

## INSURANCE FOR PSYCHOLOGISTS

Aon's Psychologist Insurance Policy combines three separate types of insurance – malpractice, public and products liability, into one policy. The conditions and features of this policy have been customised specifically to suit the needs of psychologists. So while anyone can buy malpractice insurance, our policy coverage includes but is not limited to Psychologists' Registration Board hearings, Privacy Act infringements and allegations of professional mistreatment.

### Key features

- **\$10 million cover for liability**  
We've negotiated \$10 million in cover for public and products liability for you no matter which limit of indemnity you choose for your malpractice cover.
- **No excess**  
The policy is not subject to an excess.
- **Free legal hotline**  
As a policy holder you have access to a tollfree number on any legal matter relating to your profession as a psychologist, for up to 15 minutes on any one matter. Conditions apply.
- **Inquiry costs extension**  
Legal costs incurred in defending you whilst attending official disciplinary proceedings, including Psychologists Registration Board hearings, up to \$250K is provided at no additional cost.
- **Cover in retirement (run-off cover)**  
When you retire from your profession you are still liable for your past actions. Under this policy you will continue to be insured for free, as long as you do not return to practice and advise Aon of your retirement.
- **Additional insurance is available to cover:**
  - business premises and equipment.
  - personal accident
- **Strong insurer security**  
The insurer, Vero Insurance (Australia) Limited, is one of Australia's premier insurance companies and is regulated by the Australian Prudential Regulatory Authority.

Aon continues to be one of Australia's leading brokers for the provision of liability insurance to psychologists. We have the know-how and the contacts to quickly address your specific needs.

This policy is endorsed by

## Insurance categories

For members of the Australian Psychological Society (APS), Aon has negotiated discounted premiums, which vary depending on the category type your practice falls into below:

- A Independent practice with gross income greater than \$40,000 per year.\*
- B Independent practice with gross income less than \$40,000 per year.\*
- C No independent practice – that is, you are an employee, volunteer or academic. However, if you earn any private income you fall within category A or B.

The price is determined by how much insurance, or the 'limit of indemnity' you require. The premiums include stamp duty, goods and services tax and an Aon administration fee of \$70 per psychologist.

The cost of insurance also includes \$53, which goes to the APS as recognition of the leveraging power it provides Aon when negotiating terms with insurers.

\* Excluding any income earned as an employee

## 2009/2010 total premiums

### Victoria, NT, ACT, WA

Limit	\$2,000,000.00	\$5,000,000.00	\$10,000,000.00	\$20,000,000.00
Category A	\$273.72	\$386.86	\$473.37	\$607.81
Category B	\$225.81	\$338.94	\$406.82	\$514.64
Category C	\$196.53	\$316.32	\$386.86	\$488.02
Non-Members	\$920.59	\$1,306.58	\$1,865.60	\$2,557.72

### NSW and QLD

Limit	\$2,000,000.00	\$5,000,000.00	\$10,000,000.00	\$20,000,000.00
Category A	\$267.43	\$375.42	\$458.01	\$586.33
Category B	\$221.69	\$329.69	\$394.48	\$497.39
Category C	\$193.74	\$308.09	\$375.42	\$471.98
Non-Members	\$884.90	\$1,253.34	\$1,786.95	\$2,447.61

### SA

Limit	\$2,000,000.00	\$5,000,000.00	\$10,000,000.00	\$20,000,000.00
Category A	\$274.98	\$389.15	\$476.45	\$612.10
Category B	\$226.63	\$340.79	\$409.29	\$518.08
Category C	\$197.08	\$317.96	\$389.15	\$491.22
Non-Members	\$927.73	\$1,317.23	\$1,881.33	\$2,579.74

### TAS

Limit	\$2,000,000.00	\$5,000,000.00	\$10,000,000.00	\$20,000,000.00
Category A	\$271.21	\$382.29	\$467.23	\$599.21
Category B	\$224.16	\$335.24	\$401.89	\$507.74
Category C	\$195.41	\$313.02	\$382.29	\$481.60
Non-Members	\$906.31	\$1,285.28	\$1,834.14	\$2,513.68

## Notice to the proposed insured

It is a requirement of the Insurance Contracts Act 1984 and the Corporations Act 2001 that the following notices 1, 2, 3, 4, 5 and 6 be brought to your attention before you complete the proposal form.

### 1. Disclosure of relevant facts

#### *Your duty of disclosure*

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 to disclose to the insurer every matter that you know, or could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:

- ↘ that diminishes the risk to be undertaken by the insurer
- ↘ that is common knowledge,
- ↘ that your insurer knows or, in the ordinary course of business an insurer, ought to know, or
- ↘ as to which compliance with your duty is waived by the insurer.

