

2025 CDSPI Malpractice Policy Changes

In addition to changes to formatting and effective dates, the following changes have been included in the 2025 CDSPI Malpractice policy. New wording is highlighted for your reference. **Keep this document with your other policy documents, as it outlines important changes to your coverage.** You can access the full terms and conditions of your policy on our website at <https://www.cdspi.com/insurance/mp-ptc/>. If you have any questions, please call us at 1.800.561.9401.

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Schedule B MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS ARTICLE 2

ELIGIBILITY FOR INSURANCE

2.1 Practicing Status Coverage

An individual is eligible for Practicing Status coverage if he or she is in one of the following categories:

- (a) a Dentist who is licensed or possesses a certificate to practice Dentistry in a province or territory of Canada (other than the Provinces of Ontario, Quebec or Alberta);
- (b) a dental hygienist, certified dental assistant or dental nurse, who is employed by, or under contract to, a Dentist who is licensed or possesses a certificate to practice Dentistry in a province or territory of Canada (other than the Province of Quebec); or
- (c) a dental therapist who is employed by and under the direct supervision of a Dentist who is licensed or possesses a certificate to practice Dentistry in a province or territory of Canada (other than the Province of Quebec);

and has been approved by the Insurer.

Schedule B MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS ARTICLE 2

2.2 Non-Practicing Status Coverage

An individual is eligible for Non-Practicing Status coverage if: he or she is a Dentist described in Section 2.1(a) who, at the time of an event described in Section 2.2(a)(i), 2.2(a)(ii), 2.2(a)(iii), 2.2(a)(iv) or 2.2(a)(v) was insured with Practicing Status coverage and who:

- (a) voluntarily and completely retires from the practice of Dentistry and surrenders his or her license to practice Dentistry;

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Schedule B MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS ARTICLE 2

ELIGIBILITY FOR INSURANCE

2.1 Practicing Status Coverage

An individual is eligible for Practicing Status coverage if he or she is in one of the following categories:

- (a) a Dentist who is licensed or possesses a certificate to practice Dentistry in a province or territory of Canada (other than the Provinces of Ontario, Quebec or Alberta);
- (b) a dental hygienist, certified dental assistant or dental nurse, who is employed by, or under contract to, a Dentist who is licensed or possesses a certificate to practice Dentistry in a province or territory of Canada (other than the Province of Quebec); or
- (c) a dental therapist who is employed by and under the direct supervision of a Dentist who is licensed or possesses a certificate to practice Dentistry in a province or territory of Canada (other than the Province of Quebec);

- (d) a student who satisfies the definition of "Dentist" set out in Section 10.1(b)(ii) undertaking the practice of Dentistry under the direct supervision of a Dentist who is licensed or possesses a certificate to practice Dentistry in a province or territory of Canada (other than the Provinces of Ontario, Quebec or Alberta);

and has been approved by the Insurer.

Schedule B MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS ARTICLE 2

2.2 Non-Practicing Status Coverage

An individual is eligible for Non-Practicing Status coverage if:

- (a) he or she is a Dentist described in Section 2.1(a) who, at the time of an event described in Section 2.2(a)(i), 2.2(a)(ii), 2.2(a)(iii), 2.2(a)(iv) or 2.2(a)(v) was insured with Practicing Status coverage and who:
 - (i) voluntarily and completely retires from the practice of Dentistry and surrenders his or her license to practice Dentistry;

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- (b) moves to Ontario, Quebec or Alberta and surrenders his or her license to practice Dentistry in all other provinces and territories of Canada;
- (c) moves to another country and/or surrenders his or her license to practice Dentistry in all provinces and territories of Canada;
- (d) becomes disabled as a result of sickness (including treatment for drug or alcohol abuse), injury or complications due to pregnancy and is, as a result, unable to perform the whole of the duties of the practice of Dentistry, and surrenders his or her license to practice Dentistry in all provinces and territories of Canada; or
- (e) otherwise voluntarily surrenders his or her license to practice Dentistry in all provinces and territories of Canada.

The estate of any person described in Section 2.1 who was insured with Practicing Status coverage on the date of his or her death is eligible to continue the deceased's coverage as Non-Practicing Status coverage.

