

2. Bodily injury, sickness or disease, including death at any time resulting therefrom, caused by the insured or any of his employees in the commission of any criminal act, illegal act or while under the influence of hypnotics, intoxicants or narcotics, unless the use of the same has been prescribed by a medical doctor or dentist. This inclusion shall not apply to tranquillizers in the manner and amount prescribed by a medical doctor or dentist.
3. Faulty functioning of equipment or machines, or contravention of instructions by the patient in the operation of any machine, apparatus or other device which is controlled by the patient.

WHAT ABOUT OTHER INSURANCE?

When the insured is an employee of a hospital, nursing home or other employer and such employer has other insurance against a loss covered by this policy, your professional malpractice liability insurance shall be considered secondary and non-contributing insurance. Only after claims against the employer's insurance have been exhausted shall the professional malpractice liability insurance be liable.

When the insured is self-employed then this professional malpractice liability insurance becomes primary coverage. RPNAS members who are in Private Practice or on contract for services must identify themselves as such to the

Association so they can be listed as a member receiving primary coverage.

Therefore, if you are an employee, this professional malpractice liability insurance is secondary coverage. If you are self-employed, then this professional malpractice liability insurance is primary coverage.

WHO DO I CALL IF A SUIT IS FILED AGAINST ME?

The Association and insurer must be advised immediately of possible suits brought by third parties against the Association and/or a registered psychiatric nurse.

It is also the member's responsibility to notify the Claims Department of Special Accounts Division, Guarding of Canada Tower, 181 University Avenue, Post Office Box 4096, Station 'A', Toronto, Ontario M5H 3M7, Tel: 941-5050, Fax 941-9758.

A FINAL REMINDER

Active practising members are insured by the Association's Professional Malpractice Liability Insurance, but claims against that insurance may only be made via third party suits brought against a member of the Association.

PROFESSIONAL MALPRACTICE LIABILITY INSURANCE



**REGISTERED
PSYCHIATRIC
NURSES
ASSOCIATION OF
SASKATCHEWAN**

2055 Lorne Street
Regina SK S4P 2M4
Telephone: (306) 586-4617
Fax: (306) 586-6000
E-mail: rpnas@sk.sympatico.ca
Website: www.rpnas.com

The Registered Psychiatric Nurses Association of Saskatchewan protects registered psychiatric nurses with malpractice liability insurance. The insurance covers approximately 6,000 RPNs working in the western provinces.

As a member of the Association, you may be asking yourself some of the following questions:

WHAT IS MALPRACTICE LIABILITY INSURANCE?

Professional malpractice liability insurance is designed to protect active practising members from claims which arise out of delivering their professional services.

In the case of the Registered Psychiatric Nurses Association of Saskatchewan, malpractice liability insurance is insurance against suits brought by third parties seeking compensation for injuries caused or aggravated by registered psychiatric nurses.

IS PARTICIPATION IN THE PLAN MANDATORY?

Members are required to maintain malpractice liability insurance as a condition of licensure and active practising membership.

WHAT IS THE LIMIT OF LIABILITY COVERAGE?

The coverage includes an occurrence and aggregate limit. Up to a maximum of \$2,000,000 per occurrence is allowed, subject to an annual aggregate of \$2,000,000.

Guardian Insurance Company of Canada is the policy carrier; and Miller-Homynek-Keeley Associates Ltd., Edmonton is the broker.

The statute of limitations is two years after injury for the presentation of a claim against the Association or individual member.

WHAT IS THE COST TO PARTICIPATE?

The annual cost for individual members participating in the malpractice liability insurance plan is low. For the past decade the annual cost per active practising member has been \$5.00.

WHAT PROTECTION IS PROVIDED?

The insuring agreement makes the following provisions:

1. TO PAY on behalf of the insured all sums which the insured shall be legally obligated to pay as damage, including damages for care, loss of services, because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person or persons during the policy

period and arising out of the rendering or failing to render professional services in the practice of the insured's profession as a psychiatric nurse, committed during the policy period.

2. TO DEFEND at its own cost in the name and on behalf of the insured any and all suits brought against the insured seeking to enforce any such claim or claims.
3. TO PAY all legal expenses taxed against the insured in any such defended suit and any interest accruing after the date of judgement upon the part of the judgement which is within the limits of the liability as expressed in the policy, and all expenses incurred by the insured for investigation, negotiation or defence of such claims and the expenses incurred by the insured for such immediate surgical or medical relief as shall be imperative at the time of any such sickness, disease or injury was sustained.

WHAT PROTECTION IS NOT PROVIDED?

The insuring agreement does not provide insurance against liability arising out of:

1. Bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any employee of the insured while engaged in his duties as such (this clause primarily affects members engaged in independent practice);