SPRING 2022

RIMS CANADA™

NEWSLETTER | Brought to you by the RIMS CANADA COUNCIL

GARY LABRANCHE TAKES OVER AS NEW RIMS CEO

On June 1, Gary LaBranche, FASAE, CAE, assumed his new role as the chief executive officer of RIMS. Previously, LaBranche served as president and CEO of Virginia-based NIRI: The Association for Investor Relations. NIRI's members represent 1,600 publicly- traded companies with a combined market cap of $9 trillion.

"Risk management makes the world safer, more secure and more sustainable," LaBranche said. "I am honored to be asked to help advance that important work and pave the way for this dynamic professional community's continued success. I appreciate all that Mary Roth and the RIMS team have accomplished and look forward to partnering with RIMS leaders and this Society's powerful and engaged community to continue that legacy."

LaBranche succeeds longstanding RIMS CEO Mary Roth who announced her retirement in late-2021 after 37 years of service with RIMS. "My RIMS journey has been remarkable," Roth said. "Starting in the Society's Research and Education department and advancing to its CEO, I am so proud of the progress we have made, the barriers we have broken and all the milestones we have achieved. I am eternally grateful for all the exceptional RIMS staff members, volunteers and risk leaders who have contributed to our success. Most importantly, throughout my RIMS career I have made some wonderful friendships that I know will carry-on long into my retirement. I want to congratulate our executive search team for their excellent work. Gary LaBranche will add tremendous value to RIMS and this amazing risk management profession."

Previously, LaBranche served as CEO for the Association for Corporate Growth, the Association Forum of Chicagoland and two other organizations. In addition, he was a senior executive at the American Society of Association Executives (ASAE) and the U.S. Chamber of Commerce. At the Forum and ASAE, he was responsible for identifying, developing, and sharing best practices, models, and innovation in association management. At ASAE, he produced the 6,000-person ASAE Annual Meeting.

ASAE named him the Key Award winner for 2007, the highest award in the association management profession. He was also named the 2012 National Association Executive of the Year. The Association Forum named him the 2019 recipient of the Samuel B. Shapiro Award for Chief Executive Achievement. He is a member of the U.S. Chamber of Commerce's Association Committee of 100 and is past chairman of the Chamber's Institute of Organization Management. He was named an ASAE Fellow (FASAE) in 1995.

A graduate of The Ohio State University and resident of Evanston, Illinois, LaBranche has authored more than 300 articles, podcasts and columns, as well as the book, "*The Association CEO Succession Toolkit*" published by ASAE in 2018. Additionally, he has consulted and presented to over 300 associations.

"Recent events have elevated risk management expectations and, as we approached this executive search, we were determined to identify a leader with the skills and experience to help RIMS meet risk professionals' evolving needs," said RIMS Board President Patrick Sterling. "Gary LaBranche brings a world of knowledge and a proven track-record as an association management leader. Throughout his career he has demonstrated an unwavering commitment to lifting his staff up, creating opportunities for them to grow and, in turn, achieving impressive results for his previous associations. We look forward to learning from him and are proud to welcome him into the global risk management community." ■

When the Breach of a Fundamental Obligation Does Not Invalidate a Non-Liability Clause

by Jo-Anne Demers and Cédrik Pierre-Gilles, Clyde & Co. Canada

A non-liability clause may remain valid even if the contracting party who invokes it breached a fundamental obligation of the contract—that is the key point to retain from the Supreme Court's most recent judgment on the validity of non-liability clauses in *6362222 Canada Inc. v. Prelco Inc.*

At the outset, we know that non-liability clauses are valid and moreover, they are quite common. It is through these clauses that the parties to a contract agree in advance to limit (limitation clause) or exclude (exoneration clause) the liability of a party, the debtor, when the debtor does not perform its obligation correctly. We also know that the effect of such clauses may be neutralized. In some contexts, the "doctrine of breach of a fundamental obligation" may circumvent the principle of autonomy of the will and render a non-liability clause inoperative.

In its most recent judgment on the issue, the highest court in the land reminds us that a party who wishes to invoke the "doctrine of breach of a fundamental obligation" to neutralize the effect of a non-liability clause must absolutely find support in one of the legal bases underlying that doctrine. Indeed, the general principles of the autonomy of the will and freedom of contract give considerable weight to the validity of non-liability clauses, which, in light of the provisions of the Civil Code of Québec (C.C.Q.), make them much more difficult to invalidate.

