



CERTIFICATE OF INSURANCE

effected through
Professional Risk Underwriting Pty Ltd
ABN 80 103 953 073 AFSL 308076

(hereinafter called the Coverholder)

THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium shown in the Schedule, the Underwriters have agreed to insure you, in accordance with the wording attached to this Certificate.

You or your representative can obtain further details of the Underwriters by requesting them from ProRisk.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration) the date of which is stated in the Schedule. You should read this Certificate carefully and if it is not correct contact ProRisk. It is an important document and you should keep it in a safe place with all other papers relating to this Insurance.

MEDICAL MALPRACTICE COMBINED LIABILITY INSURANCE

Attaching to and forming part of Policy No	GNP/UC/261024
Insurance Period	From: 01/07/2020 at 4:00pm Local Standard Time To: 01/07/2021 at 4:00pm Local Standard Time
Insured	Psychotherapy and Counselling Federation of Australia (PACFA)
Insured's Address	290 Park Street, North Fitzroy VIC 3068
Business	Psychotherapists, Counsellors and Psychologists and any other agreed Modality. Warranted Insured is suitably qualified to the generally accepted standards of the modalities provided
Limit of Liability	Medical Malpractice \$20,000,000 any one Claim, Inquiry or Loss of Documents inclusive of Costs and Expenses Per Insured Member Public Liability \$20,000,000 any one Claim inclusive of Costs and Expenses Per Insured Member
Aggregate Limit of Indemnity for Medical Malpractice Insurance	\$60,000,000 in the aggregate inclusive of Costs and Expenses
Aggregate Limit of Indemnity for Public Liability Insurance	\$60,000,000 in the aggregate inclusive of Costs and Expenses Per Insured Member
Maximum Aggregate Limit of Indemnity for the Policy	\$60,000,000 in the aggregate inclusive of Costs and Expenses Per Insured Member

Excess NIL

Sub Limits of Liability

Inquiries	Policy Limit
Compensation for Court Attendance	Up to \$250 per person per day up to \$10,000 per claim
Public Relations Expenses	\$50,000
Statutory Liability	\$50,000

IMPORTANT NOTICE

This Policy is written on a claims made and notified basis

Coverage

Automatic Extensions

Loss of Documents	Included
Inquiries	Included
Run-off Cover	Included
Extended Run-off Cover	Included
Students	Included
Mergers and Acquisitions	Included
Vicarious Liability for Employed or Contracted Doctors	Included
Liability for Contractors and Locums	Included
Compensation for Court Attendance	Included
Public Relations Expenses	Included
Sixty Day Reporting Period	Included
Continuous Cover	Included
Spousal Liability	Included
Statutory Liability	Included
Reinstatement of Limit of Liability	Included

Optional Extensions

Joint Ventures	Included
Principals' Prior Business	Included

Territorial Limits

Worldwide excluding USA and Canada

Jurisdiction

Worldwide excluding USA and Canada

Governing Law

Australia

Policy

ProRisk Medical Malpractice Combined Liability Insurance
Policy Wording – V02.-20

Security

Swiss Re International SE Australia Branch (AFSL
355088 - ABN 38 138 873 211)

Retroactive Date

Unlimited excluding known claims and circumstances

Agreement Number

SR2020MM

Premium

As agreed

Endorsements

As per below.

PACFA DEFINITION AMENDMENTS

The following is inserted into the **Policy**:

Section 9: Definitions. Clause 9.14 is deleted in its entirety and replaced with the following:

9.14 **Insured, You** and **Your** means:

a.the person or entity named as the **Insured** in the **Schedule**; or

b. any person who is, has been or may become during the **Period of Insurance**, a **Principal** or **Employee** of the person or entity named as the **Insured** in the **Schedule** but only in respect of **Claims** arising from activities undertaken on behalf of the **Insured** and in the conduct of the **Business** and excluding **Medical Practitioners** acting in such capacity; or

c. any person who is, has been or may become during the **Period of Insurance**, a **Principal** or **Employee** of the person or entity named as the **Insured** in the **Schedule** but only in respect of their attendance at an **Inquiry**; or

d. any person who is, during the **Period of Insurance**, a volunteer or member at any fundraising, social or ethics committee of the person or entity named as the **Insured** in the **Schedule**, but only in respect of **Claims** arising from activities undertaken on behalf of the **Insured** and in the conduct of the **Business**; or

e. the estate or legal representatives of any person who would otherwise be indemnified under this **Policy**; or

f. each **Insured Member**.

