

## 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 insurer is HDI Global Specialty SE

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 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 of coverage for Personal Legal Solutions insurance for psychology professionals.

Separate Summary sheets are available, providing details for professional liability and commercial general liability insurance, employment practices liability, business commercial general liability, contents/crime/business interruption and business legal solutions.

### 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 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](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.
  - 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.

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

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

Registration number 601295, lautorite.qc.ca

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### Insurer contact information and claim reporting details:

ARAG Legal Solutions Inc.

121 King Street West, Suite 2200

Toronto, Ontario, M5H 3T9

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

BMS Canada Risk Services Ltd.

979 Bank St., Suite 200,

Ottawa, ON K1S 5K5

### **Claims to be reported to:**

ARAG at 1-877-255-4269 or by email at [claims@arag.ca](mailto:claims@arag.ca)

### **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.

### **POLICY CONDITIONS**

#### **1. Observance of policy terms.**

The insured person must:

- (a) comply with the terms and conditions of this policy;
- (b) notify us immediately of any change in circumstance which may materially affect our assessment of the risk;
- (c) take reasonable steps to avoid and prevent claims;
- (d) take reasonable steps to avoid incurring unnecessary costs;
- (e) send everything we reasonably ask for in writing;
- (f) report to us full and factual details of any claim as soon as practicable and give us any information we reasonably need.

#### **2. Notice of Insured Event**

The insured person shall notify us of any insured event which may give rise to coverage, as soon as they become 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 coverage shall be forfeited by the insured person where such non-compliance has caused prejudice to us.

#### **3. Conduct and control of claim**

- (a) If it is necessary to take legal proceedings, including a tax appeal, an appointed representative will be appointed by us on behalf of the insured person in accordance with our standard terms of appointment and will be retained by the insured person.
- (b) The insured person must cooperate with us and must keep us up to date regarding the progress of the claim.
- (c) The insured person must cooperate with the appointed representative and must follow the recommendations of the appointed representative, which have been agreed to by us.
- (d) The insured person must give the appointed representative any instructions that we require.

#### **4. Consent to access information**

The insured person will provide written consent, at the commencement of the retainer of the appointed representative, permitting the appointed representative, at our request, to give us, or our insurer actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the appointed representative's possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at our request.

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**5. Offers to settle a claim**

- (a) The insured person must tell us if anyone offers to settle a claim and must not negotiate or agree to a settlement without our written consent.
- (b) If the insured person refuses to settle the claim following advice to do so from the appointed representative, the Insurer reserves the right to refuse to pay further legal costs associated with the insured person's claim.
- (c) The Insurer reserves the right to pay the insured person the reasonable amount of damages that the insured person is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the insured person must allow us to take over and conduct in their name the pursuit or settlement of any claim. The insured person will also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other party and must give us all information and assistance required.

**6. Withdrawal of coverage**

If an insured person settles or negotiates a claim without our consent, or withdraws a claim without our consent, or does not give to the appointed representative any instructions that we require, we can withdraw coverage and will be entitled to reclaim from the insured person any legal costs we have paid.

**7. Sanction limitation**

The Insurer shall not be deemed to provide coverage and the Insurer 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 expose the Insurer to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United States of America, the United Nations, or the European Union.

**8. Assessment and recovery of costs**

- (a) The insured person must instruct the appointed representative to have legal costs taxed, assessed or audited if we ask for this.
- (b) The insured person must take every reasonable step to recover legal costs that we have to pay and must pay us any amounts that are recovered.
- (c) Where a settlement is made on a without costs basis the appointed representative will determine what proportion of that settlement will be deemed legal costs and payable to or by us.

**9. Cancellation of a representative's appointment**

If the appointed representative refuses to continue acting for the insured person, or if the insured person dismisses the appointed representative without our prior consent, the coverage the Insurer provides will end immediately.

**10. Disputes over reasonable prospects for a claim**

If there is a dispute between an insured person and us over reasonable prospects, the insured person may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the insured person and us, on the merits of a claim or proceedings. If the lawyer's opinion indicates that reasonable prospects exist, we will pay the reasonable cost of obtaining the opinion.

**11. Complaint handling**

If you are not satisfied with any aspect of our service and wish to make a complaint, you can: Telephone us at 1.888.582.5586 or email us at [customerrelations@arag.ca](mailto:customerrelations@arag.ca)

Alternatively, the Insurer can be contacted by: Telephone at 1.416.867.9712 or email at [complaints-canadianbranch@hdi-specialty.com](mailto:complaints-canadianbranch@hdi-specialty.com)

If your complaint remains unresolved or not resolved to your satisfaction after you have received a response from the Insurer, you may contact the General Insurance OmbudService (GIO). The GIO is an independent regulatory organization which exists to help resolve complaints between individuals and their insurance providers. The GIO's services are available free of charge to the customer and GIO can be contacted by: Telephone at 1.877.225.0446 or through their website at [www.giocanada.org](http://www.giocanada.org). Please note: The GIO should be contacted only after you have first tried to resolve the complaint directly with us.

**12. Other insurance**

The Insurer will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

**13. Applicable law**

This policy will be governed, interpreted and enforced in accordance with the laws of the province where this policy was issued and the federal laws of Canada.

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### 14. Currency

All of the dollar limits described in this policy are in Canadian funds.

### 15. Action against us or the Insurer

Any action or proceeding against us or the Insurer for the recovery of any claim under this policy is absolutely barred unless commenced within two years after the date of occurrence, or prior to the expiry of the applicable limitation period in the province where this policy was issued, whichever is earlier. Any such action or proceeding shall be held in the province where this policy was issued and in accordance with its laws and the federal laws of Canada.

### 16. Communication with us

The insured person can communicate with us by telephone, mail or email. New claims may also be reported to us by mail or telephone, or via our website at [www.arag.ca](http://www.arag.ca).

## STATUTORY CONDITIONS

### 1. Property of others

The Insurer is not liable for loss or damage to property owned by a person other than the insured person unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured person in that property is stated in the contract.

### 2. Change of interest

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

### 3. Material change in risk

- (a) The insured person must promptly give notice in writing to the Insurer or its agent of a change that is
  - (i) material to the risk, and
  - (ii) within the control and knowledge of the insured person.
- (b) If the Insurer or its agent is not promptly notified of a change under subparagraph (a) of this condition, the contract is void as to the part affected by the change.
- (c) If the Insurer or its agent is notified of a change under subparagraph (a) of this condition, the Insurer may
  - (i) terminate the contract in accordance with Statutory Condition 4, or
  - (ii) notify the insured person in writing that, if the insured person desires the contract to continue in force, the insured person must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (d) If the insured person fails to pay an additional premium when required to do so under subparagraph (a)(ii) of this condition, the contract is terminated at that time and Statutory Condition 4(c)(ii) applies in respect of the unearned portion of the premium.

### 4. Termination of insurance

- (a) The contract may be terminated
  - (i) by the Insurer giving to the insured person 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (ii) by the insured person at any time on request.
- (b) If the contract is terminated by the Insurer,
  - (i) the Insurer must refund the excess of premium actually paid by the insured person over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (ii) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (c) If the contract is terminated by the insured person, the Insurer must refund as soon as practicable the excess of premium actually paid by the insured person over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (d) The 15-day period referred to in subparagraph (a)(i) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured person's postal address.

### 5. Fraud

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

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**6. Notice**

- (a) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (b) Written notice to the insured person may be personally delivered at, or sent by registered mail addressed to, the insured person's last known address as provided to the Insurer by the insured person.