

**Group Program  
Quebec Psychologists  
Professional Liability  
(Errors and Omissions)  
Insurance Policy**

**This wording does not form part of the policy, it is made available for information only. Only the French version has a contractual value.**

**IMPORTANT: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OFFERED UNDER THIS INSURANCE POLICY APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD. PLEASE READ YOUR POLICY CAREFULLY.**

*Words and phrases that appear in bold face are defined in Section 7, Definitions.*

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the insurer shown in the Declarations (hereinafter called the "Insurer") including the statements made in the application and its attachments and subject to all the terms, conditions and limitations of this policy, the Insurer agrees as follows:

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**SECTION 1 – INSURING AGREEMENTS**

**A- PROFESSIONAL LIABILITY COVERAGE**

The Insurer agrees to pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay on account of any **claim** first made against him during the **policy period**, for any **damages** because of a wrongful act, error, omission or negligent act in the course of **professional services**, provided the **claim** is reported to the Insurer while the policy is in force.

**B- PENAL LEGAL COSTS COVERAGE**

The Insurer agrees to reimburse **legal costs** incurred by the **Member** in the course of **professional services**, in the defense of charges of a penal nature brought against the **Insured** under any federal or provincial law, provided:

- (a) that he notifies the Insurer while this policy is in force that he is the object of an inquiry or a charge or that he is compelled to stand trial; and
- (b) that the notice to appear or any other communication urging him to appear in court is received by him after the effective date of this coverage; and
- (c) that he is not, in the end result, found guilty of an offence in respect of the charges laid or that such charges are withdrawn.

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**SECTION 2 – EXCLUSIONS**

This policy shall not apply to:

- (a) Fines, penalties, punitive and exemplary damages or any other non-compensatory damages;
- (b) Any fraudulent, dishonest or criminal act or wilful error, omission or negligence, but this exclusion shall not apply to an **Insured** who has not committed or is not involved in said act, error, omission or negligence;
- (c) **Claims** based upon, arising out of, or directly or indirectly resulting from a material written or utterance made by or at the direction of the **Insured** with knowledge of its falsity;
- (d) **Claims** made by any entity:
  - i. that wholly or partly owns the **Member**;
  - ii. that controls, operates or manages the **Member**;
- (e) **Claims** made by any entity:
  - i. when the **Member** is a partner or employee thereof;
  - ii. that is wholly or partly owned by the **Member**, unless the **Member's** collective interest in the entity represents less than 10% of the voting shares;
  - iii. that is controlled, operated or managed by the **Member**;
- (f) Damage to, destruction or loss of use of, any property loaned to, held for sale by, or in the care, custody or control of the **Insured**, including for warehousing purposes;

- (g) A. Injury or damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**:
- (1) At or from premises which are or were at any time owned, rented or occupied by an **Insured**;
  - (2) At or from any site or location which is or was at any time used by or for an **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
  - (3) Which are or were at any time transported, handled, stored, disposed of, or processed as waste by or for an **Insured** or any person or organization for whom the **Insured** may be legally responsible;
  - (4) At or from any site or location on which an **Insured** or any contractors or subcontractors working directly or indirectly on behalf of an **Insured** are performing operations:
    - i. if the **pollutants** are brought on or to the site or location in connection with such operations;
    - ii. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **pollutants**.

Sub-paragraphs (1) and (4) i. of this exclusion do not apply to injury or damage caused by heat, smoke or fumes from a "hostile fire". As used in this exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

B. Any **loss**, cost, or expense incurred to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**;

*NOTE: The following exclusions (h), (i), (j), and (k) apply regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **loss** or **damage**.*

(h) Liability imposed by or arising under any nuclear liability act;

(i) **Damages**:

i. with respect to which an **Insured** under this policy is also insured under a contract of nuclear energy liability insurance (whether the **Insured** is unnamed in such contract and whether or not it is legally enforceable by the **Insured**) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for termination upon exhaustion of its limit of liability;

ii. resulting directly or indirectly from the **nuclear energy hazard** arising from:

