

## 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)

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 summary provides details for Professional Liability Insurance.

### 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 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.

### 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 will begin either on the date that payment is received or on the renewal date, depending on which is applicable. Please note that if you renew your insurance policy after its expiry, the effective date of the policy will be set to the date 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. After this period, any refund will be calculated in accordance with the applicable short rate table. Insureds domiciled outside of Quebec, premiums will be fully refunded as permitted by legislation.

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, changing your professional status 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. 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 05/26

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

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

Registration number 3000682048, lautorite.qc.ca

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### Insurer contact information and claim reporting details:

#### **Berkley Canada, Professional and Commercial General Liability**

Berkley Canada,

Attention: Claims Department, Berkley Canada,

145 King Street West, Suite 1000,

Toronto, ON, M5H1J8

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

Berkley Canada at [CPACPAPCLAIMS@IPGCLAIMS.COM](mailto:CPACPAPCLAIMS@IPGCLAIMS.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 insureds must fully cooperate with us in the conduct, defense and investigation of any claim. Company's request, we may require the insured to submit to an examination under oath; provide us with written statements or attend meetings with us; produce and make available records, documents and other materials which we deem relevant to the claim; attend hearings, examinations for discovery and trials; assist in affecting settlements, securing and giving evidence and obtaining the attendance of witnesses.

The insured must not make any payment, admit any liability, settle any claim, assume any obligations, or accept or reject arbitration without our prior written consent.

The insured must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that the insured may have.

The insured shall accept our assignment of counsel and the insured shall refrain from discussing any claim with anyone other than counsel retained to represent the insured or our representatives.

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.

### **PROFESSIONAL LIABILITY GENERAL CONDITIONS**

#### **A. Insured's Duties in the Event of a Claim**

- If a claim to which this policy applies is made against an insured, you must give us written notice, as soon as practicable, at Berkley Canada, Attention: Claims Department, Berkley Canada, 145 King Street West, Suite 1000, Toronto, ON, M5H 1J8. Or email: [CPACPAPCLAIMS@IPGCLAIMS.COM](mailto:CPACPAPCLAIMS@IPGCLAIMS.COM).
- All insureds must fully cooperate with us in the conduct, defense and investigation of any claim. Upon the Company's request, we may require the insured to submit to an examination under oath; provide us with written statements or attend meetings with us; produce and make available records, documents and other materials which we deem relevant to the claim; attend hearings, examinations for discovery and trials; assist in affecting settlements, securing and giving evidence and obtaining the attendance of witnesses.
- The insured must not make any payment, admit any liability, settle any claim, assume any obligations, or accept or reject arbitration without our prior written consent.
- The insured must do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that the insured may have.
- The insured shall accept our assignment of counsel and the insured shall refrain from discussing any claim with anyone other than counsel retained to represent the insured or our representatives.

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### **B. Transfer of Rights of Recovery**

If there is a payment made by us under this policy, we shall be subrogated to all of the insured's rights of recovery against any person or organization. The insured will cooperate with us and do whatever is necessary to secure these rights.

### **C. How Other Insurance Applies**

This insurance shall be excess of and not contribute with other insurance, whether collectible or not, that affords coverage for a professional incident. If any insured has other insurance that provides coverage for their involvement in a professional incident, this policy shall be excess of this other insurance and no coverage is provided to that specific insured until the exhaustion of the other insurance.

This condition does not apply to other insurance that is written to apply in excess of the limits provided by this policy.

### **D. Changes Made to This Policy**

The terms and conditions of this policy cannot be waived or changed except by specific written endorsement issued by us and made part of the policy.

### **E. Assignment of the Insured's Interest**

The interest of the insured under this policy is not assignable to any other person or organization, except with the Company's written consent.

### **F. Cancellation**

- The Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the Named Insured written notice of cancellation at least:
  - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.

Except in Quebec, if notice is mailed, cancellation takes effect 15 or 30 days, as applicable above, after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice. In Quebec, cancellation takes effect either 15 or 30 days, as applicable above, after receipt of the notice at the last known address of the Named Insured, depending upon the reason for cancellation.

- We will mail or deliver our notice to the Named Insured's last mailing address known to us.

### **G. Bankruptcy**

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any of our obligations under this policy.

### **H. Application and Representations**

1. All of the information provided and statements made to us by you, including the information contained in the Application and any other supplemental materials and information submitted by you or on your behalf, are true, accurate and complete, and each shall be deemed to constitute material representations made by all of the insureds.
2. We have issued this policy in reliance upon such representations;
3. and the misrepresentation of any material matter by you or your agent will render this policy null and void and relieve us from all liability.

### **I. Audit**

We may examine and audit your books and records at any time during the policy period and within three (3) years after the expiration or termination date of this policy, as far as they relate to this policy.

### **J. Action Against Us**

No action shall be brought against us by any insured, unless, as a condition precedent thereto:

1. All insureds have fully complied with all the terms and conditions of this policy; and
2. The amount of damages has been fixed or rendered certain by the settlement of the claim or by final judgment against the insured after trial of the issues and expiry of the time to appeal such judgment without an appeal being taken, or, if appeal is taken, after the appeal has been determined.

In no event shall any action brought by anyone be maintained against us unless such action is brought within twenty-four (24) months from the time the right to bring action first became available.

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**K. False or Fraudulent Claims**

If an insured reports any claim knowing such claim to be false or fraudulent, this policy shall become void and all insurance coverage hereunder shall be forfeited as of the inception date of this policy.

**L. Terms and Conditions of Policy Conformed to Statute**

Where necessary, the terms and conditions of this policy will be amended to conform to applicable law.

**M. Premium**

The premium amount for this policy is stated in the Declarations and is for coverage for the policy period. If during the policy period there is a change in coverage afforded, we have the right to adjust the premium as of the date of change. Any premium adjustment shall be made in accordance with our prevailing rules and rates.

Premium shown as advance premium is a minimum and deposit premium. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable by notice to the first Named Insured.

If the premium for this policy is a flat premium, it is not subject to adjustment.

Premium shown as minimum retained premium in the Declarations is fully earned by the Company at the inception date of this policy, and the Named Insured is not entitled to any return of the minimum retained premium upon cancellation by the Named Insured or cancellation by the Company for non-payment of premium when due or fraud or misrepresentation.

**N. Canadian Currency Clause**

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

**O. Quebec**

- Les parties ont expressément convenu que cette convention ainsi que tous documents y afférents soient rédigés en langue anglaise seulement. The parties have expressly agreed that this agreement and all related documents be drafted in the English language only.
- 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 policy.