Canadians have earned their RIMS-Certified Risk Management Professional (RIMS-CRMP) certification in 2021. Well done!

For more information on the RIMS-CRMP visit www.RIMS.org/Certification.

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RIMS LAUNCHES MOBILE APP

TO FURTHER UNITE THE WORLD'S RISK MANAGEMENT COMMUNITY and deliver the most cutting-edge knowledge and insight in the field, RIMS has launched a new mobile application. The member-only mobile application is now available in the App Store and Google Play Store.

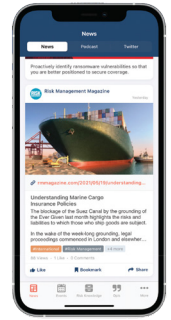
The development of the RIMS Mobile App was a result of member feedback that indicated a demand for greater access to the Society's vast collection of resources. The new application features access to:

- RIMS *Risk Management Magazine* and *Risk Management Monitor* blog articles;
- RIMScast, the society's podcast series;
- Risk Knowledge, the society's repository of white papers and research;
- Opis, the society's online networking platform; and

- Updates about RIMS events, resources and society news.

"Becoming a more digital society is critical to RIMS success," said RIMS CEO Mary Roth. "Risk professionals are always on the move and the new RIMS Mobile App gives our members greater access to world-leading resources, pertinent information, as well as the ability to conveniently engage with fellow practitioners. Additionally, improving accessibility paves the way for collaboration. It creates a more inclusive RIMS, embraces the power of our global network's collective knowledge and facilitates the invaluable exchange of ideas and best practices."

For more information about the RIMS Mobile Application, visit www.RIMS.org/resources/rims-mobile-app.



MOT DU PRÉSIDENT

Tout d'abord, je voudrais mentionner que c'est un privilège d'écrire mon premier article en tant que président du conseil par intérim de RIMS Canada. Notre ancienne présidente, Ginette Demers, a dû démissionner de ce poste pour concentrer encore son temps et ses efforts auprès de son employeur alors que son horaire de travail était déjà très bien rempli. Dans nos différents rôles auprès de cette association, nous sommes tous bénévoles, nous lui consacrons notre temps et énergie à cette ainsi qu'à notre profession autant que nous le pouvons et le RCC est très reconnaissant de la contribution de Ginette pour toute son implication au sein de l'association. Ginette, je prends cette occasion pour te remercier personnellement de ton mentorat et ton amitié. Comme objectif, je vise de continuer à livrer l'excellent travail que tu as accompli jusqu'à la fin du mandat actuel et, par la suite, d'entreprendre

mon mandat comme président pour l'année 2022.

Il y a une malédiction chinoise qui dit : « Puisse-t-il vivre une époque intéressante ». Qu'on le veuille ou non, nous vivons une époque intéressante, en rétrospective des 18 derniers mois. La pandémie de COVID-19 a changé notre façon de vivre, de travailler et de s'amuser de manière très profonde, pour le meilleur et pour le pire, et nous aura à tout jamais transformés.

Le symbole chinois du risque est une combinaison de deux symboles – l'un signifie danger et l'autre opportunité. L'incertitude est le terrain de jeu du gestionnaire de risques. C'est là où nous excellons - en offrant la valeur ajoutée d'une saine gestion des risques à nos organisations. Avec comme point de départ l'incertitude, nous fournissons des options et différentes voies de prise de décision éclairées à nos organisations respectives et ceux avec qui nous travaillons pour en arriver à la solution la mieux adaptée à notre réalité.

La prochaine conférence RIMS Canada va dans le même sens. VISION 2020 à Ottawa n'a pas pu se produire en raison de la pandémie. Cette année, nous organisons la première conférence virtuelle de RIMS Canada les 5 et 6 octobre, notamment nommée « RE-VISION ». Oui, les temps peuvent être incertains, mais certains faits restent bien réels : il y a du pouvoir dans les gens qui se rassemblent. Joignez-vous à nous les 5 et 6 octobre alors que nous partagerons virtuellement les dernières solutions, innovations et meilleures pratiques en matière de gestion des risques.

Je juge primordial de remercier sincèrement tous les membres bénévoles du RIMS Canada Council et les membres exécutifs du RCC, qui ont relevé le défi d'organiser cette conférence virtuelle. Nous avons recherché les meilleurs précurseurs et les meilleurs leaders d'opinion de toute l'Amérique du Nord pour offrir à nos membres ce qui sera vraiment une



conférence digne de figurer dans le livre des records.

Enfin, je veux m'engager envers vous, en tant que président, à ce que le conseil de RIMS Canada continue à soutenir l'ensemble de ses membres canadiens et les chapitres canadiens de RIMS dans ce paysage de risque en constante évolution avec un accent renouvelé pour le service et la durabilité.

L'ancien président du RCC, Nowell Seaman, a souvent utilisé l'expression Forward Together « avancer ensemble » pendant son mandat de président du RIMS en 2017. Malgré le temps écoulé depuis l'utilisation de cette expression, je pense que ce message est toujours d'actualité en 2021. ■

Steve Pottle

*Président du Conseil par intérim,
RIMS Canada*

A Message from Interim Chair Steve Pottle

It is a privilege to be writing my first column as the interim Chair of the RIMS Canada Council. Ginette Demers, our former Chair, stepped down to focus her attention on her very busy work schedule. We are all volunteers—we give our time and energy to our Society and to our profession as much as we are able—and the RCC is grateful to Ginette for her service. To Ginette, I want to say thank you for your mentorship and friendship. I hope to continue the great work you have done for the remainder of the 2021 term. I also look forward to the opportunity of working with the RCC during my full term as Chair in 2022.

There is a Chinese curse which says, “May he live in interesting times.” Like it or not, we live in interesting times—especially looking back at the past 18 months. The COVID-19 pandemic has changed how we live, work and play in very profound ways and, for better or worse, we will be forever changed by it.

The Chinese symbol for risk is a combination of two symbols—

one means danger and the other opportunity. Uncertainty is the sandbox of the risk manager. This is where we thrive—offering the added value of sound risk management to our organizations. We take uncertainty and provide informed decision-making options and pathways forward to those we work for and work with. The same can be said of this year’s RIMS Canada Conference. While VISION 2020 in Ottawa was not able to happen because of the pandemic, we are having the first virtual RIMS Canada conference on October 5 and 6—aptly named RE-VISION. Yes, times may be uncertain, but one thing remains true—there is power in people coming together. Join us on October 5-6 as we deliver the latest solutions, innovations and best practices in risk management, virtually.

I would be remiss if I did not extend my sincere thanks to all the volunteer members of the RIMS Canada Council and the executive members of the RCC, who have taken on the challenge of hosting a virtual conference. We have sought out the best innovators and best



thought leaders from across North America to offer our members what truly will be a conference for the record books.

Finally, I want to commit to you, as Chair, that the RIMS Canada Council will continue to support our Canadian RIMS members and Canadian RIMS Chapters in this ever-changing risk landscape with a renewed focus on service and sustainability.

Former RCC Chair, Nowell Seaman, often used the phrase “Forward Together” during his term as RIMS President in 2017. I think that message still holds true in 2021. ■

Steve Pottle
Interim Chair, RIMS Canada Council

Danger

**Opportunity /
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EDITORIAL POLICY

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Thank you to all of our newsletter contributors! If you are interested in writing an article for the RIMS Canada Newsletter, please submit the article to a member of the Editorial Committee for review. Any questions about the production or distribution of this newsletter should be directed to the Editorial Committee.

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