- the ownership, maintenance, operation or use of **nuclear facility** by or on behalf of an **Insured**;
- the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**;
- the possession, consumption, use, handling, disposal or transportation of **fissionable substances**, or of other **radioactive material** (except radioactive isotopes, away from a **nuclear facility**, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an **Insured**;

(j) i. **Claims** based upon, arising out of, or directly or indirectly resulting from the actual or alleged inhalation of, contact with, exposure to, use of, existence of, presence of, asbestos or any material containing asbestos in whatever form or quantity, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of asbestos or any material containing asbestos;

ii. **Claims** made by or on behalf of a governmental authority or arising out of any order or demand under any legislation or regulation that the **Insured** or others perform or assume liability for the following:

- operations to evaluate or assess the presence or absence of asbestos, its effects or quantity;
- operations to test for, monitor, contain, treat, detoxify, neutralize, identify, cleanup, sample, remove, abate, mitigate, or dispose of asbestos;
- any other actions to respond to situations involving asbestos;

iii. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with i. or ii. above;

iv. any obligation to pay **damages**, share **damages** with or repay someone else who must pay **damages** because of such injury or damage referred to in i., ii. or iii. above;

(k) **Claims** based upon, arising out of, or directly or indirectly resulting from the actual or alleged civil or foreign war, invasion, hostilities (whether war be declared or not), act of foreign enemy, rebellion, insurrection, revolution, military or usurped power, martial law or confiscation by order of any government or any public authority.

(l) With respect to Insuring Agreement B, **legal costs** incurred in connection with any fact or circumstance known by the **Member** prior to the effective date of this Insuring Agreement B.

### SECTION 3 – LIMITS OF LIABILITY AND DEDUCTIBLE

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- 3.01 The limits of liability stated in the Declarations and the rules below fix the most the Insurer shall pay regardless of the number of Insureds, claims made or persons or organizations making claims.
- (a) Subject to (b) below, the limit of liability stated as applicable to each **loss** shall be the Insurer's maximum liability for all **damages** arising out of any one **loss** and shall apply in excess of the applicable deductible stated in the Declarations;
  - (b) The aggregate limit of liability shall be the Insurer's maximum liability for all **losses** giving rise to **claims** made during the **policy period**.
- As the policy covers more than one **Member**, the limit of liability for each **loss** and the aggregate limit of liability apply separately to each **Member** whether practicing alone or in a partnership or firm.
- 3.02 **Claims** arising out of interrelated circumstances shall be considered a single **loss**. One deductible amount shall apply to each and every **loss**.
- 3.03 If the **policy period** is extended, the additional period shall be deemed part of the last preceding period for purposes of determining the limits of liability.
- 3.04 If the Insurer has agreed to increase the limit of liability under this policy or any prior policy issued by the Insurer (if this policy forms part of a continuous series of renewals), such increase shall not apply to :
- (a) **Claims** made before the effective date of the increase;
  - (b) Any fact or circumstance known to the **Insured** on the effective date of the increase and likely to give rise to a **claim**.
- 3.05 If the limit of liability has been reduced, the reduced limit shall apply to all **claims** made to the Insurer after the effective date of the reduction, whether or not the **Insured** had prior knowledge of the **claim** or of any fact or circumstance likely to give rise to a **claim**.
- 3.06 With respect to Insuring Agreement B:
- (a) The limit of liability is specified in the Declarations and shall be applied in excess of the applicable deductible as specified in the Declarations;
  - (b) All interrelated charges or charges arising out of the same offence shall be considered a single offence;
  - (c) In the event a single offence includes more than one charge, the reimbursement shall be prorated in the proportion that the number of charges for which the **Member** is found not guilty or which are withdrawn bears to the total number of charges.

