

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)

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 insurance company is Ecclesiastical Insurance # 2700011910. 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, deductibles and exclusions. These are detailed in the policy wording(s). A copy is available on request.

What is this type of insurance?

This summary provides details for Contents, Crime, Business Interruption & Equipment Breakdown. A separate Summary sheet is available for Individual Professional Liability and Commercial General Liability, Business Commercial General Liability, Business Professional Liability, Cyber Security & Privacy Liability and Employment Practices Liability and more.

Commercial Property Policy

Property Excluded

This policy does not insure loss of or damage to:

- a) sewers, drains or water mains located beyond the outside bearing walls or foundations of the building. This exclusion does not apply to loss or damage caused directly by Named Perils;
- b) property at locations which, to your knowledge, are vacant, unoccupied, or shut down for more than 30 consecutive days;
- c) electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion as described in Named Perils;
- d) money, cash cards, digital currency, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, or evidence of debt or title;
- e) furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, or precious and semi-precious stones. This exclusion does not apply to any loss or damage caused directly by Named Perils;
- f) vehicles licensed for use on public roads, motorcycles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property. This exclusion shall not apply to unlicensed vehicles or unlicensed trailers used in your business when on the premises;
- g) property insured under the terms of any marine insurance, and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
- h) property from the time of leaving your custody if it is:
 - a. loaned or rented or leased to others; or
 - b. sold by you under conditional sale or installment payment or other deferred payment plan.This exclusion h. does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk;
- i) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
- j) any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use); caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use. This exclusion j. does not apply to:
 - manually portable gas cylinders;
 - explosion of natural, coal or manufactured gas;
 - explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;
- k) animals, fish or birds. This exclusion does not apply to loss or damage caused directly by Named Perils or by theft or attempted theft;
- l) growing plants, trees, shrubs or flowers, all while outside the building;
- m) transmission and distribution lines;
- n) roadways, walkways, parking lots or other exterior paved surfaces;
- o) land (including underlying soil), water and any other substance in or on land;
- p) bridges and tunnels (when not part of a building or structure), dams, dikes, piers, wharves, docks or bulkheads;
- q) contents while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of contents. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion as described in Named Perils;
- r) numismatic property or stamps including philatelic property;

Perils Excluded

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This policy does not insure against loss or damage caused directly or indirectly:

a. in whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from fire protective equipment, all as described in Named Perils;

b. in whole or in part by flood, including surface water, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, or leakage from fire protective equipment, all as described in Named Perils;

c. 1. by the backing up or overflow of water/sewage from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by a peril not otherwise excluded in this policy;
2. by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by a peril not otherwise excluded in this policy;
3. by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings, unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this policy;
4. by the entrance of water or natural precipitation diffused over the surface of the roof, unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this policy;

d. 1. by dampness or dryness of atmosphere;
2. by changes in or extremes of temperature, freezing or heating;
3. by total or partial interruption to the supply of electricity, water, gas or steam. This exclusion d. does not apply to:
a) loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in paragraph j. of Clause 1. Property Excluded;
b) damage to pipes caused directly by freezing, unless such pipes are excluded in paragraph j. of Clause 1 Property Excluded;

e. 1. by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in flavour or colour or texture or finish;
2. by contamination;
3. by marring, scratching or crushing. This exclusion e. does not apply to loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in paragraph j. of Clause 1. Property Excluded;

f. by smoke from agricultural smudging or industrial operations;

g. by insects, rodents, bats, raccoons, skunks, vermin or other animals. This exclusion does not apply to loss or damage caused directly by a peril not excluded elsewhere in this policy;

h. by delay, loss of market, or loss of use or occupancy;

i. in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

j. by any weapon of war or mass destruction, employing biological or chemical warfare, atomic fission, atomic fusion, radioactive force or radioactive material, whether in time of peace or war, regardless of who commits the act. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

k. by misappropriation, secretion, conversion, infidelity or any dishonest or criminal act committed by you or any agent of yours, or any person to whom the property may be entrusted (bailees for hire excepted), acting alone or in collusion with others. This exclusion does not apply to physical damage caused directly or indirectly by your employees, which results from a peril otherwise insured and not excluded under this policy;

l. by centrifugal force, mechanical or electrical breakdown or derangement, in or on the premises. This exclusion does not apply to loss or damage caused directly by resultant fire; m. by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by a peril not otherwise excluded in this policy;

m. by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by a peril not otherwise excluded in this policy;

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n. 1. by any nuclear incident (as defined in any nuclear liability act, law or statute, or any law amendatory thereof) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas, all as described in Named Perils;
2. by contamination by radioactive material;

o. by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from fire protective equipment, all as described in Named Perils;

p. by explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:

1. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;

2. piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

3. other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;

4. moving or rotating machinery or its parts;

5. any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other property insured that has been damaged by such explosion;

6. gas turbines.