Insured Member means a legal entity or natural person who is at all times during the **Period of Insurance** a current member of the Psychotherapy and Counselling Federation of Australia and who has opted into, paid and been accepted to be covered under the **Policy** for the Psychotherapy and Counselling Federation of Australia.

In all other respects the **Policy** remains unaltered.

UNLIMITED RUN OFF COVER ENDORSEMENT

The following is inserted into the **Policy**:

Section 4: Automatic Extensions. Clause 4.8 is deleted in its entirety and replaced with the following:

Unlimited Run Off Cover

4.8 We agree to continue the cover under this **Policy** beyond the current expiry of the **Period of Insurance** to any person insured by this **Policy** if:

(a) such person ceases to provide **Health Care Services** in connection with the **Business**; and

(b) such person has been insured with **Us** immediately prior to them ceasing to provide **Health Care Services** in connection with the **Business**; and

(c) such person has confirmed the above in writing to **Us** prior to the **Policy** expiry date and such person has received confirmation that the run-off cover has been activated.

Provided that this extension only applies in relation to the conduct of the **Business** by reason of any act, error or omission occurring prior to the date that any such person ceases to provide **Health Care Services** in connection with the **Business**.

In all other respects the **Policy** remains unaltered.

CYBER LIABILITY ENDORSEMENT

The following definitions are applicable to this Endorsement only:

a) **Computer System** means **Your** own computer network, including any third party software programs and portable media/computer devices.

b) **Hacker** means anyone who specifically targets **You** and gains access to the **Your Website** via the internet or other external electronic link, solely by electronically circumventing the security systems in place to protect against such access.

c) **Programme** means a set of instructions written in a computer language that tells a computer how to process data or interact with ancillary equipment.

d) **Virus** means **Programmes** that are secretly introduced without **Your** permission or knowledge including but not limited to malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.

e) **Website** means any website(s) where **You** have full control over the content and which **You** operate for the promotion of the **Your** own **Business**.

It is hereby understood and agreed that **We** will indemnify **You** for amounts **You** become liable to pay as compensation if during the **Period of Insurance** and as a result of **Your Business**, any party brings a **Claim** against the **You** arising from:

1. the content of the **Your** email, intranet, or **Website** including alterations or additions made by a **Hacker** due to:

(a) **Your** unintentional infringement of any intellectual property rights, including any copyright, trademark, passing off;

(b) any defamatory statement on **Your Website** or in the **Your** email, concerning **Your** client or business competitor;

(c) **Your** unintentional breach of confidence or infringement of any right to privacy;

(i) **You** negligent transmission of a computer **Virus**, worm, logic bomb or trojan horse to anyone with whom **You** transact business with, or who uses **Your Website** in the course of their business;

(ii) **You** unauthorised collection or misuse of any data concerning any customer or potential customer of **Yours** which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or **Website** and hold electronically.

First Party Hacker Damage

We will pay the reasonable and necessary costs and expenses that **You** incur with **Our** prior written consent if, during the **Period of Insurance**, a **Hacker** damages, destroys or alters the **Your Website** or **Computer System**. Such costs and expenses are to be payable to repair or replace the affected part of the **Website** or **Computer System** to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before such **Website** or **Computer System** was damaged, destroyed or altered.

Continuous Cover

Automatic Extension 4.21 Continuous Cover shall not be available under this Endorsement.

Exclusions

We will not cover **You** for any **Claim** arising directly or indirectly out of or in connection with:

1. any **Virus**, worm, logic bomb or trojan horse written or created by any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
2. any self replicating or malicious code that was not specifically targeted to any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date system;
3. the infringement of any patent;
4. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services;
5. the failure or interruption of the service provider by an internet service provider or any telecommunications or other utility provider;
6. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **Hacker**;
7. **Your** liability under any contract which is greater than the liability that **You** would have at law without the contract;
8. **Your** supply, manufacture, sale, installation or maintenance of any product;
9. any statement that **You** knew or ought reasonably to have known was defamatory at the time of publication;
10. any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
11. any trading loss or trading liability including those arising from the loss of any client, account or business;
12. any liability arising from any user generated content;
13. any claim, including arbitration, brought outside Australia or New Zealand. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts;
14. fines and contractual penalties, punitive or exemplary damages;
15. any act, breach, omission or infringement that **You** deliberately, dishonestly or recklessly committed, condoned or ignored;
16. any prior pending litigation, known **Claims** or **Known Circumstances**.

