



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

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

**Occupation:** Psychologist (Individuals)

**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\$10 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\$20 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)

**Annual Premium:** HK\$2,500 per insured member

**Semi-annual Premium:** HK\$1,300 per insured member



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**Extensions:**

- a) Libel & Slander
- b) Loss of Documents

**Territorial limit:** Worldwide excluding USA and Canada

**Jurisdiction:** Hong Kong

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

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

**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:

- a) any Claim directly or indirectly arising out of, based upon, attributable to or as a consequence of, any Personal Injury or Property Damages, unless derived from Professional Services performed by the Insured.
- b) any Claim where the Insured's liability or loss results from a failure by the Insured or any other party acting for the Insured to make an accurate preassessment of the cost of performing their Professional Services.
- c) any Claim arising out of, based upon, attributable to or as a consequence of a delay in the performance of, and/or non-completion of any contractual obligation to any Third Party, unless such a delay and/or non-completion of any contractual obligation arises from an actual or alleged act, error or omission committed by the Insured in the execution of such contract. It is understood and agreed that any actual or alleged late delivery or delay shall not in itself constitute an actual or alleged act, error or omission.



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- d) any claim
  - i) brought against a Director or Officer of the Insured, in their capacity as such.
  - ii) arising from any obligation owed by the Insured as an employer or potential employer to any Employee, including Claims for wrongful dismissal, unfair dismissal or under any contract of employment or under any retainer with any consultant or under any training contract.
  - iii) whether from any Employee or not, alleging sexual, racial or other harassment and/or sexual molestation and/or sexual and/or racial and/or disability and/or sexual orientation and/or religious and/or age discrimination or victimisation, or discrimination or victimisation of any other kind.
- e) any Claim arising out of, based upon, attributable to or as a consequence of:
  - i) fines, taxes, penalties, treble or other multiple compensatory Damages; or punitive or exemplary Damages; or
  - ii) the return, restitution, or offset of fees, expenses or costs paid to the Insured; or any other Damages deemed uninsurable in law.
- f) any Claim arising from, based upon, attributable to or as a consequence of any Professional Financial Service rendered by the Insured.
- g) any Claim arising out of, based upon, attributable to or as a consequence of any intentional, dishonest, fraudulent or criminal act committed by the Insured.
- h) any Claim made against the Insured, where all or part of such Claim is directly or indirectly based upon or attributable to the insolvency of the Insured or the suppliers and/or Sub-contractors of the Insured.
- i) any Claim arising out of directly or indirectly, based upon, attributable to or in any way connected with a Claim for any actual or alleged misappropriation, infringement or violation or violation of any copyright, patent, trademark, trade name, trade secret, database rights or any other intellectual property rights.
- j) any Claim brought in the courts of the United States and/or Canada.
- k) any Claim arising under any warranty or under any contractual obligation to the extent that the obligation gives rise to a Claim to which the Insured would not have been subject and/or to loss for which the Insured would not have been liable in the absence of the warranty or contract.
- l) any Claim arising out of actual or alleged blasphemy or obscenity or that arises in any way from pornography or its production or use.
- m) any claim
  - i) arising out of, based upon, attributable to or in any way involving, directly or indirectly, the loss, damage, theft, misappropriation or fraudulent use of any securities or negotiable

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- instruments, bank or currency notes, stamps including but not limited to, any bill of lading or any other shipping document.
- ii) arising out of wear and gradual deterioration, moth and vermin.
  - iii) caused by riot or civil tumult.
- n) any Claim resulting from or relating to goods or products sold, supplied, repaired, altered, manufactured, constructed, installed or maintained by the Insured or any person, firm or company acting for or on the Insured's behalf.
- o) any Claim
- i) directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.
  - ii) arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving.
    - ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - iii) arising out of, based upon, attributable to, as a consequence or in any way involving, directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.
  - iv) arising out of, based upon, attributable to, as a consequence of or in any way involving war (whether declared or not), civil war, acts of terrorism, sabotage, force of arms, armed international action, civil disorder or terrorist actions.

Subject to policy conditions and exclusions of insurance policy.