### SECTION 4 – DEFENSE AND SETTLEMENT

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- 4.01 The Insurer shall have the right and duty to defend any **claim** against the **Insured** for any **damages** covered under this policy. With respect to any **claim** it defends, the Insurer agrees to pay all **defense costs** in addition to the limits of liability.
- 4.02 The **Insured** shall not, except at his own cost, admit any liability, settle or attempt to settle any **claim**, incur any **defense costs**, or assume any contractual obligation without the Insurer's consent. However, a declaration of facts, without admission of liability, made by the **Insured** if required by law shall not invalidate the insurance afforded by this policy.
- 4.03 The Insurer shall have the right to investigate any **claim** and negotiate the settlement thereof, as it deems expedient, but the Insurer shall not make any settlement without the consent of the **Insured** involved. If, however, the **Insured** shall refuse to provide consent, the Insurer's liability for the **claim** shall be limited to the amount for which the **claim** could have been settled, including interest and **defense costs** incurred up to the date of such refusal, any excess to be borne by the **Insured**.
- 4.04 The Insurer's right and duty to defend shall end when the applicable limit of liability is exhausted by the settlement of **claims**.

### SECTION 5 – NOTICE OF CLAIMS

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Written notice of **claim** or of facts or circumstances which may reasonably be expected to give rise to a **claim** shall be given to the Insurer as soon as it becomes known and while this policy is in force. Any interested person may give such notice. Failure to give notice of **claim** or of facts or circumstances which may reasonably be expected to give rise to a **claim** as soon as practicable shall not affect the right of any of the **Insureds** who did not have knowledge of the **claim**, facts or circumstances provided notice is received while the policy is in force.

Notwithstanding the above, failure to notify the Insurer in writing as soon as practicable entails forfeiture of the **Insured's** right to indemnity, if such failure causes prejudice to the Insurer.

In order not to cause prejudice to the **Insured** if this policy is cancelled or not renewed by the **Insured** or the Insurer, the Insurer agrees to grant the **Insured** an additional period of fifteen (15) days following the date of cancellation or non-renewal for giving the Insurer written notice of any **claim** (or of facts or circumstances which may reasonably be expected to give rise to a **claim**) made against him during the **policy period**. In the event of **claim**, the **Insured** must:

1. immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
2. authorize the Insurer to obtain records and other information;
3. cooperate with the Insurer in the investigation, settlement or defense of the **claim**; and
4. upon the Insurer's request, assist the Insurer in the enforcement of any right against any person or organization which may be liable to the **Insured**.

If, during the **policy period**, the **Insured** shall become aware of facts or circumstances which may reasonably be expected to give rise to a **claim** and shall give written notice thereof to the Insurer, then any **claim** which may subsequently arise out of such facts or circumstances shall, for the purpose of this policy, be considered to have been made during the **policy period** in which the facts or circumstances were first reported to the Insurer. The **Insured** shall give the Insurer such information as it may require regarding such facts or circumstances.

All **claims** arising out of the same **loss** shall be deemed to have been reported at the time the first of those **claims** is reported to the Insurer.

Any wilfully false statement shall entail forfeiture, for the person making it, of the right to indemnity with respect to the risk to which the statement relates.

## SECTION 6 – GENERAL CONDITIONS

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### 6.01 Policy Changes

This policy contains all the agreements between the **Policyholder**, the **Member** and the Insurer concerning the insurance afforded. The terms of this policy shall not be waived or changed, except by endorsement issued by the Insurer and made a part of this policy.

### 6.02 Declarations

By acceptance of this policy, the person who signed the application agrees:

- that the statements in the application and the Declarations are accurate and complete and are based upon representations he made to the Insurer;
- that this policy has been issued in reliance upon such representations.

Any misrepresentation or concealment by the person who signed the application of any facts known to him which are likely to materially influence a reasonable insurer in the setting of the premium, the appraisal of the risk or the decision to accept it shall void the contract at the instance of the Insurer, even in respect of **losses** not connected with the risk so misrepresented or concealed.

Unless the bad faith of the person who signed the application is established or unless it is established that the Insurer would not have accepted the risk if it had known the true facts, the Insurer shall remain liable towards the **Insured** for such proportion of the indemnity as the premium it collected bears to the premium it should have collected.

### 6.03 Notice

Notices by the **Insured** or the **Policyholder** to the Insurer shall be mailed to the address shown in the Declarations.

Notices by the Insurer to the **Policyholder** shall be mailed to the address shown in the Declarations or any other address notified in writing to the Insurer.

