

Insurance Product Information Document
BMS Canada Risk Services Limited

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

The insurer is Berkeley 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 a summary of the exclusions of Professional liability coverage.

Separate Summary sheets are also available, providing details for cyber and privacy liability, business commercial general liability, and contents/crime/business interruption.

Section One – Professional Liability

Exclusions

Professional Liability:

- A. A claim made by an insured or their spouse or relatives, against any other insured; however, this exclusion does not apply to any claim arising out of a professional incident.
- B. Professional services provided by a medical director involving direct patient care; however, this exclusion does not apply if the medical director is expected to provide professional services as part of their job description. In the event that coverage applies, it will be limited to the Named Insured for their vicarious liability arising out of the professional services provided by such medical director, and no coverage will be provided to the medical director that provided the professional services;
- C. Any act, error or omission which is knowingly wrongful, dishonest, fraudulent, criminal or malicious; however this exclusion shall apply only if the Named Insured knew or ought to have known that the insured was committing such act, error or omission. In the event that coverage applies, it will be limited to the Named Insured for their vicarious liability arising out of the act, error or omission committed by such insured, and no coverage will be provided to the insured that committed the act, error or omission; The coverage provided by this endorsement is subject to a maximum limit of \$50,000 per policy period, which is the most the Insurer will pay for any claim as defined above. A Nil deductible applies to this extension; however payments under this extension are part of and will erode the Limits of Liability.
- D. Any professional incident caused by any insured while under the influence of intoxicants or narcotics; however this exclusion shall apply only if the Named Insured knew or ought to have known that the insured was under the influence of an intoxicant or narcotic while rendering or failing to render such professional services. In the event that coverage applies, it will be limited to the Named Insured for their vicarious liability arising out of the professional services provided by such insured, and no coverage will be provided to the insured that provided the professional services under the influence of an intoxicant or narcotic;
- E. Any claim based upon or arising out of the insolvency or bankruptcy of any insured or any person, firm or organization;
- F. Any claim for discrimination, violation of civil rights, or any allegation that a person was subjected to unfair treatment or a denial or reduction of benefits, privileges or accommodation in violation of any law, statute, ordinance or regulation designed to ensure equal access to opportunities, goods, services, facilities and accommodations;
- G. Any claim based upon or arising out of actual or threatened abuse, sexual advances, or sexual acts or any behaviour or communications intended to lead to, or culminate in, abuse, sexual advances or sexual acts;
- H. Any claim for any insured's activities as owner, sole proprietor, superintendent, executive officer, director, partner, trustee or employee of any organization which is not a Named Insured;
- I. Any liability based upon or arising out of the presence, discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any substances including asbestos which are or may be injurious to public health or the environment (herein called hazardous substances) into or upon land, the atmosphere or any water course or body of water. It is further agreed that this policy does not apply to any liability including expenses for:
 - a. The costs of clean up or removal of hazardous substances;
 - b. The cost of such actions as may be necessary to monitor, assess and evaluate, the presence, discharge, dispersal, escape, release, or threat of same, of hazardous substances;
 - c. The cost of disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
 - d. Any loss, cost, or expense arising out of any government direction or request that the Named Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Summary Sheet 05/26

BMS Canada Risk Services Ltd.

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- J. Any claim for which you or any carrier as your insurer may be liable, under any law, regulation, or rule governing workers' compensation, employment compensation, or employee benefits, including disability and pension benefits; or to any liability of the insured arising out of the injury, sickness, disease or death resulting there from of any employee of the insured arising out of and in the course of their employment by the insured;
- K. Any nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from a nuclear facility;
- L. Any misappropriation, infringement, or use of a copyright, title, slogan, patent, trademark, trade-name, trade dress, service mark, domain name, trade secret or any violation of an intellectual property right or law. The above exclusion does not apply to the infringement of any copyright or trademark when such infringement arises out of the insured's professional services.
- M. Any property damage, advertising injury or personal injury. However, we will reimburse your patient for property damage sustained while on your office premises for the purpose of receiving professional services provided that:
 - a. The property damage occurs during the policy period; and
 - b. You report the property damage to us as soon as practicable during the policy period or any Extended Reporting Period we provide as described in Section VII EXTENDED REPORTING PERIOD. The most we will pay under this coverage is \$500 per property damage incident. No deductible applies and payments under this coverage will not erode the Limits of Liability.
 - c. This exclusion does not apply libel or slander that result from the insured's professional services.
- N. Any claim based upon or arising out of liability you assume under any contract or agreement; however, this exclusion does not apply to liability you would have in the absence of such contract or agreement;
- O. Any claim against an insured that is brought by or on behalf of any federal, provincial, territorial, or local government agency or professional or trade licensing organization; however, this exclusion shall not apply where the claim is alleging a professional incident;
- P. Any claim alleging an insured exceeded a contract price, cost guarantee or cost estimate;
- Q. Any professional incident for which an insured has coverage under any other insurance issued by us;
- R. Any claim arising out of or in consequence of any professional services provided while the insured is not a member in good standing with the relevant, practice-specific professional association or while the insured's license or professional credentials are under suspension by the relevant, practice-specific professional association; however, this exclusion does not apply in the event that the Named Insured is unaware that the license or professional credentials of an employee are no longer in good standing;
- S. Any claim based upon or arising out of the insured's involvement in a clinical trial;
- T. Any claim based upon or arising out of the use or release of confidential or proprietary information by any insured, or the failure by any insured to comply with any privacy law;
- U. Any claim based upon or arising out of the ownership, maintenance, use, including but not limited to operation, loading and unloading, or entrustment to others of any aircraft, motor vehicle, including but not limited to any automobile, or watercraft.