



BCATA Mission Statement

The British Columbia Art Therapy Association (BCATA) was founded in 1978 to foster the professional development of art therapy in British Columbia. The Association acts as a provincial voice governing the standards and practice of the profession and its practitioners.

Summary of Insurance Benefits & Features

Professional Liability (Errors & Omissions) Insurance

This coverage protects the member &/or their "legal entity" private practice from the liability imposed upon them by law for damages claimed by a third party, resulting from a professional error or omission or negligent act, committed during the course of their activities as an "Art Therapist" or a "Psychotherapist". A claim can be any written or oral allegations received by the Insured resulting from an error, omission or negligent act in the rendering of Insured Services.

- No exclusion for Libel & Slander
- No deductible
- Coverage starts at \$1,000,000 for \$158
- \$2,000,000 option for \$202
- \$5,000,000 option for \$304 with higher limits available upon request
- Legal Entity coverage includes up to 3 professionals on staff. Options available for clinics with more than 3 professionals
- E-counselling is included in the province that you are regulated to offer the service in and/or any unregulated province
- ARAG Telephone Legal Helpline Service included for members who have purchased Professional Liability. The policy provides legal assistance and information over the phone relating to any legal problem to help determine their legal rights and options under the law of the applicable province and the federal laws of Canada. Simply call 1-866-344-4141 and provide your BCATA policy number.
- NEW Employment Practices Wrongful Act Liability \$250,000 limit included, with higher limits available upon request. Subject to a \$1,000 deductible
- Security & Privacy Liability is included up to \$75,000 per member, subject to a shared \$2,000,000 aggregate limit
- Retired / Inactive members receive a discounted rate for an extended reporting period
- Student members; It is agreed that coverage is extended to students and trainees providing INSURED SERVICES, provided that supervision is given by an insured member
- Commercial General Liability available
- Commercial Property coverage available
- Cyber Liability available
- Health Benefits available

Commercial General Liability (CGL) Insurance

The only way to effectively protect the assets of your business is to carry adequate Commercial General Liability (CGL) Insurance coverage. A typical CGL policy provides coverage for claims of bodily injury or other physical injury, personal injury (libel or slander), advertising injury and property damage as a result of your products, premises or operations. CGL policies also provide coverage for the cost to defend and settle claims.

Tenants Legal Liability is an important provision under a CGL policy which provides coverage for a business to lease either a building or partial space within a building. For example, if you are a tenant and cause fire damage to the rented property, your Tenants Legal Liability will provide coverage (up to the policy limit) for the damaged portion of your unit. The Property Damage provision of the CGL will provide coverage (up to the policy limit) for the damage to the rest of the building. A common example is equipment left plugged in, overheats and causes a fire, damaging the property and the building.

Most lease agreements have a Commercial Lease Insurance Clause which is the agreement between both parties (landlord/tenant) to have insurance that covers the building and everyone involved in the transaction. Please review your lease agreement and note the limit of liability that you are required to have in order to fulfill your obligation as a tenant.

In Summary, Members who have an office and/or do any private practice field work, should consider Commercial General Liability as the minimum requirement to supplement their Professional Liability coverage. The Commercial General Liability covers claims for "slip & fall" type injuries to clients and other Third Parties or damage to their property. In general, Professional Liability only covers those claims resulting from counselling.

Commercial General Liability coverage starts at \$1,000,000 for \$50.

\$2,000,000 option available for \$64.

\$5,000,000 option available for \$90 with higher limits available upon request.

Our recommendation is that all members should have an active Errors & Omissions and Commercial General Liability policy in force.

Remote Counselling

The Professional Liability policy is designed to cover remote therapy sessions. If the Province you are offering the service in is regulated, we recommend that you are aware of, and follow the provincial rules and regulations.

You have coverage to provide remote therapy sessions to your clients that are temporarily out of the province that you are regulated to offer the service in, as long as they are expected to return and it's truly temporary. We don't want you running into an issue where you are offering services to a client (in a Regulatory Jurisdiction) and you don't have the proper licensing and or certifications to do so.

ARAG LEGAL HELPLINE INCLUDED IN THE BCATA PROFESSIONAL LIABILITY INSURANCE OFFERING



BCATA members who have purchased Professional Liability (Errors & Omissions) Insurance will have access to a Legal Helpline Service through which the INSURED can receive confidential general legal assistance and information over the phone relating to any legal problem to help determine their legal rights and options under the laws of the applicable province and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

ARAG will provide this service between the hours of 8am and midnight, local time, seven (7) days a week. In addition, ARAG will facilitate access to a lawyer twenty-four (24) hours a day, seven (7) days a week, in emergency situations. Calls to this service may be recorded

Simply call 1-866-344-4141 and provide your BCATA policy number.