Notices by the Insurer to the **Insured** shall be mailed to:

- the **Policyholder** at the address shown in the Declarations or any other address notified in writing to the Insurer, with respect to any matter concerning all **Insureds**;
- a **Member** at the address shown on his certificate of insurance or any other address notified in writing to the Insurer, with respect to any matter concerning that **Member**.

### 6.04 Separation of Insureds

Except with respect to the limits of liability and any rights or duties specifically assigned to a **Member**, this insurance shall apply in the same manner and to the same extent as if a separate policy had been issued to each **Insured**.

### 6.05 Assignment

Assignment of interest under this policy shall not bind the Insurer unless its consent thereto is given in writing.

### 6.06 Cancellation

The **Members** agree that the **Policyholder** shall be their agent for the purpose of giving or receiving notice of cancellation of this policy.

- (a) The **Policyholder** may cancel this policy by mailing or delivering to the Insurer written notice stating when thereafter the cancellation shall be effective. If no date is specified, cancellation shall be effective upon receipt of the notice.

It shall be the **Policyholder's** responsibility to advise all **Members** of this cancellation.

- (b) Any **Member** may cancel his enrolment in this policy by mailing or delivering to the Insurer written notice stating when thereafter the cancellation shall be effective in his respect. If no date is specified, cancellation shall be effective upon receipt of the notice.

- (c) The Insurer may cancel this policy by giving to the **Policyholder**, at the last mailing address known to it, written notice of cancellation by registered or certified mail or personally delivered at least:

- i. fifteen (15) days before the effective date of cancellation if cancellation is effected for non-payment of premium; or
- ii. ninety (90) days before the effective date of cancellation if cancellation is effected for any other reason.

Except in Quebec, if notice is mailed, cancellation takes effect fifteen (15) or ninety (90) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice. In Quebec, cancellation

takes effect either fifteen (15) or ninety (90) days after receipt of the notice at the last known address, depending upon the reason for cancellation.

It shall be the **Policyholder's** responsibility to advise all **Members** of this cancellation.

- (d) The Insurer may, subject to the **Policyholder's** written consent, cancel the enrolment of a **Member** in this policy by giving to that **Member**, at the last mailing address known to it, written notice of cancellation by registered or certified mail or personally delivered at least:
- i. fifteen (15) days before the effective date of cancellation if cancellation is effected for non-payment of premium; or
  - ii. sixty (60) days before the effective date of cancellation if cancellation is effected for any other reason.

Except in Quebec, if notice is mailed, cancellation takes effect fifteen (15) or sixty (60) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice. In Quebec, cancellation takes effect either fifteen (15) or sixty (60) days after receipt of the notice at the last known address, depending upon the reason for cancellation.

If this policy is cancelled, the Insurer shall send the **Policyholder** or the **Member**, as the case may be, any premium refund due. If the Insurer cancels, the refund will be pro rata. If the **Policyholder** or **Member** cancels, the refund shall be computed in accordance with the Insurer's short rate table. The cancellation shall be effective even if the Insurer has not made or offered a refund.

#### 6.07 Notice of Non-renewal or Change

If the Insurer refuses to renew this policy, the Insurer shall give to the **Policyholder** written notice at least sixty (60) days before the expiration date of the policy. If the notice is received less than sixty (60) days before the expiration date, the **policy period** shall be extended for the number of days required to satisfy the 60-day notice, subject to the payment of an additional premium that shall be a prorated proportion of the last annual premium.

If the Insurer makes any change to this policy that reduces coverage, the Insurer shall give to the **Policyholder** written notice at least sixty (60) days before the effective date of the change.

It will be the **Policyholder's** responsibility to advise all **Members** of the non-renewal of or change to the policy.

#### 6.08 Payment of Premium

The **Member** shall be responsible for the payment of all premiums and shall be the payee for any return premiums payable by the Insurer. Premium shall be payable as follows:

- (a) With respect to any **Member** included in paragraphs (a), (b) and (d) of the definition of "**Member**" in Section 7, the premium shall be a flat minimum premium for the entire **policy period**; if the **Member** ceases to practice during the **policy period**, the **Member** shall remain insured at no extra charge for the subsequent policy periods;
- (b) With respect to any **Member** included in paragraph (c) of the definition of "**Member**" in section 7, the premium shall be a one-time premium only, payable at the time of enrolment in this policy and valid for the **policy period** and all subsequent policy periods.