If an Insured with Practicing Status coverage or his or her legal representative declares in writing to the Insurer that the Insured has satisfied one of the conditions set out in Section 2.2(a), 2.2(b), 2.2(c), 2.2(d) or 2.2(e) or that the Insured has died, the Insured will continue to be covered as an Insured with Non-Practicing Status coverage under this Policy and the limit of liability and the deductible set out in his or her Memorandum of Insurance on the date of the event described above will continue to apply until the earlier of:

- (i) the end of the event described above, and
- (ii) the date the Insurer ceases to be the insurer for malpractice liability insurance for the Program.

The Named Insured's Non-Practicing Status coverage under this Policy will only apply to acts or omissions which occur while the Named Insured is:

- (i) licensed to practice Dentistry or to perform Dental Services, and
- (ii) insured with Practicing Status coverage.

Each Memorandum of Insurance issued to an Insured who is covered by these provisions will include the words "Non-Practicing Status".

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- (ii) moves to Ontario, Quebec or Alberta and surrenders his or her license to practice Dentistry in all other provinces and territories of Canada;
 - (iii) moves to another country and/or surrenders his or her license to practice Dentistry in all provinces and territories of Canada;
 - (iv) becomes disabled as a result of sickness (including treatment for drug or alcohol abuse), injury or complications due to pregnancy and is, as a result, unable to perform the whole of the duties of the practice of Dentistry, and surrenders his or her license to practice Dentistry in all provinces and territories of Canada; or
 - (v) otherwise voluntarily surrenders his or her license to practice Dentistry in all provinces and territories of Canada.
- (b) he or she is a dental hygienist, certified dental assistant or dental nurse described in Section 2.1(b) who, at the time of an event described in Section 2.2 (i), 2.2 (ii), 2.2 (iii), 2.2 (iv) or 2.2 (v) was insured with Practicing Status coverage and who:
- (i) voluntarily and completely retires from performing Dental Services and surrenders his or her license or certification to provide Dental Services;
 - (ii) moves to Quebec and surrenders his or her license or certification to provide Dental Services in all other provinces and territories of Canada;
 - (iii) moves to another country and/or surrenders his or her license or certification to provide Dental Services in all provinces and territories of Canada;
 - (iv) becomes disabled as a result of sickness (including treatment for drug or alcohol abuse), injury or complications due to pregnancy and is, as a result, unable to perform the whole of the duties involved in the provision of Dental Services, and surrenders his or her license or certification to provide Dental Services in all provinces and territories of Canada; or
 - (v) otherwise voluntarily surrenders his or her license to practice or certification to provide Dental Services in all provinces and territories of Canada.

OR

he or she is a dental therapist described in Section 2.1(c) who, at the time of an event described in Section 2.2 (i), 2.2 (ii), 2.2 (iii), 2.2 (iv) or 2.2 (v) was insured with Practicing Status coverage and who:

- (i) voluntarily and completely retires from performing Dental Services and surrenders his or her license or certification to provide Dental Services;
- (ii) moves to Quebec and surrenders his or her license or certification to provide Dental Services in all other provinces and territories of Canada;
- (iii) moves to another country and/or surrenders his or her license or certification to provide Dental Services in all provinces and territories of Canada;
- (iv) becomes disabled as a result of sickness (including treatment for drug or alcohol abuse), injury or complications due to pregnancy and is, as a result, unable to perform the whole of the duties involved in the provision of Dental

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Services, and surrenders his or her license or certification to provide Dental Services in all provinces and territories of Canada; or

- (v) otherwise voluntarily surrenders his or her license to practice or certification to provide Dental Services in all provinces and territories of Canada.

OR

He or she was insured with Practicing Status coverage as a student under Section 2.1(d) but no longer satisfied the conditions set out in Section 2.1(d), including the definition of "Dentist" set out in Section 10.1(b)(ii).

- (d) The estate of any person described in Section 2.1 who was insured with Practicing Status coverage on the date of his or her death is eligible to continue the deceased's coverage as Non-Practicing Status coverage.

