

## INCIDENTS CAN HAPPEN:

WE ARE THERE WHEN YOU NEED US.

The Canadian Pharmacists Benefits Association (CPBA) is managed and operated for the sole benefit of provincial member associations, and works to provide you with access to comprehensive and exclusive professional liability coverage.

Pharmacists must be members of their provincial association to benefit from the CPBA-sponsored insurance program.

A major benefit of CPBA is to facilitate education of constituents on the importance of insurance to their practices and the value of the different types of insurance.

Information in this brochure represents a synopsis of coverage and is provided as a reference only. The actual policy, including endorsements determines coverage. It contains exclusions, limitations and other provisions not referenced (or only briefly summarized) here and the policy should be consulted for full coverage terms, conditions and requirements. Deductibles may apply. For exact terms, definitions, limitations, and exclusions, please speak with your licensed Marsh Canada Limited insurance broker, or refer to the policy wording.

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To learn more about the exclusive benefits of the CPBA-sponsored program, please visit [www.cpba.ca](http://www.cpba.ca).

For more information, please contact a Marsh Canada Limited licensed insurance broker:

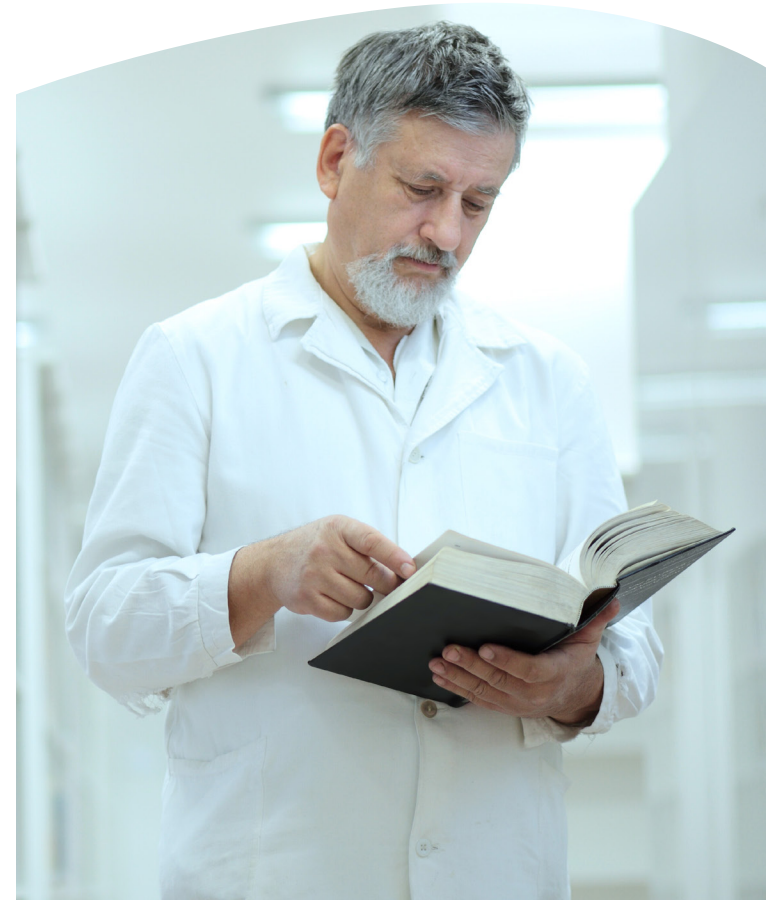
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Insurance program underwritten by  
ENCON Group Inc.



**PROFESSIONAL LIABILITY  
INSURANCE PROGRAM**

**COVERAGE DESIGNED FOR THE BENEFIT  
OF CPBA MEMBERS**

# PROFESSIONAL LIABILITY INSURANCE

## Designed Specifically with Pharmacists in Mind

### WHAT IS PROFESSIONAL LIABILITY INSURANCE?

Errors and omissions (E&O) or professional liability insurance helps protect you from claims arising from the delivery of your professional services. It also helps protect against liability arising from accusations of negligence or the failure to deliver the services expected of you.

### WHY DO I NEED PROFESSIONAL LIABILITY INSURANCE?

Aside from regulatory requirements, E&O insurance is recommended as it is intended to ensure that you have the financial resources to defend and potentially pay for incidents that you are deemed liable for as a result of rendering your professional services. Pharmacists need professional liability insurance to cover their professional services, in case professional mistakes or omissions happen. Coverage may help protect personal assets and provide resources to help maintain a good reputation through the defense of allegations of wrongdoing which might be frivolous or false.

### IS OTHER INSURANCE NEEDED?

Yes, depending upon your particular circumstances. You are still at risk for liability arising from non-professional activities. For example, if you are the store owner a client may fall on the premises and it is therefore recommended that you are also covered for this risk under a general liability policy.

### CPBA'S EXCLUSIVE E&O INSURANCE PROGRAM INCLUDES:

- **Duty to Defend** – Should a claim be made against you, the insurer is an ally in your defense.
- **Individual Limits** – Meaning the policy limits are not shared amongst a group. Limits are individual so that the aggregate only applies to you.
- **Scope of Coverage** – Coverage while acting within the scope of your duties as a pharmacist, including but not limited to opinions and/or counselling. Coverage is portable and covers you 24/7 while working for your employer or any other organization.
- **Extended Reporting Period** – In the event you allow your individual policy to lapse, the policy grants an automatic three year Extended Reporting Period at no additional cost.

**LOSS OF EARNINGS** - Daily maximum amount allotted for actual loss of wages due to time off work incurred at the request of the insurer during a legal proceeding.

### CYBER SECURITY AND PRIVACY

**MISCONDUCT** - Covers legal costs for infringement, and security or privacy breach and personal data injury.

### CRIMINAL DEFENSE REIMBURSEMENT -

Provides reimbursement for defence of abuse or sexual misconduct charges upon a finding of no liability or the case is dismissed.

*CPBA supports you through the policy developed to meet the specific needs of pharmacists.*

### SUPPLEMENTARY POLICY

CPBA recognizes that some pharmacists may be provided automatic E&O coverage through their employer.

In order to have peace of mind, pharmacists now have the option to purchase a "Supplementary" policy that will help cover you for potential possible coverage gaps in your employer's policy.

It is important to note that you must have VALID primary coverage in order for the Supplementary insurance to respond. Please ensure that the primary coverage has not lapsed, was cancelled nor is invalid.

### POLICY WORDINGS CAN VARY WIDELY

There is no "standard" policy wording for E&O coverage, nor is there a "one-size-fits-all" E&O policy. Your insurance policy is a legal document. It is important that you read through the policy wording in its entirety including the "core" wordings, definitions, exclusions, and any endorsements.

Should you require clarification or have questions, we encourage you to discuss the policy wording with the program's licensed, knowledgeable insurance broker — Marsh Canada Limited.