

**Insurance Product Information Document
BMS Canada Risk Services Limited**

Telephone No. 1-855-318-6038

Email: psy.insurance@bmsgroup.com

**Insurance Program:
Canadian Psychological Association (CPA) &
Council of Professional Associations of Psychology (CPAP)**

The insurer is Beazley Group (Lloyd's) # 2000737758.

The information provided in this Insurance Product Information Document is a summary of key information about your policy that you should read. The summary does NOT contain the full terms, conditions, excesses and exclusions. These are detailed in the policy wording(s). A copy of each is available on request.

What is this type of insurance?

This is a summary of the exclusions under the Cyber Security and Privacy Breach Liability insurance for psychology professionals.

Separate Summary sheets are available, providing details for professional liability and commercial general liability insurance, employment practices liability, business commercial general liability, contents/crime/business interruption and business package insurance (contents and leasehold improvements, crime, business interruption and business commercial general liability insurance).

| Section One – Cyber Security and Privacy Breach Response | Exclusions |
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| Bodily Injury and Property Damage | 1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress 2. physical injury to or destruction of any tangible property, including the loss of use thereof |
| Employment | For, arising out of or resulting from any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such Claim is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person; |
| Directors' and Officers' Liability | For, arising out of or resulting from any actual or alleged act, error or omission or breach of duty by any director or officer |
| Contractual Liability | For, arising out of or resulting from obligation under or breach of any contract or agreement |
| Competition and Restraint of Trade | For, arising out of or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Competition Act |
| Unfair Trade Practices and Consumer Protection | For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices |
| Unlawful Collection of Information Unlawful Communications | For, arising out of or resulting from: 1. the actual or alleged unlawful collection, acquisition or retention of Personally Identifiable Information of the Insured Organization; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent from the collection, disclosure or use of Personally Identifiable Information; provided, that this exclusion shall not apply to the actual or alleged unlawful collection, acquisition or retention of Personally Identifiable Information by a person or entity that is not a Related Party and without the knowledge of the Insured Organization; or 2. the distribution of unsolicited email, text messages, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping or recording is done by or on behalf of the Insured Organization; |
| Prior Acts, Errors, Omissions or Incidents | For, arising out of or resulting from any act, error, omission, incident, failure of Computer Security, or Security Breach committed or occurring prior to the inception date of this Policy: |
| Retroactive Date | For, arising out of or resulting from any related or continuing acts, errors, omissions, incidents or events, where the first such act, error, omission, incident or event was committed or occurred prior to the Retroactive Date; |

Summary Sheet 01/21

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825 Exhibition Way, Suite 209, Ottawa ON K1S 5J3

www.psychology.bmsgroup.com 1-855-318-6038

Registration number 3000682048, lautirite.qc.ca

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| Racketeering, Securities, Pensions and Discrimination | <p>For, arising out of or resulting from any of the following:</p> <ol style="list-style-type: none"> 1. any actual or alleged violation of any racketeering law or legislation 2. any actual or alleged violation of any securities law, regulation or legislation 3. any actual or alleged violation of any employment or labour law, regulation or legislation 4. any actual or alleged discrimination of any kind including but not limited to age, colour, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy. |
| Pensions, Investment Plans and Trusts | <p>For, arising out of or resulting from any actual or alleged acts, errors, or omissions related to any of the Insured Organization's pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts</p> |
| Criminal, Malicious or Intentional Acts | <p>Arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional Security Breach, intentional violation of a Privacy Policy, or intentional or knowing violation of the law, if committed by any Insured, or by others if such Insured colluded or participated in any such conduct or activity;</p> |
| Intellectual Property | <p>For, arising out of or resulting from any actual or alleged:</p> <ol style="list-style-type: none"> 1. infringement of patent or patent rights or misuse or abuse of patent; 2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or Unauthorized Access or Use of software code by a person who is not a Related Party; 3. use or misappropriation of any ideas, trade secrets or Third Party Information; 4. disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information 5. theft of or Unauthorized Disclosure of data; |
| Regulatory | <p>For, in connection with or resulting from any Claim brought by or on behalf of any governmental entity, in such entity's regulatory or official capacity;</p> |
| Insured v. Insured | <p>For, arising out of or resulting from a Claim by or on behalf of one or more Insureds under this Insurance against any other Insured or Insureds;</p> |
| Related Entities | <ol style="list-style-type: none"> 1. any Claim made by any business enterprise in which any Insured has greater than a fifteen percent (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the Named Insured; or 2. the Insured's activities as a trustee, partner, member, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the Insured Organization; |
| Trading Losses and Monetary Transactions | <ol style="list-style-type: none"> (1) trading losses, trading liabilities or change in value of accounts; (2) any loss, transfer or theft of monies, securities (3) the monetary value of any transactions or electronic fund transfers by or on behalf of the Insured which is lost, diminished, or damaged during transfer from, into or between accounts; (4) the value of coupons, price discounts, prizes, awards, |
| Licensing Bodies; Joint Ventures; Product Descriptions; Pricing; Contests | <ol style="list-style-type: none"> 1. the actual or alleged obligation to make licensing fee or royalty payments, 2. the reprinting, reposting, recall, removal or disposal of any Media Material 3. any Claim brought by or on behalf of any intellectual property licensing bodies or organizations 4. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, or contract price estimates 5. any actual or alleged gambling, contest, lottery |

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| | 6. disputes over ownership of rights in Media Material or services provided by independent contractor, joint venture or venture partner; |
| War and Terrorism | Includes "Cyber Terrorism" means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political |
| Asbestos, Pollution and Contamination | <ol style="list-style-type: none"> 1. asbestos, or any materials containing asbestos; 2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins 3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism 4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; |
| Telecommunications Infrastructure; Act of God; Satellite Failures | <ol style="list-style-type: none"> 1. any failure or malfunction of electrical or telecommunications infrastructure or services, 2. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or |
| Cyber Extortion | <ol style="list-style-type: none"> 1. any threat to physically harm or kidnap any person; 2. any threat to harm, take, or transfer property other than a Data Asset |
| Nationalization | Seizure, nationalization, confiscation, or destruction of Computer Systems or Data Assets by order of any governmental or public authority. |
| PROFESSIONAL SERVICES EXCLUSION | any act, error or omission |
| Fraudulent Instructions | Example: phishing |
| Unprotected portable computers | Portable computing device or media containing data in an electronic format, unless the data stored on such device or media are stored in an encrypted format. |
| Nuclear and Radioactive Contamination | |
| Sanctions Limitation | |