

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 and contents/crime/business interruption.

Coverage Restrictions	
Bodily Injury and Property Damage	<ol style="list-style-type: none"> 1. physical injury, sickness, disease, or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease, or death; or 2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;
Trade Practices and Antitrust	<p>any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability ensuring agreement), or false or deceptive or misleading advertising or violation of the Competition Act, or any similar law or legislation; but this exclusion will not apply to:</p> <ol style="list-style-type: none"> 1. the Breach Response insuring agreement; or 2. coverage for a Data Breach or Security Breach, provided no member of the Control Group participated or colluded in such Data Breach or Security Breach;
Gathering or Distribution of Information	<ol style="list-style-type: none"> 1. the unlawful collection or retention of Personally Identifiable Information or other personal information by or on behalf of the Insured Organization; but this exclusion will not apply to Claims Expenses incurred in defending the Insured against allegations of unlawful collection of Personally Identifiable Information; or 2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping,

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	<p>recording or telemarketing is done by or on behalf of the Insured Organization; but this exclusion will not apply to Claims Expenses incurred in defending the Insured against allegations of unlawful audio or video recording.</p>
<p>Prior Known Acts & Prior Noticed Claims</p>	<ol style="list-style-type: none"> 1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the Control Group on or before the Continuity Date knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a Claim or Loss. 2. any Claim, Loss, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement.
<p>Racketeering, Benefit Plans, Employment Liability & Discrimination</p>	<ol style="list-style-type: none"> 1. any actual or alleged violation of any racketeering law or legislation (including any order, ruling or regulation issued pursuant thereto), whether such law is statutory, regulatory, or common law. 2. 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. 3. 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; or 4. any actual or alleged discrimination. <p>but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability ensuring agreement that results from a Data Breach; provided no member of the Control Group participated or colluded in such Data Breach;</p>
<p>Sale or Ownership of Securities & Violation of Securities Laws</p>	<ol style="list-style-type: none"> 1. the ownership, sale, or purchase of, or the offer to sell or purchase stock or other securities; or 2. an actual or alleged violation of a securities law or regulation;
<p>Criminal, Intentional or Fraudulent Acts</p>	<p>any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an Insured, or by others if the Insured colluded or participated in any such conduct or activity; but this exclusion will not apply to:</p>

	<ol style="list-style-type: none"> 1. Claims Expenses incurred in defending any Claim alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or 2. with respect to a natural person Insured, if such Insured did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such Claim or Loss. <p>For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the Control Group will be imputed to the Insured Organization;</p>
<p>Patent, Software Copyright, Misappropriation of Information</p>	<ol style="list-style-type: none"> 1. infringement, misuse or abuse of patent or patent rights. 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 past, present or future employee, director, officer, partner, or independent contractor of the Insured Organization; or 3. use or misappropriation of any ideas, trade secrets or Third-Party Information (i) by, or on behalf of, the Insured Organization, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the Control Group;
<p>Governmental Actions</p>	<p>a Claim brought by or on behalf of any national, federal, provincial, territorial, or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;</p>
<p>Other Insureds & Related Enterprises</p>	<p>a Claim made by or on behalf of:</p> <ol style="list-style-type: none"> 1. any Insured; but this exclusion will not apply to a Claim made by an individual that is not a member of the Control Group under the Data & Network Liability ensuring agreement, or a Claim made by an Additional Insured; or 2. any business enterprise in which any Insured has greater than 15% ownership interest or made by any parent

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	company or other entity which owns more than 15% of the Named Insured
Trading Losses, Loss of Money & Discounts	<ol style="list-style-type: none"> 1. any trading losses, trading liabilities or change in value of accounts. 2. any loss, transfer or theft of monies, securities or tangible property of the Insured or others in the care, custody or control of the Insured Organization. 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; or 4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount. <p>but this exclusion will not apply to coverage under the e-Crime insuring agreement;</p>
Media-Related Exposures	<p>with respect to the Media Liability insuring agreement:</p> <ol style="list-style-type: none"> 1. any contractual liability or obligation; but this exclusion will not apply to a Claim for misappropriation of ideas under implied contract. 2. the actual or alleged obligation to make licensing fee or royalty payments; 3. any costs or expenses incurred or to be incurred by the Insured or others for the reprinting, reposting, recall, removal or disposal of any Media Material or any other information, content or media, including any media or products containing such Media Material, information, content or media; 4. any Claim brought by or on behalf of any intellectual property licensing bodies or organizations. 5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates,

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	<p>or the failure of any goods or services to conform with any represented quality or performance;</p> <ol style="list-style-type: none"> 6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or 7. any Claim made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in Media Material or services provided by such independent contractor, joint venturer or venture partner;
<p>War and Civil War</p>	<p>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 nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to Cyber Terrorism.</p> <p>For purposes of this exclusion, “Cyber Terrorism” means the premeditated use of disruptive activities, or threat to use disruptive activities, against any computer system or network with the intention to cause harm, further social, ideological, religious, political, or similar objectives, or to intimidate any person(s) or entity(ies) in furtherance of such objectives.</p>
<p>Professional Services</p>	<p>any act, error or omission, or any breach of contract in rendering or failure to render Professional Services.</p> <p>For purposes of this exclusion, “Professional Services” means services performed for, or products sold, leased or otherwise provided to, others by or on behalf of the Insured Organization.</p>
<p>First Party Loss</p>	<p>with respect to the First Party Loss insuring agreements:</p> <ol style="list-style-type: none"> 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that

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which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat.

3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or another physical event.