

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 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 and contents/crime/business interruption.

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. Premium may be pro-rated if coverage is purchased midterm.

When does the coverage start and end?

Coverage begins the day that payment is received. This insurance ends on the common expiry date of June 1 annually.

How do I cancel the contract?

Insureds domiciled in Quebec, 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, changing your professional status or other changes that could affect your coverage.
- 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.

Summary Sheet 05/24

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979 Bank St, Suite 200, Ottawa, ON K1S 5K5

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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

Making a complaint?

Should you wish to make a complaint, please refer to our complaints policies and procedures found on the Regulation section of our website.

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.

A. Limit of Liability and Retention

The Limit of Liability set forth in Item 3. of the Declarations shall be 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 of Liability set forth in Item 3. of the Declarations, and Defence Costs shall reduce and may exhaust such Limit of Liability. If the Limit of Liability is exhausted by payment of Loss, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.

For the purposes of this Policy, all Claims which in whole or in part arise out of the same Employment Practices Wrongful Act or Interrelated Employment Practices Wrongful Acts shall be deemed one Claim, and such Claim shall be deemed to be first made on the date the earliest of such Claims is first made, regardless of whether such date is before or during the Policy Period. All Loss resulting from a single Claim shall be deemed a single Loss.

The Limit of Liability for the Extended Reporting Period, if exercised, shall be part of and not in addition to the Limit of Liability for the Policy Period. The purchase of the Extended Reporting Period shall not increase or reinstate the aggregate Limit of Liability, which shall be the maximum liability of the Insurer for the Policy Period and Extended Reporting Period combined.

Except as otherwise provided in this Subsection V. A., the Insurer's liability with respect to Loss arising from each Claim shall apply only to that part of Loss which is excess of the applicable Retention amount set forth in Item 4. of the Declarations, and such Retention amount shall be borne by the Insureds uninsured and at their own risk. If different parts of a single Claim are subject to different Retentions, the applicable Retentions will be applied separately to each part of such Loss, but the sum of such Retentions shall not exceed the largest applicable Retention.

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B. 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.

Notwithstanding the foregoing, the Insureds shall have the right to tender the defence of the Claim to the Insurer, which right shall be exercised by written notice by the Company on behalf of all Insureds to the Insurer. This right shall terminate if not exercised within thirty (30) days of the date the Claim is first made against an Insured. From the date the Claim is first made against an Insured to the date when the Insurer accepts the tender of the defence of such Claim, the Insureds shall take no action, or fail to take any required action, that prejudices the rights of any Insured or of the Insurer with respect to such Claim. Provided that the Insureds have complied with all of the foregoing and subject to all conditions, provisions or terms of this Policy, the Insurer shall be obligated to assume the defence of the Claim, even if such Claim is groundless, false or fraudulent. The assumption of the defence of the Claim shall be effective upon written confirmation sent by the Insurer to the Company. Once the defence has been so assumed by the Insurer, the Insured shall have the right and be given the opportunity to effectively associate with the Insurer regarding the defence and settlement of such Claim, including without limitation negotiating a settlement. Once the Limit of Liability has been exhausted, however, the Insurer shall not be obligated to continue to defend such Claim.

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. Only those settlements, Defence Costs, assumed obligations or admissions to which the Insurer consents shall be recoverable Loss under this Policy. The Insureds shall promptly send to the Insurer all settlement demands or offers received by the Insureds from the claimant(s).

However, if the Insureds are able to settle all Claims which are subject to a single Retention for an aggregate amount, including Defence Costs, not exceeding such Retention, the Insurer's consent shall not be required for the settlement of such Claims.

The Insureds agree to provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and agree that in the event of a Claim or Loss the Insureds will do nothing that shall prejudice the Insurer's position or its potential or actual rights of recovery. The Insurer may make any investigation it deems necessary.

When the Insurer has not assumed the defence of a Claim in accordance with the second paragraph of this Section, the Insurer shall advance on behalf of the Insureds covered Defence Costs which the Insureds have incurred in connection with Claims made against them, within ninety (90) days after receipt of itemized Defence Costs invoices; the Insurer shall not advance or otherwise pay any Defence Costs incurred by the Company by reason of a criminal proceeding against the Company until such proceeding against the Company is fully resolved.

The Insureds agree that any Defence Costs paid or advanced by the Insurer shall be repaid to the Insurer by the Insureds severally according to their respective interests if and to the extent it is finally determined that such Defence Costs are not covered under this Policy.

The Insurer and the Insureds shall not unreasonably withhold any consent referenced in this Subsection V. B.

C. Notice

The Insureds shall, as a condition precedent to their rights under this Policy, 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 (1) sixty (60) days after expiration of the Policy Period, if the Extended Reporting Period is not exercised, or (2) expiration of the Extended Reporting Period, if exercised.

If during the Policy Period or the Extended Reporting Period, if exercised, the Insureds first become aware of any circumstances which may reasonably give rise to a future Claim under this Policy, and during such Policy Period give written notice to the Insurer of the circumstances, the anticipated Wrongful Act allegations, the reasons for anticipating such Claim, and full particulars as to dates, persons and entities involved, then any Claim which arises out of such circumstances shall be deemed to have been first made during the Policy Period in which such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such Claim is made.

