

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)

The insurer is 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 of the Business Professional liability coverage.

Separate Summary sheets are also available, providing details for cyber and privacy liability, employment practices liability, business commercial general liability, and contents/crime/business interruption.

Section One – Professional Liability and Commercial General Liability	Exclusions
<b>Abuse, molestation and sexual abuse</b>	<p>arising directly or indirectly, based upon, attributable to or in consequence of any actual or alleged verbal, physical or sexual abuse, act of molestation or physical interference of or with any person, including a <b>claim</b>:            arising directly or indirectly from <b>abuse</b> you committed or are alleged to have committed, including the transmission of disease arising out of any act of <b>abuse</b>;            ☒ based on <b>your</b> practices of <b>employee</b> hiring, acceptance of <b>volunteer workers</b> or supervision or retention of any person alleged to have committed <b>abuse</b>; or            alleging knowledge by <b>you</b> of, or failure to report, the alleged <b>abuse</b> to the appropriate authority.</p>
<b>Advertising injury</b>	<p>arising directly or indirectly from:            a) breach of contract including liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract;            b) the failure of goods, products or services to conform with advertised quality or performance;            c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;            d) advertising activities undertaken on behalf of another party by any insured engaged in the business of advertising or undertaken for a fee;            e) the oral, broadcast, telecast, online, or written publication of material whose first publication took place before the inception of the period of insurance;            f) an offence committed by <b>you</b> when <b>your business</b> is advertising, broadcasting, publishing, internet design, internet service providing or telecasting.            g) the unauthorized use of any other party's name, product, email address, domain name, metatag or similar to intentionally mislead any other party's potential customers.</p>
<b>Alcohol, Narcotics and Intoxicants</b>	<p>arising directly or indirectly from, based upon, attributable to or in consequence of <b>you</b> being under the influence of alcohol, intoxicants or narcotics.</p>
<b>Asbestos and silica</b>	<p>arising directly or indirectly from, based upon, attributable to, or in any way connected with asbestos, asbestos fibres, asbestos dust, asbestos containing materials or exposure to silica, silica products, silica fibres or silica dust other than in respect to the provision of <b>your professional services</b> for an asbestos-related disease.</p>
<b>Claims jurisdiction</b>	<p>in respect of any <b>claim</b>, judgment, award, payment, costs or expenses or settlement delivered, made or incurred outside of the <b>claims jurisdiction</b> stated in the <b>policy schedule</b> (including any enforcement action or transfer proceedings with respect to such <b>claim</b>, judgment, award, payment, costs or expenses or settlement either in whole or in part).</p>
<b>Contractual Liability</b>	<p>arising directly or indirectly, from any liability assumed under a contract or agreement or guarantee (including but not limited to an indemnity and liquidated damages) unless:</p> <ul style="list-style-type: none"> <li>- <b>you</b> have assumed a liability under contract by reason of having contracted out of the operation of proportional liability legislation; or</li> <li>- such liability would have attached in the absence of such contract or agreement.</li> </ul>

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<b>Cyber and Data Breach</b>	including any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any <b>cyber act, cyber incident or data breach</b> including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any <b>cyber act, cyber incident or data breach</b> .
<b>Damage to Products</b>	arising directly or indirectly from: <ul style="list-style-type: none"> <li>- property damage to <b>products</b> if the damage is attributed to any defect in them or to their inherent nature or unsuitability; or</li> <li>- repairing or replacing <b>products</b> as a result of <b>your</b> workmanship or <b>your</b> supervision of workmanship.</li> </ul>
<b>Damage to property</b>	arising directly or indirectly from <b>property damage</b> : <ol style="list-style-type: none"> <li>a) to property owned or occupied by or rented (except as provided for by the 'Tenant's legal liability' clause) to <b>you</b>, or to property held by <b>you</b> for sale or entrusted to <b>you</b> for storage or safekeeping;</li> <li>b) except with respect to liability under sidetrack agreements, crossing agreements, rights of way, or other like privileges pertaining to railway property, or the use of elevators or escalators at premises owned, rented to or controlled by you, to <ul style="list-style-type: none"> <li>- property while on premises owned by or rented to <b>you</b>;</li> <li>- tools or equipment while being used by <b>you</b> in performing <b>your</b> operations;</li> <li>- property in <b>your</b> custody which is to be installed, erected or used in construction by <b>you</b>;</li> <li>- that particular part of any property, not on premises owned by or rented to <b>you</b>:</li> </ul> </li> </ol> <ol style="list-style-type: none"> <li>i) upon which operations are being performed by <b>you</b> at the time the <b>property damage</b> arises out of such operations, or</li> <li>ii) out of which any <b>property damage</b> arises, or</li> <li>iii) the restoration, repair or replacement of which has been made necessary by reason of faulty workmanship thereon by or on <b>your</b> behalf; <ul style="list-style-type: none"> <li>- to that particular part of <b>your products</b> out of which <b>property damage</b> arises;</li> <li>- to that particular part of <b>your work</b> out of which <b>property damage</b> arises.</li> </ul> </li> </ol>
<b>Deductible</b>	the amount of the <b>deductible</b> as applicable and stated in the <b>policy schedule</b> .
<b>Directors and Officers and Superannuation Trustee</b>	arising directly or indirectly from, based upon, attributable to, or in consequence of <b>you</b> acting in the capacity of a director or officer of a company, association or other legal entity or in the capacity of a superannuation trustee.
<b>Dishonesty and Recklessness</b>	subject to the Dishonesty Extension, arising directly or indirectly from, based upon, attributable to or in consequence of the performance of <b>your professional services</b> that is: <ul style="list-style-type: none"> <li>- criminal, dishonest, fraudulent, malicious or reckless;</li> <li>- a deliberate breach of contract, professional duty or any law; or</li> <li>- a deliberate infringement of copyright, trademark, registered designs or patent.</li> </ul>
<b>Electronic data</b>	arising directly or indirectly to <ul style="list-style-type: none"> <li>- erasure, destruction, corruption, misappropriation, misinterpretation of <b>data</b>, or</li> <li>- erroneously creating, amending, entering, deleting or using <b>data</b></li> </ul> including any loss of use arising therefrom.
<b>Expected or intended bodily injury or property damage</b>	arising directly or indirectly to <b>bodily injury, personal injury, advertising injury or property damages</b> either expected or intended by <b>you</b> but this exclusion does not apply to <b>bodily injury</b> resulting from the use of reasonable force to protect persons or property.
<b>Financial loss</b>	arising directly or indirectly to pure financial loss not consequent upon <b>bodily injury or property damage</b> .
<b>Fungus, mould, spores</b>	arising directly or indirectly to <ol style="list-style-type: none"> <li>a) any <b>fungus</b>, mould, mildew or yeast; or</li> <li>b) any <b>spore</b> or toxins created or produced by or emanating from such <b>fungus</b>, mould, mildew or yeast; or</li> <li>c) any substance, vapour, gas or other emission or organic or inorganic body substance produced by or arising out of any <b>fungus</b>, mould, mildew or yeast; or</li> </ol>