In this case, the consulting firm 6362222 Canada inc. (Createch) included a non-liability clause in the contract entered into with the manufacturing company Prelco inc., which makes and transforms flat glass. Under the contract, Createch was to supply software and professional services to Prelco in order to implement an integrated management system. The clause entitled [translation] "Limited Liability" provided that Createch's liability to Prelco for damages that could be attributed to any cause whatsoever were limited to amounts paid to Createch. The clause also provided that Createch could not be held liable for any damages resulting from the loss of data, profits or revenue or from the use of products or for any other special, consequential or indirect damages.

When the management system was implemented, several problems arose. Prelco terminated its contractual relationship with Createch and then retained another firm to make the integrated management system functional. Prelco then brought an action for damages against Createch, claiming reimbursement of an overpayment, costs for restoring the system, the reimbursement of claims from customers, and loss of profits. Createch in turn filed a cross-application for the unpaid balance for the project.

From the Superior Court to the Supreme Court, it was found that Createch had committed a fault in its initial choice as to the approach to take in implementing the management system and had as a result breached its fundamental obligation under the contract. The Superior Court and the Court of Appeal found that Createch could not rely on the non-liability clause to limit its liability for the injury it had caused to Prelco, because Createch had breached its fundamental obligation to properly identify and propose a management software and a development approach suited to Prelco's situation such that the integrated management system would be fully operational.

The Supreme Court, in a judgment written by Chief Justice Wagner and Kasirer J., considered the bases of the doctrine of breach of a fundamental obligation, noting that the doctrine could render a non-liability clause inoperative in two situations: (1) where it violates a rule of public order that limits the contractual freedom of the parties; or (2) where it releases the debtor from all obligations to the creditor, thereby depriving the creditor's correlative obligation of its objective cause and annulling the reciprocity of the contract.

Indeed, the admissibility of a non-liability clause may, first of all, be limited by public order. In consumer contracts and contracts of adhesion, for example, article 1437 C.C.Q. neutralizes the effect of abusive clauses that depart from the fundamental obligation of the contract to such an extent as to change the nature of the contract. Other provisions, in particular with respect to contracts of lease, sale, and employment, also limit the validity or effectiveness of non-liability clauses. Although contrary to the principle of the autonomy of the will, these limits seek to protect the contracting party who is presumed to be economically weaker or disadvantaged. In more general contracts entered into by mutual agreement, like the contract between Createch and Prelco, the contractual freedom to limit or exclude liability is nevertheless restricted by article 1474 C.C.Q. where there is gross or intentional fault, as well as in cases of bodily or moral injury.

The Supreme Court thus confirmed that, save for these express exceptions, public order does not have the effect of rendering a non-liability clause relating to a fundamental obligation inoperative. In contracts by mutual agreement, the parties are free to allocate the risks associated with contractual nonperformance between them, regardless of whether an obligation is fundamental or accessory. Here,

Createch committed a simple fault, Prelco sustained material injury, and the contract was negotiated by mutual agreement between two sophisticated legal persons. Accordingly, for Prelco, public order is of no assistance.

Second, a non-liability clause may be invalidated if it has the effect of depriving the creditor's obligation of its objective cause. This lies in the fact that, to be valid, the existence of an obligation arising out of a juridical act must necessarily be supported by an objective cause (article 1371 C.C.Q.). In synallagmatic contracts (where the parties have mutual undertakings), the objective cause of a party's obligation is logically its co-contracting party's correlative obligation. Thus, in the event that all of a party's obligations are negated by the effect of a non-liability clause, for example, the other party's correlative obligation would be deprived of its objective cause.

As the Court noted, no obligation clauses must however be distinguished from non-liability clauses. The latter do not by their nature have the effect of negating obligations, but rather the liability that flows from the nonperformance of obligations. In Prelco's case, the non-liability clause limits the sanctions that may be imposed on Createch, but also permits Prelco to keep the integrated management system and to obtain damages for unsatisfactory services, as well as to be compensated for the necessary costs to have the work performed by another firm. Noting the existence of Createch's remaining obligations, without having to rule on their equivalence, the Court found that Prelco's obligation did indeed have an objective cause. In the Court's view, pushing the analysis further would be akin to indirectly applying the concept of lesion, an application that the Code reserves for very specific cases such as minors and protected persons of full age. Once again justified by the principle of freedom of contract, the imbalance between the benefits derived by the contracting parties as a result of the non-liability clause does not amount to a lack of reciprocity in the contract.

