



EOS Underwriting Pty Ltd
ABN 55 624 013 029 AFSL 506938

Level 9, 99 Queen Street
Melbourne Vic 3000
Phone 03 9938 9294

CERTIFICATE OF INSURANCE

From: EOS-DR

We hereby confirm that we have arranged the insurance cover mentioned below:

Eligible Members Of CDAA
Level 30, Westpac House,
91 King William Street
ADELAIDE SA 5000

Date: 22/01/2024

Our Reference: CDAA

RENEWAL

Page 1 of 7

Class of Policy: Professional Indemnity,Public/Products Liability
Insurer: Mitsui Sumitomo Insurance Company Limited
Level 18, 1 Bligh Street, Sydney NSW 2000
ABN: 49 000 525 637
The Insured: Eligible Members Of CDAA

Policy No: 08 GEN 000085 05
Invoice No: 31039
Period of Cover:
From 28/02/2024
to 28/02/2025 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
- has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Class of Policy:	Professional Indemnity,Public/Products Liability	Policy No:	08 GEN 000085 05
The Insured:	Eligible Members Of CDAA	Invoice No:	31039
		Our Ref:	CDAA

[Professional Indemnity, Public and Products Liability Insurance - Policy Schedule](#)

Your policy details are set out below and must be read in conjunction with your policy wording and endorsements.

Policy number:	08 GEN 000085 05
Insured:	Eligible Members of The Career Development Association of Australia Incorporated
Insurer:	Mitsui Sumitomo Insurance Company Limited ABN 49 000 525 637 AFSL 240816 Address:- Level 18, 1 Bligh Street, Sydney NSW 2000
Period of Insurance:	4.00pm 28 February 2024 to 4.00pm 28 February 2025
Policy Wording:	EOS Combined Professional Indemnity and Public and Products Liability 11.23
Professional Services:	Career counselling; Career development; Conflict management; Mediation; Arbitration; Vocational Rehabilitation services; Training and development; Human resource management consultancy; Human resources counselling; Life coaching; Psychometric testing; Employment relations and industrial relation advice; career counselling referral services; career counselling marketing and advertising services; Executive Coaching, Vocational Assessment Expert Reports.
Business:	Career counselling; Career development; Conflict management; Mediation; Arbitration; Vocational Rehabilitation services; Training and development; Human resource management consultancy; Human resources counselling; Life coaching; Psychometric testing; Employment relations and industrial relation advice; career counselling referral services; career counselling marketing and advertising services; Executive Coaching, Vocational Assessment Expert Reports.
Jurisdictional Limits:	Worldwide, excluding USA and Canada
Territorial Limits	Worldwide, excluding USA and Canada

[Policy Coverage](#)

Type of Insurance:	Professional Indemnity Insurance	
Limit Of Liability:	\$10,000,000 any one claim	
Limit of Liability in the Aggregate:	\$30,000,000 in the aggregate for all Claims during the Period of Insurance	
Defence Costs:	Costs Inclusive	
Excess:	\$1,000 each and every Claim, Defence Cost Exclusive	
Automatic Extensions:	Extensions	Sub-Limit
	Continuous Cover	Not Applicable
	Court Attendance Costs	Refer Wording
	Dishonesty	Limit of Liability
	Extended Reporting Period	Not Applicable
	Fines and Penalties	\$250,000 aggregate
	Inquiry Costs	\$250,000 aggregate
	Joint Venture Liability	Limit of Liability

Schedule of Insurance

Class of Policy: Professional Indemnity,Public/Products Liability	Policy No: 08 GEN 000085 05
The Insured: Eligible Members Of CDAA	Invoice No: 31039
	Our Ref: CDAA

Loss of Documents	\$500,000 aggregate
Merger, Takeover, Winding Up	Limit of Liability
New Subsidiary	Limit of Liability
Past Subsidiary	Limit of Liability
Public Relations Cover	\$50,000 Aggregate
Reinstatement	Refer wording

Please note Sub-limits form part of, and are not payable in addition to the Limit of Liability

Optional Extensions:	Agent, Consultant and Contractor Cover	Not Included
	Fidelity (Sub-limit \$50,000)	Not Included
	Multi Year Run-Off	Not Included

Retroactive Date: Unlimited, except as to known circumstances and known claims

Policy Coverage - Public and Products Liability

Type of Insurance: Public Liability Insurance

Limit Of Liability: \$20,000,000 any one claim

Excess: \$1,000 each and every Claim, Defence Cost Exclusive

Automatic Extensions:	Extensions	Sub-Limit
	Court Attendance Costs	Refer Wording

Type of Insurance: Products Liability Insurance

Limit Of Liability: \$20,000,000 any one claim

Limit of Liability in the Aggregate: \$20,000,000 in the aggregate for all Claims during the Period of Insurance

Excess: \$1,000 each and every Claim, Defence Cost Exclusive

Automatic Extensions:	Extensions	Sub-Limit
	Court Attendance Costs	Refer Wording

Endorsements applicable to all Sections of this Policy

Molestation Exclusion

It is agreed that there is no Cover for any claim under this Policy for, directly or indirectly arising out of or in any way connected with any assault, abuse, molestation, harassment, interference or discrimination (sexual or otherwise) of any person.

