



MALPRACTICE INSURANCE FAQ FOR RXA MEMBERS THAT HOLD CPBA INSURANCE

Q) What do I do if a claim is made against me?

- A) When you have a claim, verbal or written allegations against you: contact Encon and Marsh Canada Limited as soon as you become aware of a claim or a pending claim. Preserve all documentation that could potentially relate to the claim, including electronic correspondence/documents. Forward all legal documentation to Encon and Marsh Canada Limited as soon as possible. Keep all the lines of communication with Encon and Marsh Canada Limited open at all times. Do not discuss the claim with anyone, other than Encon and Marsh Canada Limited at any time. Participate when asked to and be patient.

TO REPORT A CLAIM TO ENCON

Complete the E-notice of Claim: <https://www.encon.ca/English/liability/Claims/Pages/eNotice.aspx>

Q) If a claim is made against me after I retire for an error that occurred when I worked, will my malpractice insurance still cover me?

- A) Yes, CPBA's policy includes a three year tail coverage, which will respond to claims against former certificate holders who retire while their coverage is still in force (but only for claims related to services provided prior to retirement).

Q) I have a part-time pharmacy job in addition to my full time employment. Does the CPBA policy provide coverage for these activities?

- A) Individual professional liability insurance covers you for your professional pharmacy services outside of your employers' setting as long as they are within the regular duties and activities or "scope of practice" for a pharmacist. It is fairly common that your employer's coverage may have limitations for activities that are not related to your employer.

Q) Is there a difference if I am hired as an employee through a contract or self-employed?

- A) There is no difference, as long as you practice within the scope of "insured services". "Insured services" are defined as: "those services rendered by the insured, while acting within the scope of the insured's duties as a pharmacist". Please check with ACP for further clarification on your duties.

Q) Does my insurance cover all the activities under pharmacists' scope of practice such as prescribing or administration of injections?

- A) The CPBA policy will provide coverage for your practice within the scope of "insured services" as described above.

Q) If I practice out of province will I still be covered by my malpractice insurance?

- A) The CPBA policy is designed to provide Canada wide coverage. However, you should be aware that some provinces might have a mandatory limit requirement that may differ from that of Alberta. You are advised to check with the college where you intend to practice to make sure you will comply with their requirements and that you are already licensed to practice.

Please note that this coverage excludes any claim that is brought in USA from internet sales or if you operate a pharmacy in USA and provide services there.

In addition, if you are knowingly providing services to a non-Canadian, you should request that they execute a Governing Law and Jurisdiction Agreement (www.rxa.ca/n_MemberPrograms/Insurance.aspx).

Q) What happens to my coverage when I retire?

A) CPBA Errors & Omissions coverage is designed to provide members exiting the industry (either temporarily or permanently) with an automatic 3 years discovery once they allow their policy to lapse.

The largest percentage of claims are reported within the first 12 months of the incident. For every subsequent year following, the risk of loss reduces.

When considering retirement or leaving the profession, look back on your years of practice and consider any problem cases you may have encountered – either as a result of a physician being overly aggressive in his/her prescriptions, any difficult patients you had to deal with, or any other matters which you might reasonably feel could give rise to a claim.

If upon reflection you cannot recall any issues that you feel would be concerning, it would be acceptable to lapse coverage as of the expiry of your annual policy.

Otherwise, the purchase of an extra year of coverage can provide additional peace of mind.

Please note that the 3 year discovery period does not provide active coverage, but rather provides the pharmacist with an additional 3 years to report any claims that occurred while the policy was in force.

Please also note, if you are lapsing coverage but not exiting the practice of pharmacy, the discovery period is designed to cover claims reported for incidents that occurred while your policy was active for the 3 years following your policy expiry date.

Example: A pharmacist retires June 2017 and allows her policy to lapse at renewal on July 1, 2017.

(A) A claim is reported on September 1, 2017 citing an incident that occurred on April 1, 2017. While the policy was allowed to lapse on July 1, 2016, coverage under the CPBA program provides a, automatic 3 year discovery period and therefore the insurer would be obliged to respond to the claim as it occurred while the policy was in force.

(B) A claim is reported on September 1, 2017 citing an incident that occurred while the retired pharmacist was volunteering at an event on August 1, 2017. Although the claim was launched during the discovery period, the incident itself took place after coverage lapsed on July 1, 2017; therefore, the CPBA policy would not respond.

If you have any additional questions or wish to discuss further, please do not hesitate to contact Marsh at 1-877-484-0966 or email CPBA@marsh.com

** Please note the above information has been provided to you for reference only. More detailed and specific information can be found in CPBA's insurance policy.