This exclusion p. does not apply to loss or damage caused by resultant fire;

q. from disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning;

r. from programming errors or faulty machine instructions;

s. from the suspension, lapse or cancellation of any lease, license, contract or order;

t. by the dumping of pollutants at the premises;

u. resulting from any illegal substance activity regardless of your knowledge of or ability to control such activity;

v. proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;

w. by breakage of glassware, statuary, marbles, bric-a-brac, porcelains, and other fragile articles unless caused directly by a peril insured;

x. from any repair, restoration or retouching process.

Additional Exclusions

a. Fungi and Spores Exclusion. This policy does not insure:

1. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any fungi or spores unless such fungi or spores are directly caused by or directly resulting from fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, windstorm or hail, leakage from fire protective equipment, earthquake, tsunami, sewer back-up, flood, freeze or weight of snow, and the loss or damage is not otherwise excluded in this policy;

2. the cost or expense for testing, monitoring, evaluating or assessing of fungi or spores. In the event that the language of this Fungi and Spores Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

b. Data Exclusion

1. This policy does not insure data.

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2. This policy does not insure loss or damage caused directly or indirectly by a data problem. This exclusion b. does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from fire protective equipment, all as described in Named Perils. In the event that the language of this Data Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

c. Terrorism Exclusion

This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism, from any cause whatsoever. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect. In the event that the language of this Terrorism Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

d. Pollution Exclusion

This policy does not insure:

1. loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants, nor the cost or expense of any resulting clean up.
2. cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, dumping, emission, dispersal, seepage, leakage, migration, release or escape of pollutants. In the event that the language of this Pollution Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

e. Communicable Disease Exclusion

1. This policy, subject to all applicable terms, conditions, and exclusions, covers losses attributable to direct physical loss or direct physical damage occurring during the policy period. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any actual or alleged loss, damage, claim, cost, expense, sum or other amount, directly or indirectly arising out of, contributed to by, resulting from or attributable to, or occurring concurrently or in any sequence with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

2. For the purposes of this exclusion e., loss, damage, claim, cost, expense, sum, or other amount includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test:

- a) for a communicable disease, or
- b) any property insured hereunder that is affected by such communicable disease.

In the event that the language of this Communicable Disease Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

f. Cyber Loss Exclusion

This policy does not insure any:

1. cyber loss; or
2. loss or damage, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any computer system data, including any amount pertaining to the value of such computer system data. This exclusion f. applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect. If a cyber act or cyber incident results in fire or explosion, we will indemnify you for the direct physical loss or direct physical damage to property insured caused by that resulting fire or explosion. In the event that the language of this Cyber Loss Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

g. Asbestos Removal Exclusion

This policy does not insure asbestos removal, except with respect to asbestos that is part of property insured that incurs direct physical loss or direct physical damage caused by a peril insured at the premises.

h. Other Excluded Losses

This policy does not insure:

- 1) a) wear and tear;
- b) rust or corrosion;
- c) gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion 1) applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for physical loss or damage caused by an ensuing covered peril;

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- 2) the cost of making good:
- a) faulty or improper material;
 - b) faulty or improper workmanship;
 - c) faulty or improper design.

This exclusion 2) applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for physical loss or damage caused by an ensuing covered peril;

3) mysterious disappearance, or shortage of contents disclosed on taking inventory.

Business Interruption - Exclusions

1. Exclusions

This Business Interruption policy follows the property and perils excluded as stated in Clauses 1. Property Excluded, 2. Perils Excluded and 3. Additional Exclusions of Commercial Property Policy (Part 1A), Section 2 - Exclusions (including any endorsements thereto and other forms which are part thereof).

2. Additional Exclusions

We shall not be liable for:

- a. the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing;
- b. any increase of loss directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings;
- c. any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the premises interfering with rebuilding, repairing, or replacing the property damaged or destroyed or the resumption or continuation of business or free access to or control of the premises or due to the action of sympathetic strikers elsewhere;
- d. loss due to fines or damages for breach of contract, for late or non-completion of orders or for any penalties of whatever nature;
- e. loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect your income after the period following any loss during which indemnity is payable;
- f. loss due to the shut-down, closure or interruption of business from any and all events or perils where there is no physical loss or damage to the premises;
- g. any extra expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the period of restoration.

