



**XL SPECIALTY INSURANCE COMPANY**

**DESIGN PROFESSIONAL GROUP  
100 King Street West, Suite 3020  
Toronto, (Ontario) M5X 1C9**

**DECLARATIONS**

**POLICY NUMBER  
DPX 9969412**

**For purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of XL Specialty Insurance Company's insurance business in Canada.**

THIS POLICY CONTAINS PROVISIONS WHICH MAY LIMIT THE AMOUNT PAYABLE

Item 1	Named Insured:	As per Endorsement 1
Item 2	Mailing Address:	As per Endorsement 1
Item 3	Policy Period:	
	Effective Date:	March 31, 2022
	Expiration Date:	March 31, 2023 (12:01 a.m. Local Time at the above mailing address)
Item 4	Limits of Insurance:	
	Each Claim	\$250,000
	Aggregate per Project	\$500,000
	Policy Aggregate	\$20,000,000
Item 5	Deductible:	\$NIL Each Claim
Item 6	Premium:	\$677,979
Item 7	Anniversary Date:	March 31, 2002
Item 8	On the date of issue, this policy consists of this Declarations, EC(E)DEC(04/21), Professional Liability Insurance Policy, EC(E)(03/22) and Endorsements listed here: Endorsement 1, Named Insured, Endorsement 2, Cyber Network Security Coverage, Endorsement 3, Disciplinary, Regulatory or Administrative Expense Reimbursement, Endorsement 4, Sanction Limitation and Exclusion Clause	

**PLEASE READ THIS POLICY AND ANY ENDORSEMENTS CAREFULLY AND DISCUSS WITH YOUR INSURANCE BROKER.**

Issued and Countersigned at **Toronto, Ontario** this 30 day of March 2022.

A handwritten signature in black ink, appearing to read "Renato". The signature is written in a cursive style with a large initial 'R'.

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Authorized Representative of the Company

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It is agreed that Declarations, Item 1, Named Insured, includes all MEMBERS in good standing of:

**MEMBERS of:** Association of Professional Engineers and Geoscientists of Alberta (APEGA)  
1500 Scotia One, Tower 1  
10060 Jasper Avenue NW  
Edmonton, Alberta T5J 4A2  
Attention: Registrar and Chief Executive Officer  
Telephone: (780) 426-3990  
Fax: (780) 426-1877

Engineers and Geoscientist British Columbia  
200 – 4010 Regent Street  
Burnaby, British Columbia V5C 6N2  
Attention: Chief Executive Officer  
Telephone: (604) 430-8035  
Fax: (604) 430-8085

Engineers Geoscientists Manitoba  
870 Pembina Highway  
Winnipeg, Manitoba R3M 2M7  
Attention: CEO & Registrar  
Telephone: (204) 474-2736  
Fax: (204) 474-5960

Engineers and Geoscientists New Brunswick  
183 Hanwell Road  
Fredericton, New Brunswick E3B 2R2  
Attention: Chief Executive Officer  
Telephone: (506) 458-8083  
Fax: (506) 451-9629

Professional Engineers and Geoscientists Newfoundland and Labrador (PEGNL)  
Suite 203, Baine Johnston Centre  
10 Fort William Place,  
St. John's, Newfoundland A1C 1K4  
Attention: COO & Deputy Registrar  
Telephone: (709) 753-7714  
Fax: (709) 753-6131

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Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists (NAPEG)  
201, 4817 49<sup>th</sup> Street  
Yellowknife, Northwest Territories X1A 3S7  
Attention: Executive Director  
Telephone: (867) 920-4055  
Fax: (867) 873-4058

Engineers Nova Scotia  
1355 Barrington Street  
Halifax, Nova Scotia B3J 1Y9  
Attention: Chief Executive Officer & Registrar  
Telephone: (902) 429-2250  
Fax: (902) 423-9769

Engineers PEI  
135 Water Street  
Charlottetown, Prince Edward Island C1A 1A8  
Attention: Executive Director & Registrar  
Telephone: (902) 566-1268  
Fax: (902) 566-5551

Association of Professional Engineers and Geoscientists of Saskatchewan (APEGS)  
300 - 4581 Parliament Avenue  
Regina, Saskatchewan S4W 0G3  
Attention: Executive Director & Registrar  
Telephone: (306) 525-9547  
Fax: (306) 525-0851

Engineers Yukon  
312B Hanson Street  
Whitehorse, Yukon Y1A 1Y6  
Attention: Executive Director  
Telephone: (867) 667-6727  
Fax: (867) 668-2142

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Professional Geoscientists Ontario (PGO)  
25 Adelaide Street East, Suite 1100  
Toronto, Ontario M5C 3A1  
Attention: Executive Director & Chief Executive Officer  
Telephone: (416) 203-2746  
Fax: (416) 203-6181

