



Arthur J. Gallagher (Canada) Group
Insurance Brokers & Risk Consultants

Registered Psychiatric Nurses In Non- Independent Practice 2013 Errors' & Omissions' Insurance Summary

Participating Member Organizations:

Registered Psychiatric Nurses Association of Saskatchewan

College of Registered Psychiatric Nurses of Alberta

College of Registered Psychiatric Nurses of British Columbia

Basic Coverage Details:

Policy Anniversary:	November 1 st
Limits of Liability:	\$2,000,000.00 Per Loss Shared By All Members and \$4,000,000.00 Per Policy Period Shared By All Members <ul style="list-style-type: none">• All Funds In Canadian Dollars
Deductible:	Nil
Retroactive Date:	September 1, 2003
Territorial Limit:	CLAIMS which give rise to suits or judicial proceedings first brought against the Insured within Canada.
Policy Anniversary:	November 1 st



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What coverage is provided?

A) The Insurers agree to pay on behalf of the Registered Psychiatric Nurse (Individual) all sums which the Individual shall become legally obligated to pay as damages because of a **CLAIM** presented to the Insurers during the policy period resulting from an error, omission or negligent act in the rendering of **INSURED SERVICES** by the individual which took place subsequent to the retroactive date.

Insured Services; "Those services rendered by the member while acting within the scope of the member's duties as a registered psychiatric nurse and customary to that practice"

B) The Insurers further agree:

1. that they shall have the right and duty to defend the Individual in any suit first brought against the Individual before a Canadian court of civil jurisdiction, even though this suit is unfounded, false or fraudulent;

2. to pay any premium payable under guarantee bonds required to release attachments and any premium payable on appeal bonds but without any obligation to apply for or furnish any such bonds;

3. to pay expenses incurred in Canada in any investigation, defence, arbitration, litigation and settlement of any **CLAIM**;

4. to pay costs taxed against the Individual following a judgment by a Canadian court of civil jurisdiction;

5. to pay reasonable expenses incurred by the Individual at the request of the Insurers, other than loss of revenue.

C) The payment of the sums provided for in paragraph B above are to be considered an integral part of the applicable limit of liability of the Insurers.

Claim?

a) written or oral monetary demands; or

b) any written or oral allegations;

received by the Individual and in relation to rendering of "Insured Services" and resulting from a single fault, error, omission or negligent act in the rendering of "Insured Services".



This is a claims-made and reported policy.

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What are the exclusions?

Insurance is not provided for liability arising out of:

- . Asbestos Liability Bodily Injury
- Bankruptcy/Insolvency
- Claims resulting from damage to property in the care, custody or control of the Individual
- Deliberate, Dishonest or Fraudulent Acts committed by the individual
- Claims resulting from estimates of profit, return on capital, economic return, or other estimates giving rise to forecasts of economic return
- Fines, Penalties, Punitive or Exemplary Damages
- Claims initiated by one or more INSUREDS against any other INSURED.
- Claims resulting from the liability of others assumed by the Individual under a contract or agreement; however, this exclusion shall not apply to the Individual's legal liability for sub-consultants contractually bound to the Individual or for the Individual's liability for errors, omissions or negligent acts of the Individual's own employees.
- Libel and Slander, oral or written material which disparages a person's or organization's goods, products or services or material that violates a person's right to privacy
- Nuclear Energy
- Claims resulting from the legal liability of the Individual resulting from the operations of any business enterprise, other than Insured Services
- Claims covered by other insurance to which the member has subscribed
- Claims or circumstances, reported or not in the application, known to the Individual before the effective date of this policy; however, when this policy replaces, without interruption, a policy previously issued by the Insurance Manager, this exclusion applies only to Losses previously known to the Individual before the inception date of the policy which was replaced
- Claims arising out of or attributable to Pollution.
- Claims made against the Individual when such Claims are made by or involve another business owned, controlled or managed by such Individual or of which the Individual is a partner, director, officer or employee.
- War

REFERENCE SPECIAL ENDORSEMENTS FORMING PART OF POLICY

Absolute Abuse and Sexual Misconduct Exclusion

This policy shall not apply to any CLAIM resulting directly, indirectly, in whole or in part from any actual or alleged:

(a) sexual, physical, psychological or emotional abuse, molestation or harassment committed by, at the direction of, or with the knowledge of any person insured by this policy; or

(b) failure of any person insured by this policy to prevent sexual, physical, psychological or emotional abuse, molestation or harassment.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence to the LOSS.

Absolute Abuse and Sexual Misconduct Exclusion - Defence Costs Reimbursement

It is hereby agreed that notwithstanding Endorsement No.4 Absolute Abuse and Sexual Misconduct Exclusion, the INSURERS will reimburse the INSURED for legal costs, charges and expenses (excluding salaries or loss of income) incurred in defending CLAIMS made against the INSURED for allegations defined under (a) and (b) under the Absolute Abuse and Sexual Misconduct Exclusion, if the defence of such allegations proves to be "fully successful" and such allegations occurred during the course of the rendering of INSURED SERVICES of the INSURED. For the purpose of this clause, "fully successful" means a finding of no liability or a dismissal.

It is further agreed that the maximum amount of liability of the INSURERS under the present endorsement shall be \$25,000 limit per INSURED per policy period,



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How do members report claims?

The Individual shall, as soon as practicable;

a) after being made aware of a circumstance which could reasonably give rise to a CLAIM

or

b) after being made aware of a CLAIM for which coverage would be afforded by this policy, give written notice to the Insurance Manager (ENCON) described below with full particulars thereof.

MEMBERS ARE CAUTIONED NOT TO VOLUNTEER OR ASSUME ANY LIABILITY

The Insurer will conduct an Investigation and arrange appropriate legal services and counsel where necessary.

To assist with this process, please contact:

Insurance Broker:

Arthur J. Gallagher (Canada) Group
Suite 300 – 1440 Jack Blick Avenue
Winnipeg, Manitoba
R3G 0L4

Toll Free: (866) 299-6219

Telephone: (204) 697-4222

Facsimile: (204) 697-3858

Contact: Judy Turcotte

On Behalf of Geoff Bell

Email: judy_turcotte@ajg.com

Kerri.zacharias@ajg.com

Insurance Manager: ENCON Group Inc.
Suite 700, 350 Albert St
Ottawa, Ontario
K1R 1A4

This guideline is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. All terms, conditions and exclusions outlined herein are subject to the actual policy wording.