

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)

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 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 an insurance program encompassing professional liability and commercial general liability insurance for psychology professionals.

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 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 tables.

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.

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 1-855-318-6038

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Insurer contact information and claim reporting details:

Lloyd's Canada, Professional and Commercial General Liability

200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario M5J 2J2

Any notice to the Underwriters may be validly given to the Coverholder:

BMS Canada Risk Services Ltd.

825 Exhibition Way, Suite 209,

Ottawa, ON K1S 5J3

Claims to be reported to:

Crawford & Company (Canada) Inc. at 1-877-805-9168 or by email at BMSclaims@crowco.ca.

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 Conditions Professional Liability

Coverage Territory: means anywhere in the world as long as the injury gives rise to a claim or action instituted within Canada

Defense Costs – Quebec Civil Code Endorsement: Where this policy is governed by the insurance laws of the province of Quebec, defense costs shall not be subject to the deductible and do not reduce the limits of insurance.

INSPECTION / AUDIT

The Named Insured shall permit the Insurer to inspect the insured premises and operations and to examine and audit the Named Insured's books and records at any time during the policy period (and any extension thereof and within one year after the termination of this policy), 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, examination, audit or the omission thereof.

2. INSURED'S DUTIES IN THE EVENT OF INJURY, CLAIM OR ACTION

a) The Named Insured must see to it that the Insurer is promptly notified of any Injury or circumstance which may result in a Claim. The date this is reported to the Insurer may be deemed to be the date any actual resulting Claim is first made as described in Item 1.c. COVERAGE of the INSURING AGREEMENTS section.

To qualify under that provision, notice must include:

- i. How, when and where the injury or incident took place;
- ii. The names and addresses of any injured persons or organizations and any witnesses; and
- iii. The nature of any damages that may result.

Notice of an injury is not notice of a claim.

b) If a Claim is received by any Insured the Named Insured must:

Immediately record the specifics of the claim and the date received; and

ii. Notify the Insurer promptly.

The Named Insured must see to it that the Insurer receives written notice of the Claim as soon as practicable.

c) The Named Insured and any other involved Insured must:

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- i. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the Claim or an Action;
- ii. Authorize the Insurer to obtain records and other information;
- iii. Cooperate with the Insurer in the investigation, settlement or defense of the Claim or Action; and
- iv. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of Damages to which this insurance may also apply.

d) No Insured will, except at his or her own cost, voluntarily make a payment, assume any obligation, or incur any expense without the written consent of the Insurer.

3. ACTION AGAINST INSURER

No person or organisation has a right under this form:

- a) To join the Insurer as a party or otherwise bring the Insurer into an Action asking for Damages from an Insured or;
- b) To sue the Insurer under this Form unless all of its terms have been fully complied with.

A person or organisation may sue the Insurer to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but the Insurer will not be liability for Damages that are not payable under the terms of this Form or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative. Every action or proceeding against the Insurer shall be commenced within 1 year next after the date of such judgment or written agreement and not afterwards. If this policy is governed by the laws of Quebec, every action or proceeding against the Insurer shall be commenced within 3 years from the time the right of action arises.

4. SUBROGATION

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's right of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

5. OTHER INSURANCE

If other valid and collectible insurance is available to the Insured for Damages the Insurer covers under this form, the Insurer's obligations under this form are limited as follows:

a) As this insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this form's Limits of Insurance, the Insurer will pay only their share of the amount of Damages, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in the absence of this insurance.

b) The Insurer will have no duty under this form to defend any claim or action that any other Insurer has a duty to defend. If no other Insurer defends, the Insurer may undertake to do so, but the Insurer will be entitled to the Insured's rights against all other Insurers.

6. CHANGES

This form contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. This first Named Insured shown in the Declaration Page is authorised to make changes in the terms of this Form with the Insurer's consent. The Form's terms can be amended or waived only by endorsement issued by the Insurer, and made part of this Form.

7. ASSIGNMENT

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon. If, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the Policy Period, this policy shall cover the Named Insured's legal representative as the Named Insured, if written notice be given to the Insurer within 60 days after the date of such death or adjudication, except in the Province of Quebec where no notice is required.

8. SOLE AGENT

For the purpose of negotiating changes under this policy or for cancellation of this policy and for payment of the premium the Insured first named in the Declarations (hereinafter called "the First Named Insured") is authorised to act on behalf of all Insured, and shall be deemed the sole agent of each Insured.

9. NOTICE

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this policy was issued. Written notice may be given to the Named Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression registered shall mean registered within or without Canada.

