

## Professional Indemnity, Public and Products Liability Insurance - Policy Schedule

Your policy details are set out below and must be read in conjunction with your policy wording and endorsements.

<b>Policy Number</b>	ACA339831
<b>Policy Issue Date</b>	8 December 2023
<b>Insured / You / Your</b>	Eligible Members of the Australian Counselling Association including Christopher John Stewart Mountains to Molehills Counselling and Psychoeducation
<b>ACA Membership Number:</b>	15799
<b>Insurer / Us</b>	Mitsui Sumitomo Insurance Company Limited ABN 49 000 525 637 AFSL 240816 Address: Level 18, 1 Bligh Street, Sydney NSW 2000
<b>Period of Insurance</b>	08/12/2023 4.00pm To: 08/12/2024 4.00pm
<b>Policy Wording</b>	ACA Insurance Policy Wording Claims Made 11.23
<b>Professional Services / Business</b>	Counselling, Psychotherapy (Including Art Therapy, Play Therapy, Music Therapy), Teaching / Training in relation to counselling / psychotherapy, Walk and Talk Therapy, Career counselling, NDIS Other-Counselling
<b>Jurisdictional Limits</b>	Worldwide, excluding USA and Canada
<b>Territorial Limits</b>	Worldwide, excluding USA and Canada

## Policy Coverage - Professional Indemnity Insurance

<b>Type of Insurance</b>	<b>Professional Indemnity Insurance</b>	
<b>Professional Services</b>	Counselling, Psychotherapy (Including Art Therapy, Play Therapy, Music Therapy), Teaching / Training in relation to counselling / psychotherapy, Walk and Talk Therapy, Career counselling, NDIS Other-Counselling	
<b>Limit of Liability</b>	\$20,000,000 any one Claim	
<b>Limit of Liability in the Aggregate</b>	\$60,000,000 in the aggregate for all Claims made by all Insureds during the Period of Insurance	
<b>Defence Costs</b>	Costs Inclusive	
<b>Excess</b>	Nil \$500 NDIS activities (costs inclusive)	
<b>Insuring Clause</b>	<p>We will Cover You, up to the Limit of Liability, for Your civil liability to pay compensation including the claimants' costs and expenses as a result of any Claim first made against You and notified to Us during the Period of Insurance arising from the provision of the Professional Services by You.</p> <p>Cover includes any unintentional:</p> <ul style="list-style-type: none"> <li>- Breach of the Competition and Consumer Act</li> <li>- Breach of fiduciary duty</li> <li>- Infringement of copyright, patent, trademark, service mark, registered design</li> <li>- Libel, Slander, Defamation</li> <li>- Breach of any Australian privacy laws, including any breach of the duty of confidentiality</li> <li>- Vicarious Liability for Agents, Consultants and Contractors</li> </ul>	
<b>Automatic Extensions</b>	<b>Extensions</b> Continuous Cover Court Attendance Costs Dishonesty - Cover for innocent parties only Extended Reporting Period	<b>Sub-Limit</b>  Refer Policy Wording

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	Fines and Penalties	\$250,000 aggregate. Excess \$1,000
	Good Samaritan Acts	
	Inquiry Costs	\$250,000 aggregate
	Joint Venture Liability	
	Locum Tenens	
	Loss of Documents	\$500,000 aggregate
	Merger, Takeover, Winding Up	
	New Subsidiary	
	Past Subsidiary	
	Public Relations Cover	\$50,000 Aggregate. Excess \$1,000
	Reinstatement	
	Students	
	Vicarious Liability for Medical Practitioners	
	Please note Sub-limits form part of, and are not payable in addition to the Limit of Liability	
<b>Optional Extensions</b>	Agent, Consultant and Contractor Cover	Not Included
	Fidelity (Sub-limit \$50,000 in the aggregate)	Not Included
	Multi Year Run-Off	Refer Policy Wording
	Sexual Misconduct Defence Costs	Included as per Policy Wording
<b>Retroactive Date</b>	Unlimited, excluding known claims and circumstances	

## Policy Coverage - Public and Products Liability

<b>Type of Insurance</b>	<b>Public Liability Insurance</b>
<b>Limit of Liability</b>	\$20,000,000 any one Claim
<b>Limit of Liability in the Aggregate</b>	\$60,000,000 in the aggregate for all Claims made by all Insureds during the Period of Insurance
<b>Excess</b>	Nil \$500 NDIS activities (costs inclusive)
<b>Type of Insurance</b>	<b>Products Liability Insurance</b>
<b>Limit of Liability</b>	\$20,000,000 any one Claim
<b>Limit of Liability in the Aggregate</b>	\$20,000,000 in the aggregate for all Claims made by all Insureds during the Period of Insurance
<b>Excess</b>	Nil \$500 NDIS activities (costs inclusive)

## Endorsement/s

### Special Condition - Qualifications

It is a condition precedent to Cover under this Policy that You have the minimum competency and qualification to practise in Australia in the modality / s You are Covered for under this Policy, and hold the required registration, accreditation or licence where required to conduct the Professional Services.

