

# 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 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 a summary of the exclusions of Professional liability and Commercial General 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 and Commercial General 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.

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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.

**Commercial General Liability:**

The insurance does not apply to:

- A. Expected or Intended Injury: "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- B. Contractual Liability: "Bodily injury" or "property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":
  - (1) That the insured would have in the absence of the contract or agreement; or
  - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:
    - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
    - (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.
- C. Workers' Compensation and Similar Laws: Any obligation of the insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.
- D. Employer's Liability: "Bodily injury" to:

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- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 2. d.(1) above.
- (3) This exclusion applies:
  - (a) Whether the insured may be liable as an employer or in any other capacity; and
  - (b) To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.
- (4) This exclusion does not apply to:
  - (a) Liability assumed by the insured under an "insured contract"; or
  - (b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority, Workers' Compensation and Similar Laws

E. Aircraft or Watercraft "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any insured of:

- (1) Any aircraft, air cushion vehicle or watercraft owned or operated by or rented or loaned to any insured; or
- (2) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 8 metres long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

F. Automobile "Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any "automobile" owned or operated by or on behalf of or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

This exclusion also applies to:

- (a) any motorized snow vehicle or its trailers.
  - (b) any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity whether or not it is required by law to be insured under a contract evidenced by a motor vehicle liability policy.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "automobile" that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.

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(2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.

(3) the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment, but this exception does not apply when such equipment is used for the purpose of "loading or unloading".

G. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

H. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

J. Damage To Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

K. Recall of Products, Work or Impaired Property

"Compensatory damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection,

repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

L. Electronic Data

"Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

M. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

N. Professional Services

"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to the rendering of or failure to render by you or on your behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.

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O. Abuse

- a. Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse".
- b. Claims or "actions" based on your practices of "employee" hiring, acceptance of "volunteer workers" or supervisor or retention of any person alleged to have committed "abuse".
- c. Claims or "actions" alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).