Absent the application of one of the bases for the doctrine of breach of a fundamental obligation, Prelco's argument could not stand, and it remained bound by the non-liability clause granted in favour of Createch.

This judgment highlights the utmost importance of ensuring that the contractual balance intended at the time of consenting to a non-liability clause is maintained. Once such a clause is included in the contract, Quebec civil law precisely defines the circumstances in which its effects may be annulled. In this case, the Supreme Court clearly indicated that the simple breach of a fundamental obligation is not one of those circumstances, so long as the clause is not contrary to public order and does not deprive the creditor's obligation of its objective cause.

On this last point, however, there is a nuance that the Court did capture, but on which it avoided ruling: are there circumstances where a non-liability clause relating to a fundamental obligation of the contract could have the effect of depriving the obligation of its objective cause? In other words, how would the Court have treated the non-liability clause if, instead of maintaining some of Createch's obligations, it had rendered them trivial or insignificant such that they could be considered to be non-existent? As the Court declined to rule in the abstract, this issue remains open and could eventually resurface before the Court. ■

Quand le Manquement à une Obligation Essentielle N'invalide pas une Clause de Non-Responsabilité / par Jo-Anne Demers et Cédrik Pierre-Gilles. Clyde & Co Canada

Une clause de non-responsabilité peut demeurer valide même si la partie au contrat qui l'invoque a manqué à une obligation essentielle du contrat : c'est ce qu'il faut retenir du plus récent arrêt de la Cour suprême sur la validité des clauses de non-responsabilité dans 6362222 Canada inc. c. Prelco inc.

D'emblée, on sait que les clauses de non-responsabilité sont valides et elles sont d'ailleurs assez répandues. C'est par le biais de ces clauses que les parties à un contrat conviennent à l'avance de limiter (clause limitative) ou de supprimer (clause exonératoire) la responsabilité d'une partie, le débiteur, lorsqu'il n'exécuterait pas correctement son obligation. Or, on sait également que l'effet de ces clauses peut être neutralisé. Dans certains contextes, la « théorie du manquement à une obligation essentielle » permet de déroger au principe d'autonomie de la volonté et de rendre inopérante une clause de non-responsabilité.

Ce que le plus haut tribunal du pays rappelle dans son plus récent arrêt sur la question, c'est que la partie qui souhaite invoquer la « théorie du manquement à une obligation essentielle » pour neutraliser l'effet d'une clause de non-responsabilité doit absolument prendre appui sur l'un des fondements juridiques qui soutiennent cette théorie. En effet, les principes généraux de droit commun d'autonomie de la volonté et de liberté contractuelle donnent un poids considérable à la validité d'une clause de non-responsabilité, ce qui, au regard des dispositions du Code civil du Québec (C.c.Q.), la rend beaucoup plus difficile à renverser.

Dans cette affaire, le cabinet de services-conseils 6362222 Canada inc. (Créatech) avait inclus une clause de non-responsabilité dans le contrat conclu avec l'entreprise manufacturière Prelco inc., œuvrant dans la fabrication et la transformation de verre plat. Aux termes du contrat, Créatech devait fournir à Prelco des logiciels et des services professionnels pour implanter un système de gestion intégré d'entreprise. La clause « Responsabilité limitée » prévoyait que la responsabilité de Créatech face à Prelco pour les dommages attribuables à quelque cause que ce soit était limitée aux sommes versées à Créatech. La clause prévoyait aussi que Créatech ne pouvait être tenu responsable pour quelconque dommage résultant de la perte de données, de profits ou de revenus ou découlant de l'utilisation de produits, ou pour tout autre dommage particulier, direct ou indirect.

