

## Insurance Product Information Document BMS Canada Risk Services Limited

Telephone No. 1-855-318-6038

Email: [psy.insurance@bmsgroup.com](mailto:psy.insurance@bmsgroup.com)

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

In order to be eligible for this insurance, you must be a member of the Canadian Psychological Association (CPA) or a provincial/territorial association of psychology who make up the Council of Professional Associations of Psychologists (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 an insurance Summary Sheet for 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).

### I would like a full copy of the policy wording:

Once you have completed your application form and provided payment, a certificate of insurance will be provided to you automatically by email. A full copy of the policy wording will be provided upon request before or after the purchase of insurance. Please contact BMS Canada Risk Services Ltd. At 1-855-318-6038 or [psy.insurance@bmsgroup.com](mailto:psy.insurance@bmsgroup.com) to receive a full copy.

### Tax:

All premiums noted above are subject to applicable provincial tax: Ontario 8%, Quebec 9%, Manitoba 7%, Newfoundland 15%, and Saskatchewan 6%, other provinces are not subject to tax.

### When and How do I pay?

For full details of when and how to pay, you should contact your broker. Premiums are negotiated with the insurers annually.

### When does the coverage start and end?

Coverage starts the day that you apply for coverage, provide payment and receive a certificate of insurance. This insurance ends on the common expiry date of June 1 annually.

### How do I cancel the contract?

You can cancel this insurance within 10 days of applying for coverage unless you have made a claim on this insurance. Premiums will be fully refunded. In absence of a request for rescission during this 10 day period, premiums will be fully retained.

Please see below your obligations and claims reporting details. If this is unclear or you have any questions, please contact BMS Canada Risk Services Ltd. at 1-855-318-6038 or by email at [psy.insurance@bmsgroup.com](mailto:psy.insurance@bmsgroup.com).

### What are my obligations?

You must notify your broker:

- as soon as reasonably possible if you become aware that information you have given us is inaccurate;
  - as soon as reasonably possible if you become aware of a claim, complaint or incident that could result in a claim or complaint made against you.
  - as soon as reasonably possible if there has been a change in your material business such as: hiring other professionals, becoming a sole proprietor, leasing a space, purchasing a building, undergoing renovations, entering into a contract with a leasing company or landlord, providing services that fall outside of your scope of practice or other changes that could affect your coverage.
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- Each Insurance product is subject to review and acceptance of a fully completed application form and compliance with the terms within.
  - It is your responsibility to ensure that the amount of insurance and the coverage selection adequately reflect your business needs. If you require guidance from a licensed broker, please contact BMS for a full portfolio review.
  - If a claim for liability is made against you, you must as soon as reasonably possible forward to your broker or the claims handler.
  - You must not admit liability or offer or agree to settle any claim without the insurer's written permission.

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### **Making a complaint?**

Should you wish to make a complaint, please refer to our complaints policies and procedures found at the footer of our website under "Complaints Policy".

All applicants must confirm that any statements made in their application are accurate and complete, and acknowledges that the Insurers are relying on these statements in the issuance of any quotation, binder or policy arising out of their application. Should a policy be issued to the applicant, the application and its attachments, if any, shall form the basis of the policy and be binding on all Insureds under the policy. The applicant agrees that, if any statements made in the application change between the date of this application and the effective date of the policy, the applicant will provide written notice of such changes immediately to BMS Canada Risk Services Ltd, and BMS Canada Risk Services Ltd. reserves the right to withdraw or modify any outstanding quotation(s) or agreement(s) to bind coverage.

If you have any questions whatsoever regarding the insurance coverage, application process, claims process, or any other information listed in this document, please contact BMS Canada Risk Services Ltd. directly.

### **GENERAL CONDITIONS**

**This policy is subject to the Civil Code of the Province of Québec**

**Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.**

For all coverages except where inapplicable.

### **Notice of Claim or Loss**

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). The contacts for such notification is as follows:

Beazley Canada Limited  
First Canadian Place  
100 King Street West Suite 4530  
Toronto, Ontario M5X 1E1  
Canada  
[claims.canada@beazley.com](mailto:claims.canada@beazley.com)

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs, Business Interruption Loss and Dependent Business Loss** the **Named Insured** must notify the Underwriters via the email address listed above as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs, Business Interruption Loss and Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed 50,000, that the **Named Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**.

### **Notice of a Breach**

With respect to **Breach Response Services**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

The details for notification of a **Data Breach, Security Breach, Cyber Extortion Loss, Data Recovery Costs, Business Interruption Loss and Dependent Business Loss** are as follows:

Beazley Canada Limited  
Email: [bbrcanada@beazley.com](mailto:bbrcanada@beazley.com)  
Telephone: (844) 778-5950 (24 hours)

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Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

If the **Insured** does not give notice of a **Claim, Data Breach, Security Breach, Cyber Extortion Loss, Business Interruption Loss, Dependant Business Loss** to Underwriters in compliance with this provision then then Underwriters will have no liability under this policy in respect of such **Claim, Data Breach, Security Breach, Cyber Extortion Loss, Business Interruption Loss, Dependant Business Loss**.

### Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Insured** may give written notice of such circumstance to the Underwriters through the contacts listed above for Notice of Claim or Loss, as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

### Defence of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defence counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters and will be selected from one of the firms listed in the Information Packet.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defence of any **Claim**, subject to a maximum of 2,000 per day and 100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

### Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus sixty percent (60%) of any **Damages, Penalties and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled; and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Deductible, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

### Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above.

### Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything

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after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the Deductible. Any additional amounts recovered will be paid to the **Named Insured**.

### Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy.

### Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

### Change of Law, Unavailability of Breach Response Services

If there is a change of law, regulation or enforcement that prevents the Underwriters or its providers from providing all or part of the **Breach Response Services**, or if a provider is unable to or does not provide **Breach Response Services**, the Underwriters will make reasonable efforts to procure similar services from other sources. In such event, the maximum the Underwriters will pay for the costs of procuring and providing all **Breach Response Services**, including substitute products and services, will be no more than 10,000,000 in the aggregate for the **Policy Period**, which amount will be in addition to the **Policy Aggregate Limit of Liability**. If it is not reasonably possible for the Underwriters to procure substitute products or services, the Underwriters will not be obligated to provide such services.

### Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

### Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

### Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

### Cancellation

This Policy may be canceled by the **Named Insured** by giving written notice to the **Underwriters** through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be canceled by the **Underwriters** by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the **Underwriters** on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

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**Singular Form of a Word**

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

**Headings**

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

**Representation by the Insured**

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

**Named Insured as Agent**

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Deductibles and for receiving any return premiums.

**Service of Suit Clause**

In any action to enforce the obligations of the Insurer, the insurer can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, ON M5J 2J2

**Sanction Limitation**

The **Insurer** will not be liable to provide any cover, benefit or pay any claim under this policy to the extent that the provision of such cover, benefit or payment of such claim would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom or United States of America.