

## 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)

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.

In order to be eligible for this insurance, you must be a member of 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

### **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.

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.

### **Insurer contact information and claim reporting details:**

Ecclesiastical Insurance Office plc

1-416-484-4555

2200-100 Wellington St. W, Box 307, TD West Tower, Toronto, ON M5K 1K2

In the event of loss or damage, immediate notice must be given to Ecclesiastical Insurance Office plc at [claimsservices@eccles-ins.com](mailto:claimsservices@eccles-ins.com) or 1-888-693-2253.

### **When and how do I pay?**

For full details of when and how to pay, you should contact BMS Canada Risk Services Ltd. (BMS Canada). Premiums are negotiated with the insurers annually. Premiums are pro-rated quarterly.

### **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.

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### How can I obtain a copy of the policy wording?

Upon completing your application form and providing payment, a certificate of insurance will automatically be provided to you by email. A full copy of the policy wording will be provided upon request prior to or after applying for coverage. Please contact BMS Canada directly to receive a copy.

### Making a complaint?

Should you wish to make a complaint, please refer to our complaints policies and procedures found in the footer of the website

([www.psychology.bmsgroup.com](http://www.psychology.bmsgroup.com)) 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 and BMS Canada 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 directly.

### GENERAL CONDITIONS (IBC 2009)

This policy is subject to the Civil Code of the Province of Québec

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

#### 1. STATEMENTS

##### 1.1. Representation of risk (Article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries. The client means the person submitting an insurance application.

##### 1.2 Material change in risk (Articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it. On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within Thirty (30) days of the proposal, the policy ceases to be in force.

1.3 Misrepresentations or concealment (Articles 2410 and 2411 and 2466)  
Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

##### 1.4 Warranties (Articles 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

#### GENERAL PROVISIONS

##### 2.1 Insurable interest (Articles 2481 and 2484)

(Applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage, It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

##### 2.2 Changes (Articles 2405)

The terms of this policy shall not be waived or changed except by endorsement.

##### 2.3 Assignment (Articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property. Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining insured, subject to his performing the obligations that were incumbent upon the Insured.

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### *2.4 Books and records*

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the Three (3) subsequent years.

### *2.5 Inspection*

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

### *2.6 Currency*

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

## **LOSSES**

### *3.1 Notice of loss (Article 2470)*

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice. In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such noncompliance has caused prejudice to the Insurer.

### *3.2 Information to be provided (Article 2471)*

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information. Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf. In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

### *3.3 False representation (Article 2472)*

Any deceitful representation entails the loss or the right of the person making it to any indemnity in respect of the risk to which the representation relates. However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

### *3.4 Intentional Fault (Article 2464)*

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault. Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault. Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

### *3.5 Notice to police (applicable to property insurance only)*

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

### *3.6 Safeguarding and examination of property (Article 2495)*

*(applicable to property insurance only)*

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable. The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer. He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

### *3.7 Admission of liability and co-operation*

The Insured shall cooperate with the Insurer in the processing of all claims. (The following two paragraphs are applicable to liability insurance only: article 2504) No transaction made without the consent of the Insurer may be set up against him. The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

## **COMPENSATION AND SETTLEMENT**

### *4.1 Basis of settlement Articles (2490, 2491, 2493)*

*(applicable to property insurance only)*

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of the loss as normally determined. In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property. If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity, in the event of partial loss.

### *4.2 Pair and set (applicable to property insurance only)*

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

### *4.3 Parts (applicable to property insurance only)*

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In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

#### 4.4 Fire insurance (Articles 2485 and 2486)

*(applicable to property insurance only)*

In fire insurance, the Insurer is bound to repair any damage which is an immediate consequence of fire or combustion, whatever the cause, including damage to the property during removal or that caused by the means employed to extinguish the fire, subject to the exceptions specified in the policy. The insurer is also liable for the disappearance of insured things during the fire, unless he proves that the disappearance is due to theft which is not covered. The Insurer is not liable for damage caused solely by excessive heat from a heating apparatus or by any process involving the applications of heat where there is no fire or commencement of fire but, in an event where there is no fire, the Insurer is liable for damage caused by lightning or the explosion of fuel. An insurer who insures a property against fire is not liable for damage due to fires or explosions caused by foreign or civil war, riot or civil disturbance, nuclear explosion, volcanic eruption, earthquake or other cataclysm.

