



## REIA Privacy Policy

Date Amended: April 28, 2025

Date Approved: June 12, 2025

Date Last Reviewed: June 12, 2025

### Our Commitment to Privacy:

Real Estate Insurance Alliance of Canada Inc. is committed to maintaining the security, confidentiality and privacy of your personal information. This privacy policy documents our ongoing commitment to you and has been developed in compliance with the federal *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), and may be supplemented by specific policies, procedures and practices

### Scope of Policy:

This policy applies to the errors and omissions program (the "Program") and its collection, use and disclosure of personal information relating to its insureds. This policy does not impose any limits on the collection, use or disclosure of the following information by the Program such as your business contact information and certain publicly available information.

### Accountability:

The Program has designated a privacy officer who is responsible for the Program's compliance with this policy. The privacy officer may be contacted as described in the contact information provided below.

### Purposes:

Unless it would be considered obvious to a reasonable person, when collecting information, the Program will state the purpose of collection and will provide, upon request, contact information for the privacy officer who will answer questions regarding the collection of information.

### Consent:

The Program will obtain your consent to collect, use, or disclose personal information except where authorized or required by law to do so without your consent.

Individuals can deny or withdraw their consent to the Program's collection, use and disclosure of their personal information at any time upon reasonable notice, subject to any legal or contractual requirements. However, if consent is denied or withdrawn, the Program may not be able to provide its services.

### Limits on Collection of Personal Information:

The Program will limit collection of personal information to that which is reasonable and necessary to fulfill its mandate and duties, provide services to insureds, and that which is reasonable and necessary for the purposes consented to by you. The Program will also collect information as authorized or required by law.

Generally, this means that the Program collects personal information directly from the individual to whom it relates, whether in person, electronically, via email, telephone, fax or in person. Occasionally, the Program may collect personal information from third party sources such as municipal authorities or other parties that are related to a claim (e.g. parties to transactions or potential transactions, witnesses, etc.).



For example, the Program collects personal information to:

- make arrangements for insurance for insureds;
- establish, administer, maintain, and operate indemnity plans;
- open, investigate, adjust, litigate, defend, and/or settle claims;
- access licensing records of insureds;
- prepare reports (including risk reports);
- conduct statistical research and analysis;
- establish and maintain communications with insureds, including in relation to loss prevention matters, potential or actual claims, and the indemnity plan;
- levy assessments on insureds for purposes of the Real Estate Alliance of Canada Inc. errors and omissions insurance fund;
- collect deductibles and/or assessments levied against insureds; and
- generally, administer the Real Estate Alliance of Canada Inc. errors and omissions insurance fund.

**Limits for Using, Disclosing, and Retaining Personal Information:**

Your personal information will only be used or disclosed for the purposes set out above and as authorized or required by law.

The Program will only retain personal information as long as reasonably necessary for the fulfillment of the purposes set out above.

The Program will securely destroy, delete or anonymize documents or other records containing personal information as soon as it is reasonable to assume that the original purpose is no longer being served by retention of the information, and that retention is no longer necessary for legal or business purposes.

The Program will take due care when destroying personal information so as to prevent unauthorized access to the information.

**Accuracy:**

The Program will make a reasonable effort to ensure that personal information used by or disclosed by the Program is accurate and complete.

If you demonstrate the inaccuracy or incompleteness of personal information, the Program will amend the information as required. If the Program and you are not able to agree on an amendment to your personal information, the Program will annotate your records to reflect that an amendment was requested by you but not made by the Program. If appropriate, the Program will send the amended information to third parties to whom the information has been disclosed.

**Safeguarding Personal Information:**

The Program will protect the personal information in its custody or control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks.

The Program will take reasonable steps, through contractual or other reasonable means, to ensure that the suppliers and agents who assist in providing services to you or to the Program implement a comparable level of personal information protection.



The protection of personal information is of paramount concern to Program and Program is prepared to take appropriate and timely steps in the event of any incidents involving personal information in accordance with applicable privacy laws.

**Providing Access:**

You have a right to access your personal information held by the Program, subject to certain limitations. Upon written request and authentication of your identity, the Program will provide you with your personal information under its control, where possible. The Program will also give you information about the ways in which your information is being used and a description of the individuals and organizations to whom that information has been disclosed.

The Program will make the information available within the time frames stipulated by PIPEDA.

In some situations, the Program may not be able to provide access to certain personal information (e.g., if disclosure would reveal personal information about another individual, the personal information is protected by solicitor/client privilege, the information was collected for the purposes of an investigation, or where disclosure of the information would reveal confidential commercial information that could harm the Program). The Program may also be prevented by law from providing access to certain personal information.

Where an access request is refused, the Program will notify you in writing, document the reasons for refusal and outline any further steps that are available to you.

Generally, there is no cost for such access. However, the Program reserves the right to charge such costs on a case-by-case basis. You will be notified in advance if charges apply.

**Information for Website Users:**

Visitors to the Program's website should also be aware that anonymous technical information may be collected by us as a result of a visit to the website. For example, this information may include the visitor's IP address, browser type, operating system, domain name, access times and referring website addresses. We use this anonymous technical information for purposes such as diagnosing problems with our servers, improving the operation and content of our websites and compiling aggregate and statistical information.

We will not attempt to link or match such anonymous technical information with any personally identifiable information unless we have an individual's consent, we (or our service providers) have detected or reasonably suspect any unlawful use of our services or a security breach, or we have a legal duty or right to do so.

We may use "cookies" on the website. "Cookies" are small text files placed on computers that can collect and store a variety of information. Permanent cookies are stored indefinitely on a user's hard drive unless manually deleted, while temporary cookies are automatically deleted from the user's browser upon logging out of a website. Web browsers typically allow users to disable permanent and/or temporary cookies.

Please note that we use Google Analytics. There is more information about how Google collects, uses, and processes data at <http://www.google.com/policies/privacy/partners/>.

Please note that the website contains links to other websites. We are not responsible for the privacy practices used or followed by other websites. You are encouraged to be aware of when you leave our



website, and to read the privacy statements of each and every website you may visit that may collect personal information from you.

**Changes to Policy:**

The Program reserves the right to change this Privacy Policy at any time in accordance with applicable laws.

**Complaints, Inquiries, and Questions:**

The Program will, upon request, provide information regarding its privacy complaint procedures. Inquiries, complaints or questions regarding this policy shall be directed in writing to the Program privacy officer at:

The Real Estate Insurance of Alliance of Canada Inc.  
c/o Centra Claims Management Inc.  
280-530 Kenaston Boulevard  
Winnipeg, MB R3N 1Z4  
Attention: RJ Tougas, LL.B., President

Phone: 204.318.2005

Email: [rjtougas@centraclaims.ca](mailto:rjtougas@centraclaims.ca)