#### 6.09 Computation of Premium

The Insurer shall compute all premiums for this policy in accordance with its rules and rates.

A deposit premium shall be charged at the inception of the **policy period** and shall be regularly adjusted thereafter based on the lists of **Members** furnished to the Insurer.

The **Member** and the **Policyholder** must keep records of the information needed by the Insurer for premium computation and shall send copies to the Insurer at such times as it may request.

#### 6.10 Other Insurance

- (a) If the **Insured** has other valid insurance against **damages** covered by this policy, except an insurance policy issued by a subsidiary of the parent company of the Insurer, then this policy shall be excess over such other insurance, unless such other insurance is written only as specific excess insurance, in which case this policy shall be primary.
- (b) If the **Insured** has other valid insurance against **damages** covered by this policy, under a policy issued by a subsidiary of the parent company of the Insurer, the policy that applies most specifically to the **claim** shall be primary and the other insurance shall be excess. The Insurer's liability for any one **loss**, however, shall in no event exceed the highest limit of liability applicable to the **loss** under all policies.

#### 6.11 Subrogation

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery therefor against any person or organization. The Insurer may be fully or partly released from its obligation towards the **Insured** where, owing to any act of the **Insured**, it cannot be so subrogated.

#### 6.12 Currency

All limits of liability, premiums, deductibles and other amounts as expressed in this policy are in Canadian currency. If judgment is rendered or if a settlement is denominated in a currency other than Canadian dollars, payment under this policy shall be made in Canadian dollars. The rate of exchange shall be the rate in force on the date the final judgment is rendered or the date the amount of the settlement is agreed upon and, with respect to the payment of the premium, the rate in force on the date of billing.

### 6.13 Bankruptcy and Insolvency

**Bankruptcy or insolvency** of the **Insured** shall not relieve the Insurer of its obligations under this policy.

### 6.14 Action against the Insurer

No action shall lie against the Insurer unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy.

### 6.15 Right of Audit

The Insurer may examine and audit the **Policyholder's** and the **Insured's** books and records at any time during the **policy period** and within three (3) years after the termination of this policy, as far as they relate to the subject matter of this insurance.

### 6.16 Policy Territory

This insurance shall apply anywhere in the world if the professional services are rendered to clients, residing in Quebec or outside Quebec, and according to the permit issued by the Order of Psychologists of Quebec

All actions against the Insured must be

- i) filed within Canada
- ii) the Insured's liability to pay damages is established by a judgement on the merits rendered in Canada

## SECTION 7 – DEFINITIONS

Whenever used in this policy :

**Bankruptcy** means the legal status of the Insured at the time or date of the granting of a receiving order against the Insured, the filing of an assignment of property by or in respect of the Insured or the event that causes an assignment by the Insured to be deemed.

**Claim**, either in the singular or the plural, means:

A verbal or written demand for monetary relief made against and received by the Insured and alleging a wrongful act, error, omission or negligent act; or

Any verbal or written allegation of a wrongful act, error, omission or negligent act made against the Insured;

in connection with damages covered under this policy.

**Damages** means compensatory damages that the Insured is legally obligated to pay pursuant to a judgment or settlement.

**Defense costs** means:

Reasonable costs, charges, fees (including but not limited to lawyers' and experts' fees) and expenses incurred by the Insurer in defending or investigating claims;

All premiums on bonds to release attachments for an amount not in excess of the limit of liability, but without any obligation to apply for or furnish such bonds;

All reasonable expenses (other than loss of earnings or salaries) incurred by the Insured at the Insurer's request in assisting the Insurer in the investigation or defense of any claim or suit;

All costs taxed against the Insured in any civil action defended by the Insurer and any interest accruing after entry of judgment (or, in those jurisdictions where statute prescribes interest from some other date, from such prescribed date) upon that part of the judgment which is within the scope of coverage of this policy;

Loss of earnings or salaries incurred by the Member in assisting the Insurer, at the Insurer's request, in the investigation or defense of any claim or suit, up to \$250 a day.