Au moment d'implanter le système de gestion, plusieurs problèmes surviennent. Prelco met fin à ses relations contractuelles avec Créatech, puis mandate une autre firme pour rendre fonctionnel le système de gestion intégré d'entreprise. Prelco intente par la suite une action en dommages-intérêts contre Créatech, réclamant le remboursement d'un trop payé, les frais engagés pour rétablir le système, le remboursement des réclamations des clients ainsi que des pertes de profits. De son côté, Créatech dépose une demande reconventionnelle pour le solde impayé pour le projet.

De la Cour supérieure jusqu'en Cour suprême, on maintient que Créatech a commis une faute dans son choix initial de l'approche d'implantation du système de gestion, manquant ainsi à son obligation essentielle aux termes du contrat. La Cour supérieure et la Cour d'appel concluent que Créatech ne peut invoquer la clause de non-responsabilité pour limiter sa responsabilité à l'égard du préjudice causé à Prelco, puisque le manquement de Créatech porte sur son obligation essentielle de bien identifier et de proposer un logiciel de gestion et une méthode de développement qui soit appropriée à la situation de Prelco, de sorte que le système de gestion intégré soit pleinement opérationnel.

La Cour suprême, sous la plume du juge en chef Wagner et du juge Kasirer, se penche sur les fondements de la théorie du manquement à une obligation essentielle et précise que cette théorie permet qu'une clause de non-responsabilité soit rendue inopérante dans deux cas : (1) lorsqu'elle contrevient à une norme d'ordre public qui limite la liberté contractuelle des parties; ou (2) lorsqu'elle dégage le débiteur de toutes ses obligations envers le créancier, privant ainsi l'obligation corrélative du créancier de cause objective et annulant la réciprocité du contrat.

En effet, l'admissibilité d'une

clause de non-responsabilité peut, dans un premier temps, être limitée par l'ordre public. Dans les contrats de consommation ou d'adhésion, par exemple, en vertu de l'article 1437 C.c.Q., on neutralise l'effet des clauses abusives qui sont si éloignées des obligations essentielles du contrat qu'elles dénaturent ce dernier. D'autres dispositions, notamment en matière de louage, de vente ou de travail, limitent également la validité ou l'efficacité des clauses de non-responsabilité. Bien que contraires au principe d'autonomie de la volonté, ces limites visent à protéger la partie contractante présumée plus faible économiquement ou désavantagée. Dans des contrats plus généraux conclus de gré à gré, comme celui de Créatech et de Prelco, la liberté contractuelle de limiter ou d'exclure la responsabilité est tout de même restreinte par l'article 1474 C.c.Q., dans des cas de faute lourde ou intentionnelle, ou encore de préjudice corporel ou moral.

La Cour suprême affirme donc que, sauf à l'égard de ces exceptions désignées, l'ordre public n'a pas pour effet de rendre inopérante une clause de non-responsabilité couvrant une obligation essentielle. Dans des contrats de gré à gré, les parties sont libres de répartir entre elles les risques associés à une inexécution contractuelle, qu'il s'agisse d'une obligation essentielle ou accessoire. Ici, la faute de Créatech est simple, le préjudice de Prelco est matériel et le contrat a été négocié de gré à gré entre deux personnes morales avisées. En conséquence, pour Prelco, l'ordre public n'est d'aucun secours.

Dans un deuxième temps, la clause de non-responsabilité pourra être invalidée si elle a pour effet de priver l'obligation du créancier de sa cause objective. Ceci vient du fait que, pour être valide, l'existence d'une obligation découlant d'un acte juridique doit nécessairement être justifiée par une cause objective (article 1371 C.c.Q.). Dans un contrat synallagmatique (où les parties s'engagent réciproquement), la cause objective de l'obligation d'une partie est logiquement l'obligation corrélative de son cocontractant. Ainsi, dans l'éventualité où toutes les obligations d'une partie étaient supprimées, par l'effet d'une clause de non-obligation, par exemple, l'obligation corrélative de l'autre partie se verrait donc dépourvue de cause objective.