#### *Non-disclosure*

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (e.g. claims, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

### 2. Claims made and notified policy

This proposal is for a 'claims made and notified' policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- ↘ events that occurred prior to the retroactive date of the policy (if such a date is specified),
- ↘ claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover,
- ↘ claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy,
- ↘ claims made, threatened or intimated against you prior to the commencement of the period of cover,
- ↘ facts or circumstances which you first became aware of prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy, and
- ↘ claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form.

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

Upon expiry of the policy no further claims can be made thereunder and the need to maintain insurance or arrangement of run-off cover is essential.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

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### 3. Broker acting as agent of insurer

In effecting this contract of insurance the broker will be acting under an authority given to it by the insurer and the broker will be effecting the contract as agent of the insurer and not the insured.

### 4. Claims notification

If you become aware of a claim or of circumstances that could give rise to a claim in the future, you should notify us in writing immediately, so that we can notify your insurer on your behalf. If you become aware of a claim or of 'circumstances' and your insurer is not notified during the policy period, you could be left uninsured or facing a reduced payout from your insurer in respect of that claim or any future related claim.

### 5. Average provision

This policy provides that if a payment in excess of the limit of indemnity available under this policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim. Any surplus will be deducted from claim payments.

### 6. Subrogation agreements

Where another person would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person, the insurer will not cover you under the policy for any such loss or damage.

### Aon's Privacy Statement

Aon has always valued the privacy of personal information. If you would like a copy of our Privacy Policy, you can contact us or access it from our website at [aon.com.au](http://aon.com.au)

For more information call one of our experts in Aon's psychologist insurance team on 1800 805 191

## Free legal hotline

**1800 05 11 33**

Aon's legal hotline provides you with access to the insurer's appointed firm of solicitors for legal advice on any matter relating to your practice as a psychologist.

The advice is available for up to 15 minutes, at any one time, in respect of any one subject.

The hotline is a direct line to a nominated solicitor. If that solicitor is not available, another solicitor will be available to assist you.

Appointed law firm:  
HWL Ebsworth  
Level 41, 600 Bourke Street  
Melbourne VIC 3000

1800 05 11 33

Solicitor: Philip E Battye

*Legal hotline – Conditions of use*

Aon has always valued the privacy of personal information.

The member must quote their current policy certificate number from their policy schedule prior to beginning discussion of the matter with the appointed representative.

Discussions with the insurer's appointed firm in relation to a claim, or any allegation or circumstance which may give rise to a

claim, does not constitute official notification of a claim under the insurance policy. The member must separately notify the insurers immediately in writing of any claim, allegation or circumstance that may give rise to a claim as required by the policy.

The insurer's appointed firm cannot provide final legal advice to the member via the hotline on policy or other indemnity issues. Nothing said by the insurer's appointed firm may be taken as conclusive advice on indemnity.

If a claim arises out of a matter about which the member has sought advice from the appointed firm, it is at the insurer's sole discretion whether to engage the appointed firm for this hotline to represent the member in relation to that claim. The member authorises the appointed firm to disclose to the insurer all information obtained via the hotline that may result in a claim being pursued or defended under the terms and conditions of the policy.

To the extent necessary, the member waives all claims to legal professional privilege over that information as between the insurer and itself. The member acknowledges that the disclosure of this information may affect their entitlement to indemnity under the policy for the claim.

Changes in the appointed firm will be notified to the member through the Australian Psychological Society's journal, InPsych. The insurer reserves the right to change the appointed firm at any time.

The hours of operation are from 8.00am to 5.30pm, Australian eastern standard time, Monday to Friday (except public holidays).

## Aon also takes care of those in need

Aon is a values-based organisation. The activities and behaviour of our people is underpinned by our core values: Trust, Openness, Commitment, Teamwork, Integrity and Innovation.

We have a long-standing commitment to community support and several years ago we established the **Aon Charitable Foundation**. This provides a focused vehicle for delivering benefits to the community through a broad program involving direct financial support, fundraising and staff engagement at various levels.

In this way, philanthropy is taken to a new level, providing not only much needed financial support but also other benefits such as additional resources, sharing of knowledge and expertise, business networks and promotion all of which make a significant long-term difference to our charity partners.

The Aon Charitable Foundation focuses on national charity partnerships in five core areas: healthcare, welfare, education, environment and research.