However this exclusion shall not apply to the extent that Cover is specifically available under endorsement Sexual Misconduct Defence Costs.

Class of Policy: Professional Indemnity,Public/Products Liability	Policy No: 08 GEN 000085 05
The Insured: Eligible Members Of CDAA	Invoice No: 31039
	Our Ref: CDAA

Sexual Misconduct Defence Costs

In respect of the Cover provided under Section Professional Indemnity, We will reimburse You for Your reasonable Defence Costs incurred by You with Our prior written consent, for Your successful defence of any Claim or Inquiry first made against You and notified to Us during the Period of Insurance arising from any actual or alleged molestation, interference with, mental or physical abuse of any person by You directly out of the provision of the Professional Services by You:

Provided always that:

reimbursement of Your Defence Costs under this extension is available if and when:

- a. in respect of a Claim, there is a final judgment in favour of You; or
- b. in respect of an Inquiry, You have been exonerated and no finding of professional misconduct has been made against You or the Inquiry has been permanently discontinued; and
- c. all appeal rights of any party in relation to the allegations made against You have been exhausted.

There is no Cover under this extension for:

- i. any of You who have perpetrated any such molestation, interference with, mental or physical abuse of any person;
- ii. You if by act or omission You have committed or condoned such molestation, interference with, mental or physical abuse of any person; or,
- iii. any Claim or Inquiry directly or indirectly related to any matter, evidence, investigation, fact, finding or recommendation arising from any Royal Commission.

The maximum amount payable by Us under this automatic extension is \$50,000 for any one Claim or Inquiry and all Claims and Inquiries in the aggregate Covered under this extension during the Period of Insurance. No Excess will apply to this extension.

For the purposes of this extension definition Inquiry does not include any Royal Commission. The Cover provided under this extension shall not be subject to exclusion Fraud and Dishonesty.

Master Policy Endorsement – Aggregate Limit

It is agreed that existing Limit of Liability provision shall be deleted in its entirety and replaced with the following:

Limit of Liability

The Limit of Liability is the maximum amount We will pay in respect of any one Claim Covered under this Policy during the Period of Insurance. The Limit of Liability in the Aggregate is the maximum amount We will pay in respect of all Claims and all other amounts Covered under this Policy during the Period of Insurance:

Provided always that:

- a. The Limit of Liability is shared between all the Insured; and
- b. We may at Our sole discretion agree to include additional Insureds to the Master Policy for Eligible Members of The Career Development Association of Australia Incorporated. Their inclusion does not increase the Limit of Liability or increase the number of reinstatements of the Limit of Liability permitted under this Policy.

We will not be obliged to pay any Claim, judgment, costs or expenses or to defend any Claim or legal action after We have paid or agreed to pay an amount equal to the Limit of Liability.

Insured, You, Your definition amendment

It is agreed existing definition Insured, You, Your is deleted in its entirety and replaced with:

Insured, You,Your means: Eligible Members of The Career Development Association of Australia Incorporated.

Class of Policy: Professional Indemnity,Public/Products Liability
The Insured: Eligible Members Of CDAA

Policy No: 08 GEN 000085 05
Invoice No: 31039
Our Ref: CDAA

Eligible Member

It is agreed Eligible Member means:

- a. a person who holds a current membership with The Career Development Association of Australia Incorporated and who provides the Professional Services; and/or
- b. the corporate entity of any person referred to in part a above who is a sole practitioner and wholly owns such corporate entity; and/or
- c. the corporate entity of any person referred to in part a above who is a sole practitioner and jointly owns with their spouse such corporate entity provided that their spouse does not directly or indirectly provide any Professional Services or any other services through the corporate entity.

Two Reinstatements

It is agreed that the existing automatic extension Reinstatement shall be amended as follows:

1. deletion of the word 'once'and substitution with the word 'twice';
2. deletion of the word 'one' and substitution with the word 'two'.

In all other respects this Policy remains unaltered.

Specific condition

Notwithstanding anything to the contrary expressed elsewhere in this Policy, it is agreed that the Limit of Liability under this Policy is shared by all the Insured. This means that if the Limit of Liability and any reinstatements of the Limit of Liability that may be available are exhausted by Claims against some of the Insured then there will be no Cover remