



## BCACC Insurance Program

## Benefits & Features

### Summary of Insurance



**2009 – 2010 TERM**

## Professional Liability (Errors & Omissions) Insurance (PLAN I)

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 a “Clinical Counsellor”. It also protects the B.C Association of Clinical Counsellors “vicariously” for claims resulting from professional services rendered by a member insured under the program.

A claim can be a written or oral allegation of a breach in the rendering of your services or receipt of a written or oral monetary demand.

- Coverage is available for either \$2,000,000 or \$5,000,000 per claim.
- Pays the full cost of the legal defense up to the limit of liability selected.
- No deductible for any claim.
- No exclusion for libel & slander

## Professional Services

Covers those services rendered by the member while acting within the scope of their duties and customary to the practice of clinical counselling. Includes the entire BCACC “Scope of Practice”, a copy of which is included with this summary.

**Note:** Equine /Canine Therapy is covered subject to a nominal premium surcharge. “Adventure” Counselling activities are not covered.

## Students & Educational/Training Operations

This extension of the basic Professional Liability insurance covers both the insured member and the student for: liability resulting from the members’ activities as a teacher/trainer of student clinical counsellors; and for liability resulting from the actions of students operating under their direct supervision.

- This extension is automatically included at no additional cost
- Unlicensed administrative assistants for whom you are responsible are included.

## Coverage Territory

Provided the member is acting within the BCACC "Scope of Practice", the policy coverage applies to errors, omissions or negligent acts in the rendering of insured services worldwide but only applies to claims which give rise to suits or judicial proceedings brought against them within CANADA.

## 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. It also covers the cost of legal representation to accompany you should you be subpoenaed to appear as a witness in an incident relating to clinical counselling.

- The plan pays 100% of the costs, No deductible.
- The limit of coverage is **\$25,000 per claim, \$50,000 annual aggregate.**

## Criminal Defense "Reimbursement" Legal Expense

This coverage pays for costs, charges and expenses to defend a member against actions or suits for penal offenses in respect of charges laid in Canada. Costs, charges and expenses are covered on a "reimbursement" basis only after a "not guilty" verdict on final appeal.

- The limit of coverage is **\$100,000 per person, per policy period.**
- No Deductible

## 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 are covered, regardless of when the event(s) occurred or the services rendered. Therefore, 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 past counselling service.

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

## Inactive

Ongoing coverage may be purchased at a reduced premium.

- Coverage is renewable each year after "Inactivity"
  - 40% of the expiring premium for the first year of "Inactivity"
  - 30% of the expiring premium for the second year of "Inactivity"
  - 20% of the expiring premium for each subsequent year

# Retirement

Any Certificate holder (member) who retires during the policy period is automatically provided with 7 years post-retirement coverage immediately following the end of that policy period at no additional cost.

“Retirement” shall mean a complete discontinuance of his/her practice/profession & shall include retirement, death, disability or cessation of business.

## Scope of Practice For BCACC Members

“Clinical Counselling” means the assessment, evaluation, diagnosis and treatment of behavioral, cognitive, social, mental or emotional issues, problems or disorders, and the use of Clinical Counselling values, principles and treatment methods, including psychotherapy (1), to help individual, couple, family, and group clients understand, cope with and resolve their situation, *in order to*

- (a) enhance personal, couple, family, group, organizational or community growth and effectiveness;
  - (b) promote healthy interpersonal relationships;
  - (c) encourage self growth;
  - (d) sustain mental, emotional, physical and spiritual health.
- (1) “Psychotherapy” means the treatment, by psychological means, of problems of an emotional nature in which a trained person deliberately establishes a professional relationship with the client with the object of removing, modifying or retarding existing symptoms, mediating disturbed patterns of behaviour, and promoting positive personality growth and development.

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***“Clinical Counselling Services” refers to one or more of the following:***

- (a) assessment, evaluation, diagnosis and treatment of individuals, couples, families and groups in a wide variety of methods and settings;
- (b) strategic intervention to facilitate optimum growth and functioning in client’s lives;
- (c) consultation and referral to appropriate client services which lie beyond the Registered Clinical Counsellor’s areas of expertise;
- (d) provision of supervision and/or consultation to Clinical Counselling (and other) professional practitioners, students and supervisees;
- (e) program development, research, teaching and contributions to the body of literature dedicated to Clinical Counselling practice;
- (f) testing, consulting, mediation and coaching practices.

*Approved by Board of Directors  
October 23, 2003  
JB/ma*

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# Office Package Insurance Program (PLAN II, III & IV)

The following is an Executive Summary of some of the key coverage provided by the program. This program is one of the broadest in the industry and allows members to tailor their coverage to their specific needs.