We will not make any payment under this Endorsement if **You** have failed to:

1. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **Your Computer System**, electronic link or **Website**; and/or
2. make backup copies of any data, file or program at reasonably frequent intervals of no less than weekly basis; and/or
3. cancel any user name, password or other security protection after **You** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person or parties.

Limit of Liability

The cover provided under this Endorsement is limited to \$25,000 any one **Claim** and in the aggregate inclusive of defence costs which shall be part of and not in addition to the **Limit of Liability** stated in the **Schedule**.

In all other respects the **Policy** remains unaltered.

FREE LEGAL CONSULTATION

The following is inserted into the **Policy**:

During the **Period of Insurance** **You** are entitled to up to 60 minutes of free legal advice from **Our** appointed legal firm on any matter relating to **Your Health Care Services** subject always to the following:

1. The Schedule must be presented to the appointed legal firm when requesting legal advice under this Endorsement. If the Schedule is not presented then no legal advice can be sought under this section;
2. Entitlement to legal advice is limited to a maximum of 60 minutes per year and any unused hours or part thereof cannot be aggregated from one **Period of Insurance** to another;

3. **We** reserve the right to change the appointed legal firm at any time. Changes to the appointed firms will be notified to **You** on request;
4. **You** may not seek legal advice on this **Policy** or other indemnity issues concerning insurance policies issued by **Us**;
5. If cover under this **Policy** is sought by **You** in respect of any matter on which **You** have sought legal advice under this Endorsement from the appointed legal firm, **You** authorise **Us** (at **Our** discretion) to engage the appointed legal firm to represent **You** and authorise the appointed firm when engaged to disclose to **Us** any information obtained in the course of tendering advice to **You**. To the extent necessary, **You** waive all claims to legal professional privilege with **Us**;
6. Contacting the appointed legal firm for free legal advice does not constitute a **Claim** notification under Clause 7 of the **Policy**. **You** must still comply with the **Policy** terms and conditions in relation to a **Claim** and give immediate written notice or written notice as soon as practically possible to **Us** within the **Period of Insurance**.

In all other respects the **Policy** remains unaltered.

ALLOCATION

The following is inserted into the **Policy**:

Our liability under this **Policy** is limited to the proportion of **Loss** and **Costs and Expenses**, which is a fair and equitable allocation as between:

- a) covered and uncovered parties; and/or
- b) covered and uncovered matters;

having regard to the relative legal and financial exposures attributed to the covered and uncovered matters and/or parties. Only **Loss** and **Costs and Expenses** incurred by covered parties in relation to covered matters will be covered by this **Policy**.

This is subject to the terms and conditions of this **Policy**.

We will use **Our** best endeavours to agree upon a fair and equitable allocation of the proportion covered under this **Policy**, having regard to the relative legal and financial exposures attributable to covered and uncovered matters and/or parties.

If an allocation cannot be agreed then it will be determined by a suitably qualified Senior Counsel to be mutually agreed upon. Submissions made to the Senior Counsel will be in writing. Pending Senior Counsel's determination **We** will meet the **Loss** and **Costs and Expenses** on an interim basis at the percentage at which **We** contend they should be fairly and equitably allocated.

After the allocation has been determined or agreed, such allocation will be applied retrospectively. The parties agree to be bound by the Senior Counsel's determination. The costs of any referral for determination to a Senior Counsel under this clause will be borne by **Us**.

SERVICE OF SUIT

Service of Suit

We agree that in the event of a dispute arising under this **Policy**, at **Your** request, **We** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court. Any summons, notice or process to be served upon **Us** may be served upon **Us** at the following address:

General Counsel
Professional Risk Underwriting Pty Ltd
Level 3, 100 Wellington Parade
EAST MELBOURNE VIC 3002

In all other respects the **Policy** remains unaltered.

This Certificate is issued by Professional Risk Underwriting Pty Ltd in accordance with the authority granted to them by Swiss Re International SE Australia Branch (ABN 38 138 873 211).

IN WITNESS WHEREOF this Certificate has been signed at Melbourne this 4th day of May 2020

A handwritten signature in black ink, consisting of several stylized, connected letters.

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Authorised Signatory