Ordre des géologues du Québec (OGQ)  
500, rue Sherbrooke ouest  
Bureau 900  
Montréal, Québec H3A 3C6  
Attention : Directeur général et Secrétaire  
Telephone: 514-278-6220  
Fax: 514-844-7556

Association of Professional Geoscientists of Nova Scotia (APGNS)  
181 Hescott Street  
Elmsdale, Nova Scotia B2S 1L9  
Attention: Executive Director & Registrar  
Telephone: (902) 420-9928  
Fax: (902) 482-5039

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We will pay those sums that you become legally obligated to pay as damages as a result of any CLAIMS arising out of a **NETWORK SECURITY COMPROMISE** arising out of your PROFESSIONAL SERVICES that either:

- a. causes a **NETWORK BREACH**; or
- b. prevents a third party that is authorized to do so from gaining access to a NETWORK;

For the purpose of this coverage the following **DEFINITIONS** apply:

**NETWORK** means a connected system or computing hardware, software, firmware and associated electronic components under the ownership, operation or control of, or leased, by you.

**NETWORK BREACH** means:

1. The alleged or actual **UNAUTHORIZED ACCESS** to a NETWORK that results in:
  - a. the destruction, deletion or corruption of electronic data on a NETWORK;
  - b. a **DATA BREACH** from a NETWORK;
  - c. denial of service attacks against Internet sites or computers;
  - d. **PERSONAL INJURY**; or
2. Transmission of **MALICIOUS CODE** from a NETWORK

A series of continuing **NETWORK BREACHES** or related, repeated or similar **NETWORK BREACHES** shall be considered a single NETWORK BREACH and be deemed to have occurred at the time of the first such **NETWORK BREACH**.

**DATA BREACH** means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a NETWORK. **DATA BREACH** does not include the unauthorized taking, acquisition, obtaining, use or disclosure of **PERSONALLY IDENTIFIABLE INFORMATION**.

**MALICIOUS CODE** means any unauthorized, corrupting or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.

**NETWORK SECURITY COMPROMISE** means an actual or alleged negligent act, error or omission by you arising out of our Professional Services in managing the security of a NETWORK.

Effective March 31, 2022 Policy No. DPX 9969412**PERSONALLY IDENTIFIABLE INFORMATION** means:

1. Personal information as defined in the federal Personal Information Protection and Electronic Documents Act (PIPEDA) as amended, and in equivalent provincial and territorial legislation, concerning the individual;
2. Personal health information as defined in PIPEDA, the Personal Health Information Protection Act (Ontario) as amended and equivalent legislation in other provinces and territories, concerning the individual;
3. Information, whether printed or digital, encrypted or unencrypted, in your or outsourced provider's care, custody or control, that singularly or in combination can uniquely identify an individual, including but not limited to such information as name, Social Insurance number, address, birth date, physical characteristics, IP address, biometric record, unique mobile device identifier, geo-location data, mobile telephone number, email address, user name, text message or email, call log, contacts and address book entries, financial or payment information, health or medical information, photos or videos or internet browsing history; or
4. Other personal information about the individual that is protected under any provincial, territorial, federal or foreign statute or regulation.

However, **PERSONALLY IDENTIFIABLE INFORMATION** does not include any information that is lawfully available to the general public.

**UNAUTHORIZED ACCESS** means the use of or access to a **NETWORK** by a person unauthorized by you to do so, or the authorized use of or access to a **NETWORK** in a manner not authorized by you.

For the purpose of this coverage the following **EXCLUSION** apply:

1. any CLAIM based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the failure to install available software product updates and releases, including security-related software patches, to computers and other components of a **NETWORK**.
2. any CLAIM based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged failure or malfunction of electrical or telecommunications infrastructure or services, power interruptions, surges, brownouts or blackouts, unless under your operational control.

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3. any CLAIM based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide or other act of God.
4. any CLAIM based upon or arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use



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Section B. Clause 3. **DISCIPLINARY, REGULATORY OR ADMINISTRATIVE EXPENSE REIMBURSEMENT** is deleted in its entirety and replaced as follows:

**3. DISCIPLINARY, REGULATORY OR ADMINISTRATIVE EXPENSE REIMBURSEMENT**

We will reimburse you, upon written request, for reasonable legal fees and expenses incurred by you in responding to any Federal, Provincial, or Municipal disciplinary, regulatory or administrative action commenced directly against you during the policy period and reported to us, in writing, during the policy period, provided that the action arises out PROFESSIONAL SERVICES performed by you or alleged to have been performed by you prior to the end of the policy period. The maximum we will pay pursuant to this coverage is \$30,000 for all such actions commenced against you and reported to us during the policy period. We will not pay any other amounts under this coverage for such actions, including but not limited to damages, fines, taxes and penalties.

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No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom or United States of America.

All other terms, definitions conditions and exclusions of this Policy remain unchanged.