Comprehensive Crime Policy e

1. Exclusions

This policy does not apply:

- a. to loss due to any fraudulent, dishonest or criminal act committed by you or any of your partners, whether acting alone or in collusion with others;
- b. under Insuring Agreement a. Employee Dishonesty, to loss, or that part of any loss, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;
- c. to loss due to any fraudulent, dishonest or criminal act committed by an employee, director, trustee or authorized representative of yours, while in your regular service or otherwise, and whether acting alone or in collusion with others, except when covered under Insuring Agreement a. Employee Dishonesty;
- d. to loss or damage caused directly or indirectly in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- e. to loss or damage caused directly or indirectly by:
 - 1) any nuclear incident (as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof) or nuclear explosion; or
 - 2) contamination by radioactive material;
- f. under Insuring Agreements b. Loss Inside the Premises and c. Loss Outside the Premises, to loss:
 - 1) resulting from the giving or surrendering of money or securities in any exchange or purchase; or
 - 2) resulting from accounting or arithmetical errors or omissions; or
 - 3) of manuscripts, books of account or records;
- g. under Insuring Agreement b. Loss Inside the Premises, to loss of money contained in any coin operated device or vending machine, unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein;
- h. under Insuring Agreement c. Loss Outside the Premises, to loss of insured property while in the custody of any armored motor vehicle company, unless such loss is in excess of the amount recovered or received by you under:
 - 1) your contract with said armored motor vehicle company;

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- 2) insurance carried by said armored motor vehicle company for the benefit of users of its service; and
- 3) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service, and then this policy shall cover only such excess;
- i. under Insuring Agreements b. Loss Inside the Premises and c. Loss Outside the Premises, to loss resulting from fire, however caused, except for loss of or damage to money and securities and loss from damage to a safe or vault;
- j. to loss of or damage to money, securities and other property after it has been transferred or surrendered to a person or place outside the premises or banking premises on the basis of unauthorized instructions as a result of a threat to do:
 - 1) bodily harm to any person; or
 - 2) damage to the premises or property owned by you, or held by you, in any capacity; provided, however, this exclusion does not apply:
 - a) to Insuring Agreement a. Employee Dishonesty if coverage is afforded thereunder;
 - b) under Insuring Agreement c. Loss Outside the Premises, if coverage is afforded thereunder, to loss of money, securities or other property while being conveyed by a messenger if you had no knowledge of any such threat at the time the conveyance was initiated; or
 - c) under Insuring Agreement c. Loss Outside the Premises, if coverage is afforded thereunder, to loss of money, securities or other property while being conveyed by a messenger if you had knowledge of any such threat at the time the conveyance was initiated, but the loss was not related to the threat.
 - k. to the defense of any legal proceeding brought against you, or to fees, costs or expenses incurred or paid by you in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to you covered by this policy, except as may be specifically stated to the contrary in this policy;
 - l. to potential income, including but not limited to interest and dividends, not realized by you because of a loss covered under this policy;
 - m. to payment of damages of any type for which you are legally liable, except compensatory damages arising directly from a loss covered under this policy;
 - n. to payment of costs, fees or other expenses incurred by you in establishing the existence of, or amount of loss covered under this policy;
 - o. under Insuring Agreement b. Loss Inside the Premises, to loss of money, securities and other property which has been transferred by any computer to a person or to a place outside the covered premises on the basis of unauthorized electronic instructions;
 - p. under Insuring Agreement b. Loss Inside the Premises, to loss resulting from you, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

2. Additional Exclusions

a. Data Exclusion

- 1) This policy does not insure data.
- 2) This policy does not insure loss or damage caused directly or indirectly by a data problem.

In the event that the language of this Data Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

b. Fungi and Spores Exclusion. This policy does not insure:

- 1) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any fungi or spores unless such fungi or spores are directly caused by or directly resulting from fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, windstorm or hail, leakage from fire protective equipment, earthquake, tsunami, sewer back-up, flood, freeze or weight of snow, and the loss or damage is not otherwise excluded in this policy; or
- 2) the cost or expense for testing, monitoring, evaluating or assessing of fungi or spores. In the event that the language of this Fungi and Spores Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

c. Pollution Exclusion. This policy does not insure:

- 1) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants, nor the cost or expense of any resulting clean up; or
- 2) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, dumping, emission, dispersal, seepage, leakage, migration, release or escape of pollutants. In the event that the language of this Pollution Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

d. Terrorism Exclusion. This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism, from any cause whatsoever. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect. In the event that the language of this Terrorism Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

e. Cyber Loss Exclusion. This policy does not insure any:

- 1) cyber loss; or
- 2) loss or damage, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any computer system data, including any amount pertaining to the value of such

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