Comme le souligne la cour, la clause de non-obligation est toutefois à distinguer d'une clause de non-responsabilité. Cette dernière ne supprime pas, par nature, des obligations, mais plutôt la responsabilité qui découlerait de l'inexécution d'obligations. Dans le cas de Prelco, la clause de non-responsabilité limite les sanctions pouvant être imposées à Créatech, mais permet aussi à Prelco de conserver le système de gestion intégré et d'obtenir des dommages-intérêts pour les services déficients, en plus d'être indemnisée à l'égard des frais requis pour avoir fait effectuer le travail par une autre firme. En constatant l'existence des obligations restantes de Créatech, sans avoir à se prononcer sur leur équivalence, la cour conclut que l'obligation de Prelco est bel et bien dotée d'une cause objective. De l'avis de la cour, pousser l'analyse plus loin équivaudrait à appliquer indirectement le concept de lésion; une application que le Code réserve à des cas bien précis comme ceux des mineurs et des majeurs protégés. Encore une fois justifié par le principe de liberté contractuelle, le déséquilibre entre les avantages tirés par les parties au contrat engendré par la clause de non-responsabilité n'équivaut donc pas à une absence de réciprocité dans le contrat.

Sans l'application de l'un ou l'autre des fondements de la théorie du manquement à une obligation essentielle, l'argument de Prelco s'est effondré et celle-ci est demeurée liée par la clause de non-responsabilité consentie au bénéfice de Créatech.

Cet arrêt souligne l'importance capitale de veiller au maintien de l'équilibre contractuel souhaité lorsqu'on consent à une clause de non-responsabilité. Une fois qu'une telle clause est incluse dans le contrat, le droit civil québécois délimite précisément les circonstances dans lesquelles il sera possible d'en annuler les effets. Ici, la Cour suprême indique clairement que le simple manquement à une obligation essentielle ne constitue pas l'une de ces circonstances, tant que la clause ne contrevient pas à l'ordre public et ne prive pas l'obligation du créancier de sa cause objective.

Sur ce dernier point, il existe cependant une nuance que la cour a bien saisie, mais sur laquelle elle a évité de se prononcer : existe-t-il des circonstances dans lesquelles une clause de non-responsabilité portant sur l'obligation essentielle du contrat pourrait avoir comme effet de priver l'obligation de sa cause objective? Autrement dit, quel traitement aurait-on réservé à la clause de non-responsabilité si, au lieu de maintenir certaines obligations de Créatech, elle avait rendu celles-ci négligeables ou dérisoires au point de pouvoir être considérées comme inexistantes? La cour ayant refusé de trancher dans l'abstrait, cette question reste ouverte et pourrait tôt ou tard refaire surface devant cette cour. ■

RIMS SALUTES BETTY CLARKE

In September, long-time pillar of the Newfoundland Chapter Elizabeth (Betty) Clarke announced her retirement. Needless to say, she will be greatly missed.

Betty started her career in Newfoundland with an insurance company before moving to the Toronto area for a few years to work as a broker. After achieving great success, she wanted to come back to her roots and accepted a job in St. John's, Newfoundland to start her risk management career at Fishery Products International in 2003.

In 2005, Betty joined the City of St. John's and remained a loyal employee until her retirement. The city has had an active risk management program for 30 years. She worked hard to develop a culture of safety and risk awareness where the broker and insurers were considered as part of the team and instrumental in the realization of the city's accomplishments over the years.

Betty has been active with RIMS since 2003. She started as vice president of the local chapter and went on to become president. She also got involved with the RIMS Canada Council as a representative of Newfoundland and her role evolved to vice chair and finally chair. She was also conference co-chair in 2009 and 2018.

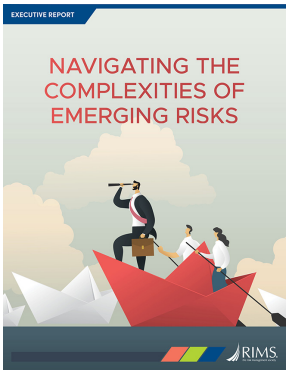
According to Betty, the greatest benefit of being involved with RIMS at an executive level was being able to vote on important issues. One of her most memorable accomplishments was to update the automobile portion of the supplement for risk financing through dealing a different configuration of each province. This helped ensure all the latest available information would be accurate by province.

