

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 insurance for psychology professionals.

Separate Summary sheets are also available, providing details for cyber and privacy liability, 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).

Section One – Professional Liability and Commercial General Liability	Exclusions
Professional Liability	
Intentional Acts	Claims arising out of injury, expected or intended from the standpoint of the Insured Dishonesty, fraudulent or criminal act by an insured or willful violation
Abuse	Actual or threatened abuse unless insured is found not guilty
Claims resulting from Property	Damages caused to property in the care, custody or control of the Insured or property over which the Insured is for any purpose exercising control.
Publication of materials	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.
Vehicles	Damages arising from the use of automobile, or other motorized vehicles
Contractual Liability	Liability assumed under contract
Existing Claims	Claims made against the insured prior to the commencement of the policy period
Toxins	Fungus, Spores, vapor gas, material product building components
Nuclear Risks	
Pollution	Seepage, discharge, escape of pollutants and related testing, clean up or detoxification
Asbestos	
War, invasion, foreign enemy or terrorism	
Commercial General Liability	
Abuse, molestation and sexual abuse	Includes failure to report and retention of any personnel alleged to have committed abuse
Advertising Injury	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 the insured whose business is advertising, broadcasting, publishing, internet design, internet service providing or telecasting.

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	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.
Aircraft, automobile or other vehicles	any loss, liability or defense costs relating directly or indirectly to bodily injury, personal injury or property damage in respect of the ownership, use, operation, loading or unloading by or on behalf of any insured
Claims jurisdiction	any loss, liability or defense costs in respect of any claim, judgment, award, payment, costs or expenses or settlement delivered, made or incurred outside of the claim jurisdiction
Contractual Liability	With the exception of liability that the insured would have in the absence of the contract
Owned Property	Damage to property in the insured's ownership, care, custody or control
Electronic Data	Erasure, destruction, corruption, amendment of data
Worker's Compensation	Injury to an employee that can be compensated through normal employer liability legislation
Employment practices	Refusal to hire, wrongful termination, harassment, discrimination
Intentional Injury	Intentional bodily injury or property damage
Financial Loss	Pure financial loss not consequent upon bodily injury or property damage
Fungus, mold and spores	
Limit of Liability	Amounts exceeding the limit of liability
Nuclear Risks	
Overseas Domiciled Operations	Any loss resulting from premises domiciled outside of Canada
Pollution	Includes hostile fire
Product Recall	Includes loss of use, withdrawal, recall disposal, removal repair, adjustment of insured's product, work or impaired property
War and Terrorism	
Sanction Limitation	
Asbestos and Silica	