

## Insurance Product Information Document BMS Canada Risk Services Limited

Telephone No. 1-855-318-6038

Email: [psy.insurance@bmsgroup.com](mailto: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 insurer is Berkley Insurance Company of Canada #2001293798.

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 an insurance Summary Sheet for Employment Practices Liability insurance for psychology professionals.

Separate Summary sheets are available, providing details for professional liability and commercial general liability, cyber security and privacy 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).

### I would like a full copy of the policy wording:

Once you have completed your application form and provided payment, a certificate of insurance will be provided to you automatically by email. A full copy of the policy wording will be provided upon request before or after the purchase of insurance. Please contact BMS Canada Risk Services Ltd. At 1-855-318-6038 or [psy.insurance@bmsgroup.com](mailto:psy.insurance@bmsgroup.com) to receive a full copy.

### Tax:

All premiums noted above are subject to applicable provincial tax: Ontario 8%, Quebec 9%, Manitoba 7%, Newfoundland 15%, and Saskatchewan 6%, other provinces are not subject to tax.

### When and How do I pay?

For full details of when and how to pay, you should contact your broker. Premiums are negotiated with the insurers annually. Premiums are pro-rated per the above table.

### When does the coverage start and end?

Coverage starts the day that you apply for coverage, provide payment and receive a certificate of insurance. This insurance ends on the common expiry date of June 1 annually.

### How do I cancel the contract?

You can cancel this insurance within 10 days of applying for coverage unless you have made a claim on this insurance. Premiums will be fully refunded. In absence of a request for rescission during this 10 day period, premiums will be fully retained.

Please see below your obligations and claims reporting details. If this is unclear or you have any questions, please contact BMS Canada Risk Services Ltd. at 1-855-318-6038 or by email at [psy.insurance@bmsgroup.com](mailto:psy.insurance@bmsgroup.com).

### What are my obligations?

You must notify your broker:

- as soon as reasonably possible if you become aware that information you have given us is inaccurate;
  - as soon as reasonably possible if you become aware of a claim, complaint or incident that could result in a claim or complaint made against you.
  - as soon as reasonably possible if there has been a change in your material business such as: hiring other professionals, becoming a sole proprietor, leasing a space, purchasing a building, undergoing renovations, entering into a contract with a leasing company or landlord, providing services that fall outside of your scope of practice or other changes that could affect your coverage.
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- Each Insurance product is subject to review and acceptance of a fully completed application form and compliance with the terms within.
  - It is your responsibility to ensure that the amount of insurance and the coverage selection adequately reflect your business needs. If you require guidance from a licensed broker, please contact BMS for a full portfolio review.
  - If a claim for liability is made against you, you must as soon as reasonably possible forward to your broker or the claims handler and within 30 days of receipt. An adjuster will then contact you within 48 hours and will advise you of the claims process and anticipated timelines.
  - You must not admit liability or offer or agree to settle any claim without the insurer's written permission.

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BMS Canada Risk Services Ltd.

825 Exhibition Way, Suite 209, Ottawa ON K1S 5J3

[www.psychology.bmsgroup.com](http://www.psychology.bmsgroup.com) 1-855-318-6038

Registration number 3000682048, [laurite.qc.ca](http://laurite.qc.ca)

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### Insurer contact information and claim reporting details:

#### **Berkley Canada, Employment Practices Liability**

145 King Street West, Suite 1000

Toronto, Ontario M5H 1J8

**Attn:** Claims Department

**Fax:** (416) 304-4108

**Email:** [claims@berkleycanada.com](mailto:claims@berkleycanada.com)

#### **Making a complaint?**

Should you wish to make a complaint, please refer to our complaints policies and procedures found at the footer of our website under "Complaints Policy".

All applicants must confirm that any statements made in their application are accurate and complete, and acknowledges that the Insurers are relying on these statements in the issuance of any quotation, binder or policy arising out of their application. Should a policy be issued to the applicant, the application and its attachments, if any, shall form the basis of the policy and be binding on all Insureds under the policy. The applicant agrees that, if any statements made in the application change between the date of this application and the effective date of the policy, the applicant will provide written notice of such changes immediately to BMS Canada Risk Services Ltd, and BMS Canada Risk Services Ltd. reserves the right to withdraw or modify any outstanding quotation(s) or agreement(s) to bind coverage.

If you have any questions whatsoever regarding the insurance coverage, application process, claims process, or any other information listed in this document, please contact BMS Canada Risk Services Ltd. directly.