Notice to the First Named Insured shall constitute notice to all Insureds.

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10. PREMIUM AUDIT

- a) The Insurer will compute all premiums for this policy in accordance with the Insurer's rules and rates.
- b) Premium shown on the Declaration Page applicable to this policy as advance premium is a deposit premium only. At the close of each audit period, the Insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured.
- c) If the sum of the advance and audit premiums paid for the Policy Period is greater than the earned premium, the Insurer will return the excess to the first Named Insured, but not if such audit premium is less than the minimum premium shown in the Declaration Page.
- d) The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

11. CANCELLATION / TERMINATION

- a) This policy may be terminated:
 - i. by the Named Insured at any time on written request, with premium fully retained by the Insurer
 - ii. by the Insurer giving to the Named Insured at least fifteen (15) days written notice of termination by registered mail or personal delivery when cancelling for non-payment of premium; or sixty (60) days written notice of cancellation when cancelling for any other reason.
- b) The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.
- c) The Policy Period will end on the date the cancellation takes effect.
- d) If this insurance is cancelled by the Insurer, the Insurer will send the first Named Insured any premium refund due, calculated pro-rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

In Quebec, the Notice of Cancellation from the Insurer takes effect after receipt by the Insured at the last known address.

12. SEPARATION OF INSURED, CROSS LIABILITY

Except with respect to the Limits of Insurance, and any right or duties specifically assigned to the first Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured; and
- b) Separately to each Insured against whom Claim is made or Action is brought.

13. DECLARATIONS

By acceptance of this policy, the Named Insured agrees that:

- a) The information shown on the Declaration Page is accurate and complete;
- b) The information is based upon representations the Named Insured makes to the Insurer in the Named Insured's application(s) for this policy and such application will be deemed to be a part of this policy as if it had been physically attached;
- c) The Insurer has issued this policy in reliance upon the Named Insured's representations; and
- d) Except as otherwise provided in this policy or by law, this policy is void in any case of fraud or if the Named Insured intentionally conceals or misrepresents any material facts concerning this form, in the Named Insured's application for this policy or otherwise.

14. CANADIAN CURRENCY CLAUSE

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

RIGHT TO APPEAL ENDORSEMENT – Applicable

RIGHT TO CONTENT ENDORSEMENT - Applicable

General Conditions Commercial General Liability

Applicable law

This **policy** will be governed by and interpreted in accordance with the law and jurisdiction of a Canadian province or territory as determined by the relevant Insurance Acts(s) or the Civil Code of Quebec, as the case may be.

4.2 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** prior written consent is endorsed hereon.

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4.3 Cancellation

4.3.1 This **policy** may be cancelled at any time at the request of the **insured** and the **insurer** shall, upon surrender of the **policy**, refund the excess of paid premium above the earned premium computed on a proportionate basis for the period that the **insurer** is on risk, but the full premium shall be payable to the **insurer** in the event of a loss or **occurrence** prior to the date of termination which gives rise to a valid claim under this **policy**.

4.3.2 The **insurer** shall, except in the case of non-payment of premium, give the Corporate Risk Department (or its equivalent) of the **insured** thirty (30) days (or as otherwise stated in the **declaration**) written registered mail notice of cancellation and, in the case of non-payment of premium, the **insurer** shall give fifteen (15) days' notice of cancellation.

4.3.3 If the premium for the whole or part of this **policy** is on an estimated basis, premium adjustment may be made by the time cancellation is effected or, if not then made, shall be made as soon as practicable after cancellation becomes effective.

4.3.4 In this condition the expression "paid premium" means premium actually paid by the **insured** to the **insurer** or their authorized agent and does not include any premium or part thereof paid to the **insurer** by an agent, unless actually paid to the agent by the **insured**.

4.4 Contribution

If there is any other valid and collectible insurance available to the **insured** applicable with respect to any claim under this **policy** other than insurance that is specifically stated to be in excess of this **policy**, and names the **insured** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

4.5 Document management

The **insured** expressly consents that the **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original for all purposes.

4.6 Data Protection

4.6.1 The **insurer** records and holds data in accordance with strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. The **insurer** may disclose date or personal information to employees, mandatories, agents, underwriters or to other firms or businesses that supply products and services associated with this **policy**, when such disclosure is needed for the performance of their duties or the carrying out of their mandate or contracts, or otherwise when such disclosure is required or permitted by law (e.g., a subpoena, fraud investigation, regulatory reporting, etc.).