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	<p>d) any material, product, building component, building or structure or any concentration of moisture, water or other liquid within such material, product, building component, building or structure that contains, harbours, nurtures or acts as a medium for any <b>fungus</b>, mould, mildew, yeast or <b>spore</b> or toxins emanating there from; regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, liability or <b>costs and expenses</b>.</p>
<b>General Anesthesia</b>	arising directly or indirectly from any operation or procedure carried out under general anaesthesia unless performed in a hospital.
<b>Jurisdictional Limits</b>	<p>With respect to the coverage provided under <b>Coverage A – Professional Liability</b></p> <ul style="list-style-type: none"> <li>- brought in a court of law within the territorial limits of the United States of America or its territories or protectorates; or</li> <li>- arising out of the enforcement of any judgment, order or award obtained within, or determined pursuant to the laws of the United States of America or its territories or protectorates; or</li> <li>- which <b>we</b> are prohibited from paying by law in the jurisdiction concerned.</li> </ul>
<b>Libel, Slander or Breach of Privacy</b>	<p>With respect to the coverage provided under <b>Coverage A – Professional Liability</b> caused by:</p> <ul style="list-style-type: none"> <li>a) the oral or written publication of material, declaration or interview by the media that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services.</li> <li>b) the oral or written publication of material that violates a person’s right of privacy.</li> </ul>
<b>Limit of liability</b>	exceeding the <b>limit of liability</b> stated in the <b>policy schedule</b> .
<b>Licenses</b>	arising directly or indirectly from, based upon, attributable to, or in consequence of <b>you</b> or <b>your</b> contractors actually or allegedly not being licensed, registered, or accredited to provide the <b>professional services</b> .
<b>Nuclear</b>	arising directly or indirectly from, based upon, attributable to, or in consequence of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste which is from the combustion of any nuclear fuel.
<b>Obligations to Employees</b>	<p>arising directly or indirectly from, based upon, attributable to, or in consequence of</p> <ul style="list-style-type: none"> <li>- <b>bodily injury</b> of any <b>employee</b>; or</li> <li>- damage to or destruction of any property of any <b>employee</b> including loss of use of property, arising out of, or in the course of their employment with <b>you</b>;</li> <li>- any dispute in connection with employment; or</li> <li>- any compensation that is available or would normally be available under any Employers Liability legislation or similar legislation or any obligation for which <b>you</b> or any company as its insurer may be held liable under any workers’ compensation, unemployment compensation or disability benefits law.</li> </ul>
<b>Overseas domiciled operations</b>	arising directly or indirectly to <b>your</b> subsidiary companies, branch officers or representatives with power of attorney, that are domiciled outside of <b>Canada</b> .
<b>Pollution</b>	<p>With respect to the coverage provided under <b>Coverage A – Professional Liability</b> arising directly or indirectly from, based upon, attributable to, or in consequence of the actual or alleged discharge, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkali, chemicals or waste including, but not limited to asbestos or toxic mould. Waste includes materials to be recycled, reconditioned or reclaimed.</p> <p>With respect to the coverage provided under <b>Coverage B – Commercial General Liability</b> in respect of <b>bodily injury</b>, <b>personal injury</b> or <b>property damage</b> arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of <b>pollutants</b>:</p> <ul style="list-style-type: none"> <li>a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, <b>you</b>. However, this subparagraph does not apply to:</li> </ul>