### **General Terms and Conditions**

#### **Quebec Amendatory – Short Form**

It is hereby understood and agreed that where this policy is legally required to be interpreted in accordance with the laws of the Province of Quebec then the policy provisions shall be deemed to be amended to comply with the applicable mandatory provisions of the Quebec Civil Code, but only to the extent necessary to comply with such mandatory provisions of the Quebec Civil Code and only to the extent that such mandatory provisions are contrary to the existing terms of this contract.

The parties have expressly agreed that this Agreement and all related documents be drafted in the English language only.

#### **Limit of Liability and Retention**

The Limit of Liability indicated on the declaration is the maximum aggregate liability of the Insurer under this Policy for all covered Loss resulting from all covered Claims, regardless of the number of Claims or the time of payment by the Insurer.

Defence Costs shall be part of and not in addition to the aggregate Limit. An exception is made for proceedings under the Quebec Civil code where costs are in addition to the limit. All Loss resulting from a single Claim shall be deemed a single Loss.

#### **Defence and Settlement**

It shall be the duty of the Insureds and not the duty of the Insurer to defend any Claim. The Insurer shall have the right and be given the opportunity to effectively associate with the Insureds regarding the defence and settlement of such Claim, including without limitation negotiating a settlement. The Insureds agree not to settle or offer to settle any Claim, select defence counsel, incur any Defence Costs or otherwise assume any contractual obligation or admit any liability with respect to any Claim without the Insurer's prior written consent.

### **C. Notice**

The Insureds shall give to the Insurer written notice of any Claim made against the Insureds as soon as practicable after any Executive Officer or the Company's risk manager first learns of such Claim, but in no event later than sixty (60) days after expiration of the Policy Period

All notices of claim shall be in writing and given to:

Claims Department, Berkley Canada

1 First Canadian Place

100 King Street West, Suite 2610, Toronto, Ontario M5X 1C8

Fax: (416) 304-4108

Email: [claims@berkleycanada.com](mailto:claims@berkleycanada.com)

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Specialty Insurance Department

Insurance Program:  
Canadian Psychological Association (CPA) &  
Council of Professional Associations of Psychology (CPAP)

All other notices to the Insurer shall be given to:

Berkley Canada

1 First Canadian Place

100 King Street West, Suite 2610

Toronto, Ontario M5X 1C8

Fax: (416) 304-4108

### D. Termination

This Policy shall terminate at the earliest of the following times:

1. the effective date of termination specified in a prior written notice by the Named Insured to the Insurer
2. upon expiration of the Policy Period
3. twenty (20) days after receipt by the Named Insured of a written notice of termination due to non-payment
4. at such other time as may be agreed upon by the Insurer and the Named Insured.

If the Insurer decides to nonrenew this Policy, the Insurer will mail to the Named Insured written notice stating such intent at least sixty (60) days before the expiration date

### E. Representations and Reliance

The Insureds acknowledge and agree that the statements, representations and information contained in the Application are true and are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy.

### F. Severability of Application

In the event any of the statements, representations or information contained in the Application are not true and accurate, then there shall be no coverage under this Policy.

### G. Acquisitions, Amalgamation or Mergers

If, during the Policy Period, the Company acquires the assets of another entity or creates another entity, which as a result of such acquisition or creation then such organization and its Insureds shall be covered under this Policy. If the new acquisition exceeds thirty-five percent (35%) of the total assets of the Named Insured, the insured shall give written notice to insurer within ninety (90) days after the effective date of the transaction.

### H. Change in Ownership

New ownership representing more than fifty percent (50%) of the voting securities of the Named Insured; or the Named Insured merges or amalgamates into another entity such that the Named Insured is not the surviving entity, then coverage under this Policy will continue until termination of this Policy, but only with respect to Claims for Wrongful Acts taking place prior to such transaction.

Named Insured, the insured shall give written notice to insurer within ninety (90) days after the effective date of the transaction.

### I. Territory and Valuation

Claims made anywhere in the world.

All premiums, limits, Retentions, Loss and other amounts under this Policy are expressed and payable in the currency of Canada.

### J. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all rights of recovery.

### K. Action Against the Insurer

No suit or action by the Insured, shall lie against the Insurer, unless such suit or action is brought in a court of competent jurisdiction within Canada.

### L. Assignment

This Policy shall not be assigned or transferred without prior written consent

### M. Entire Agreement

The Declarations, the Application, the Policy and any Endorsements constitute the entire agreement.

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