All notices under this provision of this Policy 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

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All other notices to the Insurer shall be given to:

Specialty Insurance Department
Berkley Canada
1 First Canadian Place
100 King Street West, Suite 2610
Toronto, Ontario M5X 1C8
Fax: (416) 304-4108

D. Termination of Policy

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, provided that this Policy may not be terminated by the Named Insured after the effective date of a Change in Ownership of the Named Insured in accordance with Policy Subsection V. (I);
2. upon expiration of the Policy Period
3. twenty (20) days after receipt by the Named Insured of a written notice of termination from the Insurer for failure to pay a premium when due, unless the premium is paid within such twenty (20) days
4. at such other time as may be agreed upon by the Insurer and the Named Insured.

The Insurer may only terminate this Policy for non-payment of premium as set forth in subparagraph 3. above and may not terminate it for any other reason.

The premium paid is deemed to be fully earned at inception and is non-refundable.

If the Insurer decides to non-renew this Policy, the Insurer will mail to the Named Insured written notice stating such intent at least sixty (60) days before the expiration date set forth in Item 2. of the Declarations.

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. This Policy is issued in reliance upon the truth of such statements, representations and information.

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 for any Claims made pursuant to:

1. Loss incurred by an Insured Person who had knowledge of the facts that were either omitted from or misrepresented in the Application, whether or not the Insured Person knew the Application contained such misrepresentation or omission; and
2. for Loss incurred by the Company if any past or present Executive Officer of the Company had knowledge of the facts that were either omitted from or misrepresented in the Application, whether or not such Executive Officer knew the Application contained such misrepresentation or omission.

For purposes of this Section, knowledge possessed by any Insured Person shall not be imputed to any other Insured Person, and only knowledge possessed by an Executive Officer shall be imputed to the Company for purposes of Insuring Clauses C, D and E.

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 becomes a Subsidiary, or acquires another entity by merger or amalgamation with the Company, then such organization and its Insureds shall be covered under this Policy but only with respect to covered Wrongful Acts taking place after such acquisition or creation.

If the acquired assets of such acquired entity exceed thirty-five percent (35%) of the total assets of the Named Insured as of the inception date of the Policy, then the Named Insured, as a condition precedent to coverage with respect to the Insureds of such entity, shall give written notice of such acquisition to the Insurer within ninety (90) days after the effective date of the transaction and shall agree to any additional terms and conditions, and pay any additional premium, required by the Insurer.

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H. Change in Ownership

If, during the Policy Period, a transaction occurs whereby another entity gains control of the Named Insured through the ownership of 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.

The Named Insured must give written notice of such transaction to the Insurer as soon as practicable, but in no event later than ninety (90) days after the effective date of such transaction. The entire premium for this Policy shall be deemed earned as of the date of such transaction.

If such a transaction occurs, the Named Insured shall have the right, upon payment of the additional premium described below, to an extension of the coverage provided by this Policy for either a 1 year, 3 year, or 6 year Run-Off Period following the termination of the Policy Period; but the Insurer may, in its sole discretion and subject to any additional terms, conditions and premiums required by the Insurer, agree by written endorsement to this Policy to any other Run-Off Period requested by the Insureds. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is given by the Insureds to the Insurer within thirty (30) days following the effective date of such transaction. Upon request from any Insured following notice to the Insurer of such transaction, the Insurer shall notify such Insured of the additional premium amount for this extension of coverage. The Insureds shall not be entitled to elect this extension of coverage if an Extended Reporting Period is elected pursuant to Section II. of this Policy.

I. Territory and Valuation

Coverage provided under this Policy shall apply to Wrongful Acts taking place or 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. If any element of Loss under this Policy is stated in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the Bank of Canada's rate of exchange on the date the element of Loss is due and payable.

J. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insureds' rights of recovery, including without limitation the Insured Persons' rights to indemnification or advancement from the Company. The Insureds shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit or otherwise pursue subrogation rights in the name of the Insureds. In no event shall the Insurer subrogate against an Insured Person unless and to the extent Exclusion 3 a. and/or 3 b. in Section IV. of this Policy applies to such Insured Person.

K. Action Against the Insurer

No suit or action by the Insured, or by any person claiming through or on behalf of 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, and any attempted assignment or transfer shall be void and without effect unless the Insurer has provided its prior written consent to such assignment or transfer.

M. Entire Agreement

The Declarations, the Application, the Policy and any Endorsements attached thereto, constitute the entire agreement between the Insurer and the Insured.

N. Authorization Clause

By acceptance of this Policy, the Named Insured agrees to act on behalf of the Insureds with respect to the payment of premiums and the receiving of any return premiums that may become due under this Policy, the agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Policy (other than notice of the exercise of the Extended Reporting Period provided for in Section II of the Policy), and the Insureds agree that the Named Insured shall so act on their behalf.

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