#### 4.5 Replacement (Article 2494)

*(applicable to property insurance only)*

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.

#### 4.6 Time of payment (Articles 1591, 2469 and 2473)

The Insurer shall pay the indemnity within Sixty (60) days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract. Any outstanding premium may be deducted from the indemnity payable.

#### 4.7 Property of others (applicable to property insurance only)

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

#### 4.8 Waiver

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

#### 4.9 Limitation of actions (Article 2925)

Every action or proceeding against the Insurer under this policy shall be commenced within Three (3) years from the date the right of action has arisen.

#### 4.10 Subrogation (Article 2474)

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

### OTHER INSURANCE

#### 5.1 Property insurance (Article 2496)

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the Insurer or insurers of his choice, each being liable only for the amount he has contracted for. No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured. Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance GA9001-300Jan19 Page 8 of 11

#### Contribution by equal share

If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss that would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

#### Contribution by limits:

If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss that the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

### CANCELLATION (Articles 2477 and 2479)

This policy may be cancelled at any time:

(a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short term rate for the expired time.

(b) By the Insurer giving written notice to each Named Insured. Termination takes effect Fifteen (15) days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is

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subject to adjustment or determination as to amount, the refund shall be made as soon as practicable. Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all of the Named Insureds. In this Condition, the words "premium actually paid" means the premium actually paid by the Insured to the Insurer or its representative, but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative, by the Insured.

#### **7. NOTICE**

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

#### **ADDITIONAL POLICY CONDITIONS APPLICABLE IN ALL PROVINCES**

Unless otherwise indicated, the following conditions apply to all Sections of the policy. These Conditions may be varied in the Sections or by endorsements attached to the policy.

##### **1. TERRITORIAL LIMITATIONS**

This policy, subject to all its terms and conditions, provides coverage only within Canada and the continental United States, except for Personal Injury Liability and Property Damage Liability insurance, for which coverage is afforded anywhere in the world provided that suit for such damages is brought within Canada or the continental United States

##### **2. NOTICE TO AUTHORITIES**

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction. If securities are insured under this policy the Insured shall take all reasonable means to prevent their negotiation, sale or retirement in the event of loss thereof.

##### **3. SUBROGATION**

The Insurer, upon making any payment or assuming liability therefore under this policy, shall be subrogated to all rights of recovery of the Insured against others and may bring action in the name of the Insured to enforce such rights. The Insured shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this policy. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively. Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover under this policy.

##### **4. WAIVER OR CHANGE OF CONDITIONS**

No provision or condition of this policy shall be waived or altered except by endorsement issued to form a part hereof signed by a duly authorized representative of the Insurer.

##### **5. INSPECTION AND AUDIT**

The Insurer or its duly authorized representative shall be permitted at all reasonable times during the term of this policy, and within a year after expiration, to inspect the Insured's premises and operations and to audit the Insured's books and records as far as they relate to the premium basis or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection or audit or the omission thereof.

##### **6. WAR RISK EXCLUSION**

This policy does not insure against loss, destruction or damage caused by civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

##### **7. LOSS CLAUSE (not applicable to Liability Section)**

Any loss under this policy does not reduce the amount of this insurance.

##### **8. DEDUCTIBLE CLAUSE (not applicable to Liability Section)**

Under the Property Direct Damage and Property Business Income Sections, the Insurer will be liable only for the amount by which the loss or damage under one or both sections exceeds the deductible sum stated in the Declarations in any one occurrence. In the event of a single loss involving two or more separate coverages with deductibles, the largest deductible will apply. Under all other sections of the policy, the deductible sum specified in the Declarations will be applied separately to each such section

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**9. CANADIAN CURRENCY CLAUSE**

All limits of insurance, premiums and other amounts expressed in the policy are in Canadian currency

**NO BENEFIT TO BAILEE**

It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other Bailee.

**11. PAIR AND SET**

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of the set.

**PARTS**

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for the use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

**13. SUE AND LABOUR**

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expense in connection with the foregoing according to the respective interests of the parties.

**14. BASIS OF SETTLEMENT**

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

**15. DECLARATIONS**

By acceptance of this policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.