Betty accumulated many awards and recognition during her risk management career:

- For her leadership, dedication and outstanding contribution to RIMS as NALRIMS president 2005 to 2007.
- In recognition of serving as president of the Insurance Institute of Newfoundland and Labrador 2006 to 2008.
- In 2009, she received the Award of Distinction for Best Conference held in St. John's (RIMS Canada Conference).
- In 2017, she was recognized as one of the Leading Risk Managers in Canada by *Insurance Business Canada Magazine*.
- In 2018, she was awarded with the Distinction for Colorful Encounters relating to RIMS Canada Conference held in St. John's
- And, to end her career on the highest note possible, she received the 2020 Donald M. Stuart Award, which is considered Canada's highest honor in the risk management field.

After such a great career, we wish Betty all the best in her retirement!

Navigating the Complexities of Emerging Risks



Integrating emerging risk considerations into an ongoing risk management program is necessary to avoid future surprises, achieve strategic objectives and deliver long-term value, according to the newly published RIMS Executive Report "Navigating the Complexities of Emerging Risks."

Based on the findings from a recent survey, members of RIMS Strategic and Enterprise Risk Council explored lessons learned from the pandemic and outlined effective practices to further support risk professionals as they work to proactively address and leverage emerging risks.

"In the face of so much uncertainty and volatility, business leaders around the world have challenged their risk management teams to identify, assess and deliver solutions to prepare the organization for the impacts of emerging risks," said RIMS President Patrick Sterling. "And, while the scope and speed of those risks are hard to gauge, there are common practices risk professionals can integrate to empower decision-makers, demonstrate value and steer the organization in the right direction."

According to the survey findings:

- **95% reported that the trigger for re-categorizing a risk from emerging to active or ongoing status is understanding its impact;**
- **Yet, only 27% address the impact of emerging risks in their risk assessments, while less (23%) capture the likelihood of these potential unknowns;**
- **When scanning the horizon for future risks, only 24% look three to five years ahead; and**
- **Only 34% consider emerging risks during the strategy setting process.**

The report also detailed the following common practices used by risk professionals to mitigate or respond to emerging risks:

- **Developing risk response strategies;**
- **Identifying more specific emerging risk scenarios and related response plans;**
- **Identifying leading risk indicators for ongoing monitoring; and**
- **Separately considering emerging opportunities and plans.**

The "Navigating Complexities of Emerging Risks" report is available exclusively for RIMS members in the RIMS Risk Knowledge library.

Canadian Risk Professionals' Salaries Surged in 2021

According to the *RIMS 2021 Compensation Survey*, risk professionals saw significant salary increases from 2019 to 2021, with Canada-based respondents reporting an average 18.8% rise in base salary and U.S. practitioners reporting a 14.4% salary bump. In 2021, the median annual base salary for risk management professionals was $120,000 in Canada and $135,000 for those in the United States. In Canada, female risk professionals saw raises of more than double that of men— a 22% increase for females versus 8.7% for males, while male and female risk professionals in United States experienced similar pay increases of 14.2% and 14.7%, respectively. An overwhelming majority of respondents held risk management certifications and designations—84% in Canada and 64% in the United States.

"With business leaders leaning heavily on their risk management teams to address volatility, disruption and uncertainty, the importance of investing in this critical business function has never been more apparent," said RIMS CEO Mary Roth. "Beyond managing adversity, risk professionals are bringing solutions to strategic conversations that empower resilience and drive innovation. These compensation increases reflect the undeniable value risk professionals contribute to their organizations' success."

TOP 5 RISKS FOR CANADIAN BUSINESSES

In Aviva Canada's recent *Risk Insights Report*, 1,500 Canadian businesses identified their biggest risks:

1. **Public health events**
2. **Cybersecurity and cyber events**
3. **The health and mental wellbeing of employees**
4. **Shortage of skilled workforce**
5. **Business interruption**

A Message from RCC Chair Steve Pottle

It has been a very productive time for the RIMS Canada Council since our last newsletter, so let's get right to it!

RIMS Canada Council has a revised mandate. The RCC mandate outlines the reporting structure, mission, composition, scope and duties of the RCC as a standing council of RIMS. From a governance perspective, it is good practice to have mandates reviewed every two to five years to ensure currency and relevancy. With the revised mandate, the roles and responsibilities of both the RCC and RIMS have been clarified as it relates to the financial management of the RCC funds, including disbursement of any remaining RCC balance should the RCC be dissolved.

