



Asian Academy of Family Therapy
Professional Indemnity Insurance Proposal

Insured: The Members of Asian Academy of Family Therapy

Occupation: Family Therapist, Counsellor (Individuals)

Coverage: a) Insurer shall pay, to or on behalf of the Policyholder, the Loss in respect of any civil liability which the Policyholder incurs as a result of any Claim first made and reported to Insurers during the Period of Insurance which arises from any breach of a professional duty of care in the provision of the Professional Services.
b) Legal costs and expenses: Insurers shall pay reasonable and necessary costs and expenses incurred by the Policyholder in the investigation, defence and settlement of any Claim of coverage a)

Limit of Liability : Option 1: **HK\$5 million** any one claim and **HK\$10 million** in the aggregate during the period of insurance
Option 2: **HK\$10 million** any one claim and **HK\$20 million** in the aggregate during the period of insurance
(the limit above shall be shared by all insured members)

Extensions & Endorsements : (a) Loss of Documents extension
(b) Libel and Slander extension
(c) Intoxicants or drugs exclusion
(d) Sexual Harassment and Molestation exclusion
(Cover is limited to sexual harassment defence cost of HK\$100,000 subject to not guilty judgement only)
(e) Amended Definition of Insured – Individual cover
(f) Aids and HIV Exclusion
(g) Surgery/injection/abortion/body slimming/ weight loss exclusion

Geographic limit : Worldwide excluding USA and Canada

Jurisdiction : Hong Kong

Deductible : HK\$5,000 each and every claim

Period : From 1 July 2017 to 30 June 2018

Rm 1905, Fortress Tower, 250 King's Road, North Point, Hong Kong. Tel. (852) 2523 6786 Fax: (852) 2523 6937 1
香港專業保險經紀協會會員 Email: raymond@charterlloyd.com, alice@charterlloyd.com
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Charterlloyd Insurance Brokers Ltd (the "Company") is remunerated for its services by the receipt of commission paid by Insurers. Your agreement to proceed with this insurance transaction shall constitute your consent to the receipt of commission by the Company.



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Annual premium : Option 1: HK\$2,000 per insured member
Option 2: HK\$2,500 per insured member

Eligibility : The Members of Asian Academy of Family Therapy

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.

Application procedures:

Please return the completed and signed declaration form, together with a cheque of HK\$2,000 (limit of HK\$5 million) or HK\$2,500 (limit of HK\$10 million) to the following address for the enrollment of Professional Indemnity insurance:

Charterlloyd Insurance Brokers Ltd.

Room 1905, 19/F, Fortress tower, 250 King's Road, Hong Kong

Attn: Dr. Raymond Chow

For enquiry, please feel free to contact Dr. Raymond Chow (Email: raymond@charterlloyd.com, Tel: 2523 6350) or Ms. Alice Cheung (Email: alice@charterlloyd.com, Tel: 2523 6072) for any assistance.

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Exclusions: This Policy shall not provide cover for:

a) ASBESTOS Any liability directly or indirectly arising out of, resulting from, in consequence of or in any way involving asbestos or any materials containing asbestos (in any form or quantity).

b) CONTRACTUAL GUARANTEE Any liability resulting from any express warranty, guarantee, liquidated damages clause, fine or penalty clause except to the extent that such liability would have attached in the absence of such warranty, guarantee, fine, liquidated damages clause or penalty clause.

c) CONTROLLING INTEREST Any liability owed to any party in which the Policyholder exercises a controlling interest by possessing an official position or shareholding and/or any liability owed to any party exercising a controlling interest over the Policyholder by possessing a financial or executive interest in the Policyholder, except any liability owed to an entirely independent third party.

d) COPYRIGHT Any liability arising from any intentional breach of confidential information, copyright or unauthorised use or infringement of the systems or designs of others.

e) DEBT Any liability directly or indirectly arising out of, resulting from, in consequence of or in any way involving any trading debt incurred or guarantee or other undertaking given by a Policyholder for a debt.

f) DISHONEST MALICIOUS OR ILLEGAL ACTS Any Claim that arises directly or indirectly or is in any way contributed to by any dishonest, malicious or illegal acts of any present or previous principal, partner, member, director or consultant of the Policyholder or any person presently or previously employed or engaged by the Policyholder.

g) EMPLOYMENT Any liability resulting from bodily injury, sickness, disease or death sustained by any person arising out of or in the course of their employment by the Policyholder under a contract of service or apprenticeship with the Policyholder.



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h) **GOODS OR PRODUCTS** Any liability relating to goods or products manufactured, installed, constructed, altered, repaired, fabricated, treated, sold, supplied or distributed by the Policyholder unless the same is carried out by the Policyholder as part of the Professional Services.

i) **JOINT VENTURE** Any liability of the Policyholder for and/or in the name of any consortium or joint venture of which the Policyholder forms part.

j) **JURISDICTION** Any liability for: (a) compensation in respect of judgments delivered or obtained other than in a court of competent jurisdiction within the Jurisdiction Limits specified in Item 12 of The Schedule, (b) Costs and expenses of litigation recovered by any claimant from the Policyholder which are not incurred and recoverable within the Jurisdiction Limits specified in Item 12 of The Schedule.

k) **KNOWN CLAIMS** Any liability arising out of any Claim known to the Policyholder prior to the inception of this Policy.

l) **NUCLEAR** Any loss or destruction of, or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from: (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

m) **OTHER INSURANCE** Any liability in respect of which the Policyholder is (or but for the existence of this Policy would be) entitled to indemnity under any other contract of insurance except in respect of any excess beyond the amount that would have been payable under such insurance had this Policy not been effected.

n) **POLLUTION AND CONTAMINATION** Any liability resulting from pollution or contamination, including the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

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o) **PROPERTY** Any liability resulting from the ownership, management, control, use, occupation or leasing of property mobile and/or immobile by, to or on behalf of the Policyholder.

p) **PUNITIVE AND/OR EXEMPLARY DAMAGES** Any fines and/or penalties and/or any award of punitive, aggravated or exemplary or similar type of damages.

q) **TERRITORIAL LIMITS** Work performed outside the Territorial Limits stated in The Schedule.
TERRORISM Any liability arising out of or in any way involving or relating to Terrorism (regardless of any other cause or event contributing to the liability) or any action taken in controlling, preventing or suppressing Terrorism. If Insurers allege that by reason of this exclusion any liability is excluded the burden of proving to the contrary shall be on the Policyholder.

r) **TOXIC MOULD** Any liability resulting from fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to, mould, mildew, mycotoxins, spores, or any biogenic aerosols.

s) **UNITED STATES OF AMERICA** Any liability in respect of: (a) any arbitral proceeding in, or legal proceedings in the courts of, the United States of America and/or any territories which come within the jurisdiction of the United States of America and/or any Protectorates of the United States of America or elsewhere where the laws of those countries apply, or any arbitral or other award entered against any Policyholder under the laws of those countries. (b) any judgment or order wherever obtained for the enforcement of any judgment of the courts of the United States of America and/or any territories which come within the jurisdiction of the United States of America and/or any Protectorates of the United States of America or any judgement or order under the laws of those countries (whether by way of reciprocal agreements or otherwise), for the enforcement of any arbitral or other award entered against any Policyholder under the laws of those countries.

t) **WAR AND OTHER HOSTILITIES** Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. HK/PIAGGCS/0216 PROFE

Subject to policy conditions and exclusions of insurance policy.

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