4.6.2 Further, by accessing and updating various databases the **insurer** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is established this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to, are available on request.

4.7 Dispute resolution

4.7.1 All matters in dispute between the **insured** and the **insurer** arising out of or in connection with this insurance (the "**dispute**"), will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed after fourteen (14) working days then either party may apply to the ADR Institute of **Canada** for the appointment of a mediator. The parties shall share equally the costs of the ADR Institute of Canada and of the mediation. The parties undertake to ensure that the reference, and conduct of the mediation and any settlement of the dispute at mediation is kept entirely confidential.

4.7.2 The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

4.7.3 If the dispute is not resolved by mediation within sixty (60) days, the dispute can be referred by either party to be determined in accordance with the law of the Canadian province or territory applicable to the **policy** as determined by the relevant Insurance Act(s) or the Civil Code of Quebec, as the case may be, and the jurisdiction of that particular Canadian province or territory.

4.8 Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **insured** or anyone acting on their behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or **damage** is occasioned by wilful act or with the connivance of the **insured** there will be no rights to any form of payment or indemnity under this **policy**.

Further any claim paid to the **insured** in respect of any fraudulent means or device must be repaid to the **insurer**.

4.9 Inspection and audit

The **insurer**, or such representative as the **insurer** may designate, will be permitted but not obligated to inspect the **insured's** property and operations at any time given reasonable notice. Neither the **insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe.

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4.10 Legal action against the insurer

4.10.1 In respect of liabilities covered by this insurance, no one may bring a legal action against the **insurer** until the amount of the **insured's** liability has finally been determined or agreed.

4.10.2 No one has the right under this **policy** to bring the **insurer** into an action to determine the **insured's** liability.

4.11 Material alteration

4.11.1 The **insured** will give to the **insurer** written notice immediately (but in any event no later than 30 days) after the **insured** becomes aware of any material alteration to the **insured**, the risk or any material change in the nature of the **business** conducted by the **insured** during the **period of insurance**. The **insurer** reserves the right to reject or reduce **claims** connected with the material alteration or change, until accepted as such by written confirmation from the **insurer** endorsed to this **policy**, upon which the **insurer** may continue the **policy** on such terms as the **insurer** may determine.

4.11.2 Any material alteration or change shall not be binding on the **insurer** or the terms of this **policy** until accepted as such by written confirmation from the **insurer** endorsed to this **policy**.

4.12 Minimisation of risk

4.12.1 The **insured** will take all reasonable steps at its own expense to prevent an insured event arising or continuing.

4.12.2 Upon the happening of an insured event and at all times thereafter, the **insured** shall at its own expense act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that insured event. Any failure by the **insured** to take such steps shall mean the **insurer** may reject or reduce claims and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

4.13 Observance

4.13.1 The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured** that are not already conditions precedent, will be a condition of this **policy**. Any waiver by the **insurer** of any provision will not prevent the **insurer** from relying on such term or condition or condition precedent in the future.

In the event of a breach of any condition in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach providing the **insurer** can demonstrate some prejudice.

4.13.3 In the event of a breach of any condition precedent in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach, and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

4.14 Premium adjustment

Where the premium in whole or part is provisionally based on estimates provided by the **insured**, the **insured** will keep accurate records and declare such information as the **insurer** requires within one (1) month of the expiry of the **period of insurance**. The premium will then be adjusted and any difference paid by or allowed to the **insured** as the case may be but subject to any minimum premium that may apply. The **insurer** reserves the right to request that the **insured** supplies an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

It is a condition precedent that that all adjustable premiums due to the **insurer** are paid within ninety (90) days of expiry of each **period of insurance**.

4.15 Representation

Any person falling within the definition of the **insured** agrees that the first named **insured** is their agent for the purpose of giving and receiving of any notices from the **insurer** or their representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that may be payable under this **policy** will satisfy the **insurer's** obligations to return premium.

4.16 Rights of Third Parties

This insurance does not confer or create any right enforceable (including under legislation) by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

4.17 Risks in Canada

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of the Lloyds underwriters' insurance **business** in Canada.

4.18 Sanctions and embargo

Notwithstanding anything herein to the contrary the **insurer** shall not provide cover nor 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 the **insurer** or any member of the **insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

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4.19 Service of suit clause

In any action to enforce the obligations of the insurers they can be designated or named as “Lloyd’s Underwriters” and such designation shall be binding on the insurers as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd’s Underwriters, whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario M5J 2J2.

4.20 Subscribing insurer

The **insurer’s** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.