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**FOR MORE  
INFORMATION**

Level 51  
80 Collins Street  
Melbourne Vic 3000  
GPO Box 1230  
Melbourne Vic 3001

**TOLL FREE**

**1800 805 191**

**FAX**

**03 9211 3510**

**EMAIL**

**[psychology@aon.com.au](mailto:psychology@aon.com.au)**

**[aon.com.au](http://aon.com.au)**

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Aon is a leading provider of risk management services, insurance and reinsurance broking, financial planning and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

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# PSYCHOLOGIST PROPOSAL FORM 2009/2010

## COMBINED MALPRACTICE, PUBLIC AND PRODUCTS LIABILITY INSURANCE

Please complete and return this proposal form to Aon Risk Services Australia Ltd, GPO Box 1230 Melbourne VIC 3001.

If you are faxing or emailing your proposal form, please do not post the original.

Fax 03 9211 3510 Phone 1800 805 191 Email [psychology@aon.com.au](mailto:psychology@aon.com.au)

### A TAX INVOICE WILL BE SENT TO YOU DETAILING YOUR PAYMENT OPTIONS

#### 1. Details of insured (referred to in the proposal as 'you' and 'your')

Mr  Mrs  Miss  Ms

First name \_\_\_\_\_ Middle initial \_\_\_\_\_ Family name \_\_\_\_\_

Name of your incorporated Company/Partnership/Registered trading name (if any) owned by you (DO NOT NAME AN EMPLOYER) – Leave blank if no company or business name exists

\_\_\_\_\_

ABN

#### 2. Postal address

\_\_\_\_\_

\_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

#### 3. Membership status

APS membership number \_\_\_\_\_  Member (or higher)  Associate Member  Non member

Note: If you are a student/affiliate member of the APS, non member rates apply. Should you wish to upgrade to full/associate membership, please contact the APS

#### 4. Please indicate the number of Psychologists to be insured in each of the categories below:

**Note:**

1. If there is more than one Psychologist, please provide a separate list of all Psychologists' names.
2. A premium applies per Psychologist.

	Members	Non-members
<b>Category A:</b> Independent practice with gross income of greater than \$40,000 per annum*	_____	_____
<b>Category B:</b> Independent practice with gross income of \$40,000 per annum or less*	_____	_____
<b>Category C:</b> Employees, volunteers, academics with no independent practice or contracting income	_____	_____

\* Excluding any income earned as an employee.

#### 5. Limit of indemnity required (premiums for each limit are detailed on the brochure)

\$2,000,000  \$5,000,000  \$10,000,000  \$20,000,000

**6. Registration details – Mandatory for all applications**

Registration number \_\_\_\_\_ State \_\_\_\_\_


Registration status  Fully registered  Conditional/provisional/probationary

**Note:** Insurance cannot be provided if you are not registered.

**7. Code of ethics/guidelines**

Are you aware of and do you comply with, the current version of the APS Code of Ethics and APS Ethical Guidelines?  Yes  No  
(If No, cover will not be offered)

**8. Claims/circumstances**

 *If you answer Yes to any of questions 8.(a), (b), (c), and/or (d), please provide details on your separate letterhead. The standard premiums quoted on the brochure may not apply.*

(a) Have any claims or complaints ever been made against you or any of your partners or employees during the past 10 years?  Yes  No

(b) Are you aware of any circumstances which may result in a claim against you or any of your partners or employees during the past 10 years?  Yes  No

(c) Has any insurer ever declined, cancelled or imposed special conditions in relation to this type of insurance?  Yes  No

(d) Have you ever been subject to disciplinary proceedings for professional misconduct by a professional body or any statutory registration board or been called upon to respond to a complaint?  Yes  No

**DECLARATION AND AGREEMENT**

1. I/We acknowledge that I/We have read the Notice to the proposed insured and information guide included with this form, and I/we understand those notices. I/We acknowledge that if the proposal is accepted, the insurance cover will be subject to the terms and conditions as set out in the policy wording and schedule.
2. I/We declare that the information contained in this proposal form is true and correct and that I/we have not suppressed nor mis-stated any facts.
3. I/We declare that I/we hold registration with the Psychologists Registration Boards in the State/s or Territory/ies in which I/we practise and will maintain registration for the term of this insurance policy.
4. I/We declare that where I/we have applied for cover as a Member or Associate Member of The Australian Psychological Society, that I/we will maintain such membership for the term of this insurance policy.
5. I/We authorise Aon Risk Services Australia Ltd to release personal information relating to this insurance, including claims information to The Australian Psychological Society Ltd.

Signature of Insured \_\_\_\_\_ Date signed \_\_\_\_\_

**Note:**

**This proposal form can only be actioned once ALL questions have been answered and the above declaration has been signed and dated. If the proposal form is incomplete no cover will be effected until all of the necessary information is received.**

<b>OFFICE USE ONLY</b>		Date Stamp
Inception date	_____	
Total paid \$	_____	