### Definitions endorsement

It is agreed that the following amendments are made to this Policy:

### Eligible Member

It is agreed Eligible Member means a person who holds a current membership with the Australian Counselling Association Incorporated ABN

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### Insured

It is agreed existing definition Insured is deleted in its entirety and replaced with:

Insured means: an Eligible Member and who has paid their Premium to Us and has been accepted by Us in writing for Cover under this Policy:

Provided always that:

under no circumstances shall Cover for any Insured exceed a Period of Insurance greater than 12 months under this Policy.

### Master Policy Endorsement

#### Specific condition

Notwithstanding anything to the contrary expressed elsewhere in this Policy, it is agreed that the Limit of Liability under each Section of this Policy is shared by all Insured Covered under this Policy. Where the Limit of Liability under each Section and any reinstatement of the Limit of Liability that may be available under Section - Professional Indemnity or for Section - Public Liability are exhausted by any claim or claims made under this Policy during the Period of Insurance then there will be no Cover remaining for any other claim or claims made under this Policy during the Period of Insurance.

#### Aggregate Limit for Section - Professional Indemnity Amendment

It is agreed that existing Limit of Liability provision under Section - Professional Indemnity shall be deleted in its entirety and replaced with the following:

##### Limit of Liability

The Limit of Liability is the maximum amount We will pay in respect of any one Claim Covered under this Section during the Period of Insurance. The Limit of Liability in the Aggregate is the maximum amount We will pay in respect of all Claims and all other amounts Covered under this Section during the Period of Insurance:

Provided always that:

- a. The Limit of Liability is shared between all the Insured.
- b. We may include additional Insureds to this Policy during the Period of Insurance. Their inclusion does not increase the Limit of Liability or increase the number of reinstatements of the Limit of Liability permitted under this Section;

We will not be obliged to pay any Claim or judgment, costs or expenses nor to defend any Claim or legal action after the Limit of Liability has been exhausted by payment of any judgment, settlement, compensation amount including the claimants' costs and expenses Defence Costs or any other amounts Covered under this Section.

#### Aggregate Limit for Section Public and Products Liability Amendment

It is agreed that existing Limit of Liability provision under Section - Public and Products Liability shall be deleted in its entirety and replaced with the following:

##### Limit of Liability

The Limit of Liability is the maximum amount We will pay in respect of any one Claim Covered under this Section during the Period of Insurance. The Limit of Liability in the Aggregate is the maximum amount We will pay in respect of all Claims and all other amounts Covered under this Section during the Period of Insurance:

Provided always that:

- a. The Limit of Liability is shared between all the Insured.
- b. We may include additional Insureds to this Policy during the Period of Insurance. Their inclusion does not increase the Limit of Liability under this Section or increase the number of reinstatements of the Limit of Liability permitted under Section - Public Liability.

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We will not be obliged to pay any Claim or judgment, costs or expenses nor to defend any Claim or legal action after the Limit of Liability has been exhausted by payment of any judgment, settlement, compensation amount including the claimants' costs and expenses Defence Costs or any other amounts Covered under this Section.

### **Endorsements applicable to all Sections of this Policy**

#### **Sanctions Clause**

No Insurer shall be deemed to provide cover and no 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 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 States of America, United Kingdom, Commonwealth of New Zealand, Japan or the Commonwealth of Australia and/or any other applicable national economic or trade sanction law or regulations.

#### **Outdoor Activities Endorsement**

It is agreed that there is no Cover for any claim under this Policy arising from or directly or indirectly attributable to or in consequence of patient participation in outdoor activities, other than:

1. travel to and from and attendance at medical or healthcare appointments for such patient;
2. travel to and from and attendance at gyms, swimming pools, or similar facilities, exclusively for reasons directed by medical/healthcare professionals for such patient;
3. travel to and from and attendance at shops, eateries, movies, parks or third party place of residence as part of Your NDIS scope of duties for such patient.

Further, it is a condition precedent to Cover for any claim under this Policy that You exercise reasonable care for the health, safety and wellbeing of any NDIS patient under Your supervision or care in assessing their suitability for any outdoor or physical activity.

#### **Loss of Money Exclusion**

Notwithstanding automatic extension Dishonesty or anything to the contrary expressed elsewhere in the Policy, it is agreed that there is no Cover for any claim under this Policy directly or indirectly arising from or in connection with any actual or alleged:

- a. loss, damage, fraud, misappropriation or theft of money, negotiable instruments including shares, bearer bonds, coupons, stamps, bank, currency notes, art work, jewellery, other similar valuables, or real property; and/or
- b. the gaining of financial advantage of any tangible property, intangible property or real property through deceptive, misleading, reckless or dishonest conduct, by You or others.

#### **Investment and Legal Advice Exclusion**

It is agreed that there is no Cover for any claim under this Policy directly or indirectly arising out of or in any way connected with the provision of or failure to provide any investment advice, financial advice, taxation advice, legal advice, divestitures or mergers or acquisitions advice of any property or any advice for which an Australian Financial Services Licence is required under Australian law.