Coverage may be purchased for both commercial premises and “Home Based Businesses”. Some residential insurance policies offer “Home Based Business” riders; however they should be read very carefully to ensure that they offer adequate coverage. Many of these products are strictly limited to “on premises” coverage for both property and liability.

## Basic Package

<b>Limit of Liability (PLAN II)</b>	\$	N/A	Business Contents
	\$	N/A	Crime Insurance
	\$	2,000,000	Commercial General Liability

\*\*\* Members, who have an office or do any private practice field work, should consider Plan II as the minimum requirement to supplement their Professional Liability coverage. Professional Liability DOES NOT include General Liability. The Commercial General Liability only 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. Other liability exposures from your business activity are only covered by purchasing Plan II.

<b>Limits of Coverage (PLAN III) (for home-based offices only)</b>	\$	10,000	Business Contents - \$500 Deductible (All Risk, Replacement Cost, 90% Co-Insurance)- includes computer hardware.
	\$	5,000	Crime Insurance, including Employee Dishonesty
	\$	2,000,000	Commercial General Liability

<b>Limits of Coverage (PLAN IV) (for offices in commercial locations or home-based offices needing increased office contents over Plan III)</b>	\$	50,000	Business Contents - \$500 Deductible (All Risk, Replacement Cost, 90% Co-Insurance)- includes computer hardware and leasehold improvements.
	\$	5,000	Crime Insurance, including Employee Dishonesty
	\$	2,000,000	Commercial General Liability

## Extensions of Coverage (Plan III & IV only)

\*\*\*Note- Plan III provides the same coverage but reduced limits.

<b>Property Insurance</b>	\$	25,000	Property at Temporary Locations
	\$	25,000	Property at a Newly Acquired Location
	\$	2,500	Personal Property of Employees (\$500. per employee)
	\$	10,000	Building Damage by Theft
	\$	2,500	Plants, Shrubs & Trees

	\$ 50,000	Valuable Papers
	\$ 50,000	Accounts Receivable Records
	\$ 50,000	Professional Fees due to a Loss
	\$ Included	Sewer Backup (\$2500 deductible)
	\$ 25,000	Fire Department Charges
	\$ Included	Computer Accidental Breakdown
	\$ Included	Data, Media & Extra Expense
	\$ 25,000	Consequential Loss/Electrical Damage/Off-Premises Services
	25,000	Debris Removal Extension
	25,000	Fire Protection Equipment Recharge
	\$ 25,000	Exhibition Floater
	\$ Included	Signs
	\$ Included	Blanket Glass
	\$ 25,000	Contents Off Premises
	\$ 25,000	Property in Transit
	\$ 25,000	Unnamed locations
	\$ 10,000	Master Key
<b>General Liability Insurance</b>		<ul style="list-style-type: none"> <li>• Products &amp; Completed Operations</li> <li>• Personal Injury/Libel/ Slander</li> <li>• Blanket Contractual Liability</li> <li>• Employees as Additional Named Insured's</li> <li>• Property Damage - \$500. Deductible</li> <li>• Cross Liability</li> <li>• Broad Form Property Damage</li> <li>• Intentional Acts to Protect Persons or Property</li> <li>• Advertiser's Liability - \$5,000.</li> <li>• Broad Form Tenant's Legal - \$500,000. - \$500. Deductible</li> <li>• Contingent Employer's Liability</li> </ul> <p>**If you do not provide Worker's Compensation then additional coverage is required</p> <ul style="list-style-type: none"> <li>• Elevator Collision</li> <li>• Voluntary Medical Payments - \$10,000.</li> <li>• Voluntary Property Damage Payment - \$500.</li> <li>• Non-Owned Automobile - (Endorsement #6)</li> <li>• Non-Owned Watercraft</li> <li>• Damage to Hired Auto - \$35,000. (Endorsement #94)</li> <li>• Contractual Liability (Endorsement #96)</li> </ul>
<b>Business Interruption</b>		<ul style="list-style-type: none"> <li>• 12 Months Actual Loss Sustained - Profits form</li> </ul>
<b>Extra Expense</b>		<ul style="list-style-type: none"> <li>• 10,000. (100% available in the first 30 days)</li> </ul>
<b>Crime Insurance</b>		<ul style="list-style-type: none"> <li>• Employee Dishonesty - Form "A"</li> <li>• Inside/Outside Robbery/Holdup</li> <li>• Money Orders/Counterfeit Paper Currency</li> <li>• Depositor's Forgery</li> <li>• Medical Expenses Following Crime or Attempted Crime</li> </ul>

## Options

- Business Contents can be increased over the Basic Package limit of \$50,000.
- Commercial General Liability can be increased over the Basic Package limit of \$2,000,000 to \$5,000,000.
- Accidental Death & Dismemberment- 24 hour World Wide coverage payable in the event of death or injury caused by an accident from business or personal activities.

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