**Fissionable substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

**Insolvency** means the financial position of the Insured as a debtor as that term is defined and used within the provisions of the Bankruptcy and Insolvency Act R.S. (1985), c. B-3. Without limiting the generality of the foregoing, the insolvency shall occur when any receiver, conservator, liquidator, trustee, sequestrator, court or similar provincial or federal official or a creditor takes control of, supervises, manages or liquidates the Insured.

**Insured** means:

The Member;

Each of the following individuals, but only while he is or was acting within the scope of his duties for the Member (whether still in his job or not):

any employee of the Member, whether compensated or not;  
any volunteer of the Member;

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any student under the supervision of the Member;  
any candidate in admission to the Policyholder under the supervision of the Member;

The organization under whose name the Member practices, except a limited liability partnership or a joint-stock company, but only with respect to damages because of a wrongful act, error, omission or negligent act in the course of professional services.

Any Member who no longer practices or has died, but only with respect to claims arising out of professional services rendered before the Member ceased to practice or died;

Any former Member, but only with respect to claims arising out of professional services rendered when such Member was a member in good standing of the Policyholder or was a psychotherapist holding a permit issued by the Policyholder;

The estate, heirs, legal representatives acting in their capacity as such or assigns of any individual or organization specified in paragraphs (a), (b), (d) and (e).

**Legal costs** means:

- (a) attorneys' fees, subject to a maximum hourly rate of \$175;
- (b) extrajudicial costs;
- (c) experts' fees, subject to a maximum of \$2,500 in the aggregate for each **policy period**.

**Loss** means the consequences of any wrongful act, error, omission or negligent act which give rise to one or more **claims**.

**Member:**

- (a) A professional who is a member in good standing of the **Policyholder**, in private practice and enrolled in this policy according to the list furnished to the Insurer;
- (b) A professional who is a member in good standing of the **Policyholder**, works for an employer, has no professional liability insurance through that employer and has enrolled in this policy according to the list furnished to the Insurer;
- (c) A professional who is a member in good standing of the **Policyholder**, works for an employer, has professional liability insurance through that employer and has enrolled in this policy according to the list furnished to the Insurer, but only with respect to **claims** arising out of his private practice prior to being employed;
- (d) A psychotherapist holding a permit issued by the **Policyholder**, in private practice and enrolled in this policy according to the list furnished to the Insurer, however excluding any member of a professional order other than the **Policyholder** whose member can practice psychotherapy, but only for the **Professional services** insured rendered while holding such permit;
- (e) A psychotherapist holding a permit issued by the **Policyholder**, works for an employer, has no professional liability insurance through that employer and has enrolled in this policy according to the list furnished to the Insurer, however excluding any member of a professional order other than the **Policyholder** whose member can practice psychotherapy, but only for the **Professional services** insured rendered while holding such permit;
- (f) A student or a candidate in admission who has enrolled in this policy according to the list furnished to the Insurer but only if he is under the supervision of a member in good standing of the **Policyholder** who has not enrolled in this policy.

**Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.

**Nuclear facility** means:

- (a) Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b) Any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them; (ii) processing or utilizing spent fuel; or (iii) handling, processing or packaging waste;
- (c) Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste **radioactive material**;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

**Policyholder** means the Ordre des psychologues du Québec as the organization representing **Members** enrolled in this policy.

**Policy period** means the period from the effective date of this policy (or if the **Member** enrolls after the effective date, from the date of his enrolment) to the policy expiration date as set forth in the Declarations, or its earlier cancellation in accordance with clause 6.06.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Professional services** means all services, including opinions and the giving of advice, coming within:

- a) the usual scope of practice of the professional services of a psychologist, provided the **Member** is authorized to render such professional services by the Ordre des psychologues du Québec.
- b) the practice of psychotherapy by the holder of a psychotherapy permit delivered by the the Ordre des psychologues du Québec.

**Radioactive material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.