Canadian RIMS Members at RISKWORLD

April saw the return of in-person conferences with RISKWORLD 2022 in San Francisco. The RCC hosted its first in-person RIMS Canada reception on the Tuesday night where we welcomed many of our Canadian RIMS members and friends to reconnect with old friends and celebrate new connections. We also took the opportunity to thank outgoing RIMS CEO, Mary Roth, for all her years of service to the RIMS Canadian chapters and the RCC. A huge thank you to Blanca Ferreris from RIMS for her help putting the night together!

A Shout Out to Our Volunteers. We Need You!

The RCC, like our Canadian chapter leadership, is made up of dedicated volunteers who offer their time and experience to support the mission of the RCC to enhance the activities of RIMS and the practice of risk management in Canada, while representing the interests of Canadian members and their chapters. I would be remiss if I didn't thank each member of the RCC and the RCC executives in particular—Valerie Barber (MB), Tara Lassard-Webb (ON), Aaron Lukoni (BC), Jacqueline Toering (BC)—for their service. I greatly appreciate their efforts. In April, we bid a fond farewell to our RCC Treasurer Bill Baker (Northern Alberta), who is stepping down to focus on his professional responsibilities. In his own words, Bill said, "It is not easy to give something up that I have been a part of in some capacity either on the local chapter level or RCC for close to 20 years." Best wishes, Bill.

For many volunteers, the past two+ years have been a challenge to just "keep the lights on" within their own chapter, let alone find new and dynamic ways of engaging members. One challenge I recognize is the ability to find new volunteers to lead our chapters. All organizations need to have a vibrant and engaged leadership to remain vital and grow. The RIMS Canada Council is no different. When I started my RIMS journey, 20+ years' ago, I knew nothing about risk management and knew no one in the Greater Toronto risk community. I recall going to my first ORIMS meeting and not knowing a soul, but someone said

hello and welcomed me to the table. Following that meeting, I knew attending chapter meetings and getting involved was going to advance my career and create professional connections and personal friendships. By saying, "I'm in. How can I help?" I was really saying, if I give back to RIMS, I'll get much more in return. It was and has been just that simple.

So my question to you is: "Are you in?" Trust me, you won't regret it. If yes, feel free to connect with your local chapter or the RCC. Our contact information is at the end of this newsletter.

Finally, speaking of opportunities, I invite you to attend our first in-person RIMS Canada Conference in three years! Turning Tides, the 2022 RIMS Canada Conference, is in Halifax from September 11 to 14. Registration opens soon. See you there! ■

Steve Pottle
Chair, RIMS Canada Council

EDITORIAL POLICY

The RIMS Canada Newsletter is a publication of the RIMS Canada Council and is published periodically throughout the calendar year. The opinions expressed are those of the writers and volunteer members of the RIMS Canada Newsletter Editorial Committee. Articles submitted to the RIMS Canada Newsletter for publication are subject to the approval of the RIMS Canada Newsletter Editorial Committee. Approval of such articles is based on newsworthiness and perceived benefit to the readership. All decisions of the RIMS Canada Newsletter Editorial Committee are final and not subject to appeal. Individuals submitting articles to the RIMS Canada Newsletter hereby acknowledge their acceptance of the RIMS Canada Newsletter Editorial Policy.

Editor
Pascale Samson
PSP Investments
Email: *Pascale.Samson@investpsp.ca*
Tel: (514) 379-5105

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.

The RIMS Canada Newsletter is produced on behalf of the RCC by RIMS.

LIKE, FOLLOW & SUBSCRIBE!

The RIMS Canada Council is here to serve our Canadian RIMS chapters and members, and we invite you to reach out to us as we are here to assist you.

Visit the RIMS Canada website at rimscanada.ca or simply scan the QR code below on your smartphone for access to RIMS Canada risk management resources, including conference and education information.

Did you know that the RIMS Canada Newsletter is available on-line? Now you can read your favourite newsletter on the go at: rimscanada.ca/newsletter

As the world evolves and technology plays a more pivotal role in our daily lives, it is important keep informed about topics relating to risk management and the insurance industry. Use #RIMSCanada and stay connected by following us on social media:

www.linkedin.com/groups/4701774
@RIMSCanada
www.facebook.com/RIMSCanada
www.instagram.com/RIMSCanada