

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 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 Professional liability and Commercial General Liability coverage.

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

Section One – Professional Liability and Commercial General Liability	Exclusions
Abuse, molestation and sexual abuse	<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 claim:</p> <p>arising directly or indirectly from abuse you committed or are alleged to have committed, including the transmission of disease arising out of any act of abuse;</p> <p>☒ based on your practices of employee hiring, acceptance of volunteer workers or supervision or retention of any person alleged to have committed abuse; or</p> <p>alleging knowledge by you of, or failure to report, the alleged abuse to the appropriate authority.</p>
Advertising injury	<p>arising directly or indirectly from:</p> <p>a) breach of contract including liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract;</p> <p>b) the failure of goods, products or services to conform with advertised quality or performance;</p> <p>c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;</p> <p>d) advertising activities undertaken on behalf of another party by any insured engaged in the business of advertising or undertaken for a fee;</p> <p>e) the oral, broadcast, telecast, online, or written publication of material whose first publication took place before the inception of the period of insurance;</p> <p>f) an offence committed by you when your business is advertising, broadcasting, publishing, internet design, internet service providing or telecasting.</p> <p>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>
Alcohol, Narcotics and Intoxicants	<p>arising directly or indirectly from, based upon, attributable to or in consequence of you being under the influence of alcohol, intoxicants or narcotics.</p>
Asbestos and silica	<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 dilica dust other than in respect to the provision of your professional services for an asbestos-related disease.</p>
Claims jurisdiction	<p>in respect of any claim, judgment, award, payment, costs or expenses or settlement delivered, made or incurred outside of the claims jurisdiction stated in the policy schedule (including any enforcement action or transfer proceedings with respect to such claim, judgment, award, payment, costs or expenses or settlement either in whole or in part).</p>
Contractual Liability	<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"> - you have assumed a liability under contract by reason of having contracted out of the operation of proportional liability legislation; or - such liability would have attached in the absence of such contract or agreement.

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

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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 fungus, mould, mildew, yeast or spore 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 costs and expenses.</p>
General Anesthesia	arising directly or indirectly from any operation or procedure carried out under general anaesthesia unless performed in a hospital.
Jurisdictional Limits	<p>With respect to the coverage provided under Coverage A – Professional Liability</p> <ul style="list-style-type: none"> - brought in a court of law within the territorial limits of the United States of America or its territories or protectorates; or - 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 - which we are prohibited from paying by law in the jurisdiction concerned.
Libel, Slander or Breach of Privacy	<p>With respect to the coverage provided under Coverage A – Professional Liability caused by:</p> <p>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. b) the oral or written publication of material that violates a person’s right of privacy.</p>
Limit of liability	exceeding the limit of liability stated in the policy schedule .
Licenses	arising directly or indirectly from, based upon, attributable to, or in consequence of you or your contractors actually or allegedly not being licensed, registered, or accredited to provide the professional services .
Nuclear	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.
Obligations to Employees	<p>arising directly or indirectly from, based upon, attributable to, or in consequence of</p> <ul style="list-style-type: none"> - bodily injury of any employee; or - damage to or destruction of any property of any employee including loss of use of property, arising out of, or in the course of their employment with you; - any dispute in connection with employment; or - any compensation that is available or would normally be available under any Employers Liability legislation or similar legislation or any obligation for which you or any company as its insurer may be held liable under any workers’ compensation, unemployment compensation or disability benefits law.
Overseas domiciled operations	arising directly or indirectly to your subsidiary companies, branch officers or representatives with power of attorney, that are domiciled outside of Canada .
Pollution	<p>With respect to the coverage provided under Coverage A – Professional Liability 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 Coverage B – Commercial General Liability in respect of bodily injury, personal injury or property damage arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:</p> <p>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, you. However, this subparagraph does not apply to:</p>

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- **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"> - of which you first became aware prior to the policy period, and which you knew or ought reasonably to have known had potential to give rise to a claim or inquiry.
Product Recall	arising directly or indirectly from, or in any way involving withdrawing a good or product from sale or recalling any good or product.
Refunds of Fees or Charges	for return or refund of any professional fees, charges, commissions or other remuneration received by, paid by or payable to you .
Related or Associated Entities	<p>brought or maintained by or on behalf of:</p> <ul style="list-style-type: none"> - you; - any parent company or other entity which you own, control or manage; - any successor or assign of you; or - any person who, at the time the professional services giving rise to the claim were provided, was a family member of yours.
Radioactivity	<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 claim or inquiry 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 professional services and in the conduct of your business.</p>
Retroactive Date	<p>arising directly or indirectly from:</p> <ul style="list-style-type: none"> - the performance of your professional services; or - an occurrence; <p>prior to the Retroactive Date stated in the policy Schedule.</p>
Territorial limits	With respect to the coverage provided under Coverage B – Commercial General Liability relating directly or indirectly to an occurrence outside the territorial limits including any contract or arising from the business carried out from your offices situated outside the territorial limits .
Terrorism	<p>arising directly or indirectly from, based upon, attributable to, or in consequence of any actual or alleged act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged act of terrorism.</p> <p>This exclusion operates in connection with any act of terrorism regardless of any other cause or event and regardless of the sequence of the act of terrorism and the other cause or event.</p>
Trading Debts	arising directly or indirectly from, based upon, attributable to, or in consequence of any trading debt, liability or losses incurred by you or any guarantee given by you for a debt or your insolvency, administration, receivership or bankruptcy.
Vehicles	<p>arising directly or indirectly from:</p> <ul style="list-style-type: none"> - the ownership, possession or use by you or on your 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 your custody or control for the purpose of parking; or - ownership, possession or use by or on your behalf of any aircraft, watercraft or hovercraft, other than that arising from the emergency transportation of any patient accompanied by you with respect to the coverage provided under Coverage A – Professional Liability.
War	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.