Policy wording for full terms, conditions and exclusions relating to the Legal Helpline Service Insurance component of your policy is available upon request from The Mitchell & Abbott Group.

Professional Insured Services

"Those services rendered by the INSURED, while acting within the scope of the INSURED'S duties as an art therapist (Art Therapy) or "psychotherapist" (Psychotherapy), including telecounselling, e-counselling and the administration of Naloxone in a counselling setting and customary to those practices and for which they are trained and qualified". (Policy definition)

Student Member

"It is agreed that coverage is extended to students and trainees providing INSURED SERVICES, provided that supervision is given by an insured member."

Legal Expense for Disciplinary Hearings

This extension covers the cost to obtain legal representation at any disciplinary hearing, review committee, or Canadian court called upon to adjudicate an infraction.

- The limit of coverage is **\$150,000 per Insured Member per Policy Period**

Penal Defence - Legal Expense "Reimbursement"

This coverage pays for reasonable costs, charges and expenses to defend an insured member against offenses/charges under the Criminal Code of Canada, such allegations occurring from the rendering of "Insured Services". Costs, charges and expenses are covered on a "reimbursement" basis only after acquittal or "not guilty" verdict on final appeal.

Furthermore, it is agreed that coverage under this endorsement does not apply to charges relating to sexual abuse. In the event that multiple charges are laid, including those involving sexual abuse, it is understood that coverage will apply under the Sexual Abuse & Misconduct Defence Costs Reimbursement Endorsement.

The limit of coverage is **\$250,000 per Insured Member per policy period**

Sexual Abuse Therapy Fund

This extension will pay for the therapy & counselling of a sexually abused patient when an Insured member has been found to be at fault under civil or criminal proceedings.

- The limit of coverage is **\$25,000 per Insured Member per Claim, \$100,000 per policy period.**

Sexual Abuse & Misconduct – Defense Costs "Reimbursement"

This extension will pay for all reasonable costs, charges and expenses on a "reimbursement" basis only for defense of an insured member against allegations of abuse or sexual misconduct subject to a finding of no liability or dismissal.

- The limit of coverage is **\$250,000 per Insured Member per policy period.**

Security & Privacy Liability

- The limit of coverage is **\$75,000 per annual aggregate, per INSURED MEMBER at no additional charge. Subject to a shared limit of \$3,000,000 for all INSURED MEMBERS.**

Cyber Liability

To ensure your business is properly protected against Cyber attacks, The following optional coverages are available with higher limits upon request:

1. \$250,000
2. \$500,000
3. \$1,000,000

The policy could include the following coverages:

- Security and Privacy Liability
- Multimedia and Intellectual Property Liability
- Network Interruption and Recovery
- Event Support Expenses
- Privacy Regulatory Defence and Penalties
- Network Extortion
- Reputational Damage
- Fraud coverages: Social Engineering Fraud, Electronic Theft, Computer Fraud & Telecommunications Fraud
- Invoice manipulation
- Voluntary Shutdown extension
- Crytojacking and Botnetting extension (attached to Telecommunications Fraud Module)
- Deductible Waiver

Retirement or Inactive Member Optional Coverage Extension

As Professional Liability insurance is written on a “Claims Made” basis, only claims actually made against the member DURING the policy period will be considered for coverage. Even though a member “retires” or becomes “inactive”, ceases to work as a clinical counsellor, or dies, there is still the possibility of a lawsuit being initiated against the member for a past counselling service.

The BCATA program addresses this exposure while still acknowledging that, as an “inactive” or “retired” member, there is a reduced risk to the insurance company.

Retirement/Death/Disability/Cessation of Business

It is agreed that the coverage granted to an INSURED MEMBER who completely gives up the practice of their profession during the policy period due to their retirement/death/disability/cessation of business, the INSURED MEMBER has the right to an extension of coverage granted hereunder with respect to any CLAIM or CLAIMS which may be made against the INSURED MEMBER during the policy period, but only with respect to any INSURED SERVICES performed or omitted, or alleged to have been performed or omitted, by the INSURED MEMBER prior to their retirement/death/disability/cessation of business. It is further agreed that this extension of coverage is only available on the condition that this policy remains in force with the INSURANCE MANAGER. The acceptance by the SPONSORING ENTITY or the INSURED MEMBER of a new policy with another insurer relieves the INSURERS of any obligation stipulated under this endorsement.

Ongoing coverage may be purchased at a reduced premium.

Coverage is renewable each year

- 100% of the expiring premium for the first year
- 75% of the expiring premium for the second year
- 50% of the expiring premium for each subsequent year

Note: Members coming out of “Retirement” will be eligible to enroll subject to a more comprehensive application.

This document is for information purposes only. It does not form part of the insurance policy nor does it provide any rights or privileges.