



XL SPECIALTY INSURANCE COMPANY

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

DECLARATIONS

**POLICY NUMBER
DPX 9972163**

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, 2024
	Expiration Date:	March 31, 2025 (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:	\$706,996
Item 7	Anniversary Date:	March 31, 2002
Item 8	On the date of issue, this policy consists of this Declarations, EC(E)DEC(03/24), 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, Endorsement 5, Late Reporting Clause, Endorsement 6, Notice of the Claim	

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

Issued and Countersigned at **Toronto, Ontario** this 23 day of April 2024.

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

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, AB T5J 4A2
Attention: Registrar and Chief Executive Officer

Engineers and Geoscientist British Columbia
200 – 4010 Regent Street
Burnaby, BC, V5C 6N2
Attention: Chief Executive Officer

Engineers Geoscientists Manitoba
870 Pembina Highway
Winnipeg, MB, R3M 2M7
Attention: Interim CEO, Registrar and Secretary

Engineers and Geoscientists New Brunswick
183 Hanwell Road
Fredericton, NB, E3B 2R2
Attention: Chief Executive Officer

Professional Engineers and Geoscientists Newfoundland and Labrador (PEGNL)
120 Torbay Rd, Prince Charles Bldg, Suite W-270
St. John's, NL, A1A 2G8
Attention: CEO and Registrar

Northwest Territories and Nunavut Association of Professional Engineers and
Geoscientists (NAPEG)
201, 4817 49th Street
Yellowknife, NT, X1A 3S7
Attention: Executive Director and Registrar

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Engineers Nova Scotia
1355 Barrington Street
Halifax, NS, B3J 1Y9
Attention: Chief Executive Officer & Registrar

Engineers PEI
135 Water Street
Charlottetown, PE, C1A 1A8
Attention: Executive Director & Registrar

Association of Professional Engineers and Geoscientists of Saskatchewan (APEGS)
300 - 4581 Parliament Avenue
Regina, SK, S4W 0G3
Attention: Director, Finance & Operations

Engineers Yukon
205 -104 Elliott St
Whitehorse, YT, Y1A 0M2
Attention: Executive Director

Professional Geoscientists Ontario (PGO)
25 Adelaide Street East, Suite 1100
Toronto, ON M5C 3A1
Attention: Executive Director & Chief Executive Officer

Ordre des géologues du Québec (OGQ)
500, rue Sherbrooke ouest
Bureau 900
Montréal, QC, H3A 3C6
Attention : Directeur général et Secrétaire

Association of Professional Geoscientists of Nova Scotia (APGNS)
P.O. Box 91 Enfield, NS, B2T 1C6
(Parker Place, Suite 301 - 8 Old Enfield Road, Enfield, NS, B2T 1C6)
Attention: Executive Director & Registrar

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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.

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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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The Company shall not be deemed to provide cover and shall not 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 conflict with or expose the Company to any sanction, prohibition, restriction or penalty 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.

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Where the Insured:

- a. first became aware of a CLAIM or CIRCUMSTANCE as defined in this policy prior to the policy period shown in the Declarations; and
- b. has not notified the Company of that CLAIM or CIRCUMSTANCE prior to the policy period shown in the Declarations,

then, Section I. **INSURING AGREEMENT**, Part D. **When We Insure**, paragraph 3. is waived as a condition precedent to coverage, provided that:

1. the Insured was insured under a Secondary Professional Liability Insurance ("SPLI") Policy issued by the Company at the time when the Insured first became aware of the CLAIM or CIRCUMSTANCE and has been continuously insured since that time, without interruption, under an SPLI issued by the Company; and
2. the Company may reduce its liability under the policy to the extent of any prejudice the Company may suffer in connection with the Insured's failure to provide prompt notice of the CLAIM or CIRCUMSTANCE giving rise to a CLAIM prior to the policy period shown in the Declarations; and
3. if the indemnity or cover available under this policy is greater or wider than the Insured would have been entitled to under the previous policy to which the notification should have been made, then the Company shall only be liable to cover the Insured to the extent to which coverage would have been afforded by the policy to which the notification should have been made.

ALL OTHER TERMS, DEFINITIONS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

XL SPECIALTY INSURANCE COMPANY

Endorsement 6
NOTICE OF THE CLAIM

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NOTICE:

For immediate verbal notice of the claim, call the XL Specialty Insurance Company claims department at 416-363-2914 or toll free at 800-665-2222. By calling this number, you can request a CLAIMS REPORT FORM. Email this form directly to the insurer, XL Specialty Insurance Company, at RM.XLDPCanadaNewClaimReports@axaxl.com.

ALL OTHER TERMS, DEFINITIONS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.