



Hong Kong Association of Doctors in Clinical Psychology
Professional Indemnity Insurance Proposal 2022-2023

Insured: The Registered Members of The Hong Kong Association of Doctors in Clinical Psychology

Professional services: Psychological &/or counselling services

Coverage: This Policy covers Claims made against the Insured, by a Third Party, for Loss arising due to civil liability provided that the Claim arises out of an actual or alleged act, error or omission in the provision of the Professional Services by the Insured within the Geographical Limit specified and is made during the Policy Period and reported to insurer in writing during the Policy Period and the act, error or omission first takes place on or after the Retroactive Date but before the expiration of the Policy;

Limit of Liability: HK\$16 million any one claim and in the aggregate plus an automatic reinstatement of the original limit of liability if the original limit has been entirely exhausted during the period of insurance (i.e. total HK\$32 million in aggregate)
(the limit shall be shared by all insured members)

Legal Costs & Claims Expenses: To be included under the limit of liability
(subject to consent of insurer)

Period of insurance: From 1 June 2022 to 31 May 2023

Annual Subscription: **HK\$2,600 per insured member**
(incl. brokerage, fee \$100 & IA levy)
(additional premium will be charged if past year annual income over HK\$3 million)



Extensions:

- a) Defamation
- b) Loss of Documents – HK\$1,000,000
- c) Inquiry Cost – subject to HK\$1,000,000 any one claim and HK\$5,000,000 in the aggregate
- d) Good Samaritan Acts Extension
- e) Hypnotherapy Extension (sub-limit HK\$2,000,000)
- f) Intellectual Property Rights
- g) Fraud & Dishonesty
- h) Continuous Cover

Territorial limit: Worldwide excluding USA and Canada

Jurisdiction: Worldwide excluding USA and Canada

Deductible: HK\$10,000 each and every claim

Eligibility: Registered member of Hong Kong Association of Doctors in Clinical Psychology

Insurance Company: **Liberty Specialty Market**
(U.S. based insurance company specializes in professional indemnity insurance)

The insurance company shall reserve the right to reject or impose additional exclusion for individual member subject to details provided in individual member's proposal form. Full disclosure of potential claims or circumstances likely to cause claim must be declared in the proposal form by the insured member

Exclusions

This Policy will not indemnify the Insured in respect of any of the following:

Contractual Liability & Commercial Risks

(a) a contract the Insured has entered into where the Insured has assumed liability unless liability would have attached in the absence of such contract;

(b) the insolvency, receivership, administration, bankruptcy or liquidation of the Insured;

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- (c) any trading debt incurred by the Insured;
- (d) the refund of professional fees; or
- (e) any guarantee given by the Insured for a debt.

Personal Injury

death, bodily or mental injury, sickness or disease, emotional distress or mental anguish, of the employee of the insured.

Property Damage

loss, damage or destruction of any real or personal property, including any consequential losses flowing from such loss, destruction or damage.

Retroactive Date

any act, error or omission committed or allegedly committed prior to the Retroactive Date specified in the Schedule.

Prior Matters

- (a) any Claim made, threatened or intimated against the Insured prior to the commencement of the Policy Period;
- (b) any facts that the Insured was aware of before the commencement of the Policy Period that might give rise to a Claim against the Insured;
- (c) any facts that might give rise to a Claim which have been reported, or which can be or could have been reported, to an insurer under any insurance policy entered into before the commencement of the Policy Period;
- (d) any facts that might give rise to a Claim which have been disclosed to any insurer in any proposal for insurance made before the commencement of the Policy Period; or
- (e) any facts that might give rise to a Claim which have been disclosed to Liberty in the Proposal.

Related Parties

any Claim made by or on behalf of:

- (a) one or more Insured against another Insured;
- (b) a spouse or partner of an Insured, a parent of an Insured, a parent of a spouse or partner of an Insured, a child of an Insured or a sibling of an Insured;
- (c) any entity which is owned, controlled or managed by any Insured; or
- (d) any parent or subsidiary of any Insured.

Owners & Occupiers Liability

the ownership, management, control or occupation of real property by the Insured.

Aircraft & Watercraft

the operation, ownership, maintenance or use of aircraft or watercraft.



War

war or military action which includes without limitation the following:

- (a) war, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether (b) war be declared or not), military or usurped power or confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
- (b) warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Terrorism

any actual or threatened act of Terrorism or any action taken, or taken in an attempt to, control, prevent or suppress any act of Terrorism.

