

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)

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 and Commercial General 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 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.

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.

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

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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

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.
- 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.

COMMERCIAL GENERAL LIABILITY GENERAL CONDITIONS

1. Bankruptcy

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

2. Canadian Currency Clause

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

3. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declaration Pages is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties In The Event Of Occurrence, Offense, Claim or Action

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "action" is brought against any insured, you must:

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(1) Immediately record the specifics of the claim or "action" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "action" as soon as practicable

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "action"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books and Records.

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections and Surveys

1. We have the right to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "compensatory damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) If the loss arises out of the maintenance or use of watercraft or "automobile" to the extent not subject to either Exclusion e. or f. of Section I – Coverage A – Bodily Injury and Property Damage Liability.

(2) Any other primary insurance available to you covering liability for "compensatory damages" arising out of the premises or operations

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or products-completed operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A, B or D to defend the insured against any "action" if any other insurer has a duty to defend the insured against that "action". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declaration Pages of this policy.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declaration Pages of this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Premiums

The first Named Insured shown in the Declaration Pages:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

11. Representations

By accepting this policy, you agree:

a. The statements in the Declaration Pages are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

12. Separation Of Insureds, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "action" is brought.

13. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

14. Transfer Of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed,

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