

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)**

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 outlining the exclusions 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.

Section One – Employment Practices Liability	Exclusions
Prior and Pending Litigation or Other Insurance	a. based upon, arising out of, or attributable to any litigation or proceeding, including but not limited to civil, administrative, regulatory, criminal, or disciplinary proceedings or any investigation, examination, or inquiry, commenced prior to, or which was pending as of, the Prior or Pending Litigation Date as stated in Item 5 of the Declarations; b. based upon, arising out of, or attributable to any fact, circumstance or situation which has been the subject of notice given under any policy of which this Policy is a direct or indirect renewal or replacement; c. which is insured in whole or in part by another valid Policy, except with respect to any excess beyond the amount or amounts of coverage under such other Policy, whether such other Policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other Policy is written only as specific excess insurance over the Limit of Liability provided by this Policy.
Bodily Injury or Property Damage	a. for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, however, this exclusion shall not apply with respect to any actual or alleged mental anguish or emotional distress in any Claim for an Employment Practices Wrongful Act; b. for damage to or destruction of any tangible property including loss of use thereof;
Conduct	based upon, arising out of, or attributable to: a. the gaining by an Insured Person of any profit, remuneration or advantage to which a judgment or other final adjudication in such Claim establishes such Insured Person was not legally entitled; b. the Insured Person committing any deliberate criminal or deliberate fraudulent or dishonest act, if a judgment or other final adjudication in such Claim establishes that such deliberate criminal or deliberate fraudulent or dishonest act was committed.
Outside Entity or Other Entity	a. based upon, arising out of, or attributable to any act or omission of the Insured Person serving in the capacity as a director, officer, governor, advisory board member, committee member, general partner, partnership manager or trustee of any entity other than the Company or an Outside Entity, or by reason of their status as director, officer, employee, governor, advisory board member, committee member, general partner, partnership manager or trustee of such other entity; b. for any Employment Practices Wrongful Act arising out of the Insured Person's serving as a director, officer, governor, advisory board member, committee member, general partner, partnership manager or trustee of an Outside Entity, 1) if such Claim is brought by the Outside Entity or any of its directors or officers, or by any security holder or shareholder of the Outside Entity, whether directly or derivatively, unless such security holder's or shareholder's Claim is instigated and continued totally independent of and without the active assistance or participation of, or solicitation by, the Outside Entity, any of its directors or officers, or any Insured, other than assistance or participation that is protected pursuant to the "whistleblower" provisions of any federal, provincial, territorial, or state statute, or 2) to the extent such Insured Person is indemnified for such Loss by such Outside Entity.

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<p>Damages and remedies</p>	<p>a. based upon, arising out of, or attributable to the failure of the Company to afford reasonable notice to an employee who has been discharged, dismissed or whose employment has been terminated, including any obligation of the Company, whether by contract, statute or common law, to afford pay in lieu of notice, termination pay, severance pay, front pay, back pay, or overtime pay, any unpaid salary or wages, bonus compensation or any other type of deferred compensation, or any employment-related benefits of any nature whatsoever including but not restricted to medical, dental, pension, disability, life insurance or other similar employee or fringe benefits, contributions to or continuation of any employee benefit plan or stock options or warrants evidencing a right to purchase securities of the Company or the monetary value thereof; provided, however, that this exclusion shall not apply to Defence Costs;</p> <p>b. for the cost of instituting or maintaining programs to educate employees with respect to discrimination, harassment, or other inappropriate workplace conduct;</p> <p>c. for the cost of modifying any building, any premises, or any property in order to accommodate an employee with a disability;</p> <p>d. based upon, arising out of, or attributable to an actual or alleged violation of any law with respect to workers' compensation, disability benefits, employment insurance, retirement benefits, or old age benefits.</p> <p>e. based upon, arising out of, or attributable to any litigation or proceeding alleging loss of revenues, loss of commissions, loss of marketing expenses, or improper use of proprietary information, such as client lists.</p>
<p>Bankruptcy</p>	<p>based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving proceedings under the Bankruptcy and Insolvency Act, R.C.S. 1985, c. B-3, or the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 or the appointment of a receiver or receiver-manger (by Court Order or debenture), a liquidator, a trustee in bankruptcy, a conservator, a rehabilitator or any similar official.</p>
<p>Prior Acts Exclusion</p>	<p>It is understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any Insured based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any Employment Practices Wrongful Act(s) which occurred on or before the inception date of the first Employment Practices Liability Insurance policy held by the Insured on a continuous basis through to and including the current Policy Period (hereinafter the "Prior Acts Date").</p>
<p>Independent Contractor</p>	<p>In connection with any Claim brought by an Independent Contractor based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged liability assumed under any oral or written contract or agreement with the Insured, except to the extent that the Insured would have been liable in the absence of such contract or agreement. However, this exclusion shall not apply to Defence Costs.</p>