- **bodily injury** if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- **bodily injury** or **property damage** for which **you** may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your **policy** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any one insured under this **policy**, other than that additional insured; or
- **bodily injury** or **property damage** arising out of heat, smoke or fumes or the fire extinguishing substances from a hostile fire.

b) at or from any premises, site or location which is or was at any time used by or for **you** or others for the handling, storage, disposal, processing or treatment of waste, which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- **you**; or
- any person or organization for whom **you** may be legally responsible.

c) At or from any premises, site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by **you**, a contractor or subcontractor. However, this subparagraph does not apply to:

- **bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by **you** or on **your** behalf by a contractor or subcontractor;
- **bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or
- **bodily injury** or **property damage** arising out of heat, smoke or fumes or the fire extinguishing substances from a hostile fire.

d) At or from any premises, site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

e) Any **loss**, or **costs and expenses** arising out of:

- (i) any request, demand, order or statutory or regulatory requirement that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;
- (ii) **Claim** or action by or on behalf of a governmental authority for compensatory damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

However, (i) and (ii) above does not apply to liability for compensatory damages because of **property damage** that **you** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such **claim** or action by or on behalf of a governmental authority.

**Prior or Pending**

made, threatened or intimated against **you** prior to the **policy period**; or arising directly or indirectly from, based upon, attributable to, or in consequence of any fact or circumstance or **occurrence**:

- of which notice has been given, or ought reasonably to have been given, under any previous **policy**, or disclosed in a proposal form; or

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	<ul style="list-style-type: none"> <li>- of which <b>you</b> first became aware prior to the <b>policy period</b>, and which <b>you</b> knew or ought reasonably to have known had potential to give rise to a <b>claim</b> or <b>inquiry</b>.</li> </ul>
<b>Product Recall</b>	arising directly or indirectly from, or in any way involving withdrawing a good or product from sale or recalling any good or product.
<b>Refunds of Fees or Charges</b>	for return or refund of any professional fees, charges, commissions or other remuneration received by, paid by or payable to <b>you</b> .
<b>Related or Associated Entities</b>	<p>brought or maintained by or on behalf of:</p> <ul style="list-style-type: none"> <li>- you;</li> <li>- any parent company or other entity which <b>you</b> own, control or manage;</li> <li>- any successor or assign of <b>you</b>; or</li> <li>- any person who, at the time the <b>professional services</b> giving rise to the <b>claim</b> were provided, was a family member of <b>yours</b>.</li> </ul>
<b>Radioactivity</b>	<p>arising directly or indirectly from, caused by, contributed to by, or in connection with or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.</p> <p>But this exclusion does not apply to any <b>claim</b> or <b>inquiry</b> arising from the use of radium, radium compounds or radioisotopes when used away from the place where such are made or produced and used exclusively for the provision of <b>professional services</b> and in the conduct of your <b>business</b>.</p>
<b>Retroactive Date</b>	<p>arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>- the performance of <b>your professional services</b>; or</li> <li>- an occurrence;</li> </ul> <p>prior to the Retroactive Date stated in the <b>policy Schedule</b>.</p>
<b>Territorial limits</b>	With respect to the coverage provided under <b>Coverage B – Commercial General Liability</b> relating directly or indirectly to an <b>occurrence</b> outside the <b>territorial limits</b> including any contract or arising from the <b>business</b> carried out from <b>your</b> offices situated outside the <b>territorial limits</b> .
<b>Terrorism</b>	<p>arising directly or indirectly from, based upon, attributable to, or in consequence of any actual or alleged act of <b>terrorism</b> or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged act of <b>terrorism</b>.</p> <p>This exclusion operates in connection with any act of <b>terrorism</b> regardless of any other cause or event and regardless of the sequence of the act of <b>terrorism</b> and the other cause or event.</p>
<b>Trading Debts</b>	arising directly or indirectly from, based upon, attributable to, or in consequence of any trading debt, liability or losses incurred by <b>you</b> or any guarantee given by <b>you</b> for a debt or <b>your</b> insolvency, administration, receivership or bankruptcy.
<b>Vehicles</b>	<p>arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>- the ownership, possession or use by <b>you</b> or on <b>your</b> behalf of any motor vehicle or trailer for which compulsory insurance is required by law, other than that arising from damage to any motor vehicle or trailer temporarily in <b>your</b> custody or control for the purpose of parking; or</li> <li>- ownership, possession or use by or on <b>your</b> behalf of any aircraft, watercraft or hovercraft, other than that arising from the emergency transportation of any patient accompanied by <b>you</b> with respect to the coverage provided under <b>Coverage A – Professional Liability</b>.</li> </ul>
<b>War</b>	arising directly or indirectly from, based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government, public or local authority.