If an Insured with Practicing Status coverage or his or her legal representative declares in writing to the Insurer that the Insured has satisfied one of the conditions set out in Section 2.2(a)(i), 2.2(a)(ii), 2.2(a)(iii), 2.2(a)(iv) or 2.2(a)(v), Section 2.2(a)(i), 2.2(a)(ii), 2.2(a)(iii), 2.2(a)(iv) or 2.2(a)(v), Section 2.2(a)(i), 2.2(a)(ii), 2.2(a)(iii), 2.2(a)(iv) or 2.2(a)(v) or Section 2.2(d) or that the Insured has died, the Insured will continue to be covered as an Insured with Non-Practicing Status coverage under this Policy and the limit of liability and the deductible set out in his or her Memorandum of Insurance on the date of the event described above will continue to apply until the earlier of:

- (i) the end of the event described above, and
(ii) the date the Insurer ceases to be the insurer for malpractice liability insurance for the Program.

The Named Insured's Non-Practicing Status coverage under this Policy will only apply to acts or omissions which occur while the Named Insured is:

(i) either:

- (A) licensed to practice Dentistry or to perform Dental Services, or

- (B) a student who satisfies the conditions set out in 2.1(d), and

- (ii) insured with Practicing Status coverage.

Each Memorandum of Insurance issued to an Insured who is covered by these provisions will include the words "Non-Practicing Status".

An Insured is eligible for Non-Practicing Status coverage under only one of subsection 2.2(a), 2.2(b), 2.2(c) and O, and cannot combine the limits of coverage under such subsections.

Schedule B MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS Article 5 EXCLUSIONS

- (o) Services provided in Ontario, Quebec or Alberta
- claims or liability arising out of professional services provided in the Provinces of Ontario, Quebec or Alberta, but this exclusion

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- (o) Services provided in Ontario, Quebec or Alberta
- claims or liability arising out of professional services provided in the Provinces of Ontario, Quebec or Alberta, but this exclusion

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does not apply to dental hygienists, dental assistants, dental nurses and dental therapists in Ontario, Quebec and Alberta who have purchased this Malpractice coverage.

Schedule B

MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS

Article 6

CONDITIONS OF COVERAGE

6.1 Premium

(b) Non-Practicing Status Coverage

If an Insured with Practicing Status coverage or his or her legal representative declares in writing to the Insurer that any of the events described in Section 2.2 has occurred, the Insurer will waive further premium charges and will refund to the Insured his or her pro rata share of the premium from the date such event occurred, subject to payment of a minimum premium of \$250 in the year the Insured applies for such Non-Practicing Status coverage. Premiums will be waived until the earlier of:

- (i) the end of the event referred to above, and
- (ii) the date the Insurer ceases to be the insurer for malpractice liability insurance for the Program.

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MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS

Article 9

General Terms

9.5 Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

STATUTORY CONDITIONS

Termination of Insurance

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does not apply to dental hygienists, dental assistants, dental nurses and dental therapists in **Ontario and Alberta** who have purchased this Malpractice coverage.

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MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS

Article 6

CONDITIONS OF COVERAGE

6.1 Premium

(b) Non-Practicing Status Coverage

If an Insured with Practicing Status coverage or his or her legal representative declares in writing to the Insurer that any of the events described in Section 2.2 has occurred, the Insurer will waive further premium charges and will refund to the Insured his or her pro rata share of the premium from the date such event **occurred to the date the Insurer receives such declaration**, subject to payment of a minimum premium of \$250 in the year the Insured applies for such Non-Practicing Status coverage, **and provided that the Insurer shall not refund premium payable for any period occurring more than 12 months prior to the date the Insurer receives such declaration.**

Premiums will be waived until the earlier of:

- (i) the end of the event referred to above, and
- (ii) the date the Insurer ceases to be the insurer for malpractice liability insurance for the Program.

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MALPRACTICE INSURANCE POLICY TERMS AND CONDITIONS

Article 9

General Terms

9.5 Sanctions

Notwithstanding any other terms of this Policy, the Insurer shall not be deemed to provide coverage or required to make any payments or provide any service or benefit to any Insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

STATUTORY CONDITIONS

Termination of Insurance

Short Rate Table

Short Rate Table has been added.

CDSPI Malpractice Insurance is underwritten by Zurich Insurance Company Ltd. (Canadian Branch). CDSPI Malpractice Insurance is offered in all provinces and territories except Alberta, Ontario and Quebec. A full description of coverage and eligibility, including exclusions, restrictions and limitations can be found in the Policy Terms and Conditions governing the plan.