Radiation & Nuclear

- (a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear (b) installation, reactor or other nuclear assembly or nuclear component thereof; or any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.

Pollution

the actual or alleged presence, discharge, dispersal, release or escape of any Pollutant or the cost of removing, nullifying or cleaning up any Pollutant.

Licensing Inquiries

any prosecution, inquiry, hearing, commission or other investigation in relation to the Insured failing to be licensed, registered or accredited to provide Professional Services as required by any Act, rule, regulation or industry code of practice.

North America Jurisdiction

- (a) legal proceedings brought within the United States of America or Canada or any of their territories or protectorates;
- (b) the enforcement of any judgment or award obtained within or determined pursuant to the laws of the United States of America or Canada or any of their territories or protectorates; or
- (c) legal proceedings in which the laws of the United States of America or Canada or any of their territories or protectorates are applicable even if only in a limited respect.

In addition, the following exclusion applies:

Penalties & Punitive Damages

Liberty will not pay for:

- (a) any fines or penalties; nor
- (b) any exemplary, aggravated, multiple or punitive damages.

Medical and Related Services Exclusion

It is hereby understood and agreed that Liberty will not cover the Insured for any Loss, Defence Costs or any other amounts insured under this Policy which arise out of or are in any way connected with:

(a) Clinical Trials & Pharmaceutical Services

(i) any liability incurred or alleged to have been incurred arising out of any activity conducted by the Insured or by anyone for whose acts the Insured may be liable in connection with a Clinical Trial; or

(ii) any services provided to a pharmaceutical company.

Clinical Trial means an organised study or test that uses human or animal subjects to develop effectiveness or safety data for a designated treatment, procedure, or products.

(b) Elective Cosmetic Surgery

the performance of elective cosmetic plastic surgery including hair transplants.

However, this Exclusion shall not apply to reconstructive plastic surgery or medical or nursing services provided by the Insured in connection with plastic surgery.

(c) Intoxicants and Drugs

medical services or treatment rendered by any Insured while under the influence of intoxicants or drugs or any failure to render medical services competently or at all because of such influence.

(d) AIDS and Hepatitis Non A

(i) Hepatitis Non A;

(ii) Human Immunodeficiency Syndrome (HIV);

(iii) Acquired Immune Deficiency Syndrome (AIDS); or

(iv) AIDS related complex (ARC);

or any mutant, derivative variation or any related or similar syndrome or condition of a similar kind howsoever it may be named.

(e) Manufacturing / Efficacy / Faulty Workmanship

(i) the repair, replacement, diminished utility or lack of efficacy for their intended purpose of any goods designed, manufactured, imported, sold, constructed, installed, distributed, treated, serviced, altered, repaired or supplied by the Insured;

(ii) the cost of remedying any defect in any goods designed, manufactured, imported, sold, constructed, installed, distributed, treated, serviced, altered, repaired or supplied by the Insured;

(iii) any cost of or expense incurred in withdrawing a product or good from sale or recalling any product or good; or

(iv) any element of any of the insured's own costs or profit that may be included in the cost of rectifying any defects in work performed by or on behalf of the Insured.

(f) Obstetrics

the provision or failure of an Insured to provide obstetrics services.

(g) Molestation

any actual or alleged sexual assault, sexual abuse or molestation or any attempt or threat to sexually assault, sexually abuse or molest any person.

Prescription Exclusion

It is hereby understood and agreed that Liberty will not cover the Insured for any Loss, Defence Costs or any other amounts insured under this Policy which arise out of or are in any way connected with the provision, prescription or administration of any medication or medicinal substance by or on behalf of the Insured.

Amended Related Parties Exclusion

It is hereby understood and agreed that Exclusion 4.8 in respect of "Related Parties" is deleted in its entirety and replaced with the following:

"Liberty will not cover the Insured for any Loss, Defence Costs or any other amounts insured under the Policy which arise out of or are in any way connected with any Claim made by or on behalf of:

(a) one or more Insured against another Insured;

(b) a spouse or partner of an Insured, a parent of an Insured, a parent of a spouse or partner of an Insured, a child of an Insured or a sibling of an Insured;

(c) any entity which is owned, controlled or managed by any Insured; or

(d) any parent or subsidiary of any Insured.

Other than a Claim by a client of any of the parties in (a)-(d) above which results directly from another Claim which would be covered under this Policy if made directly against the Insured."

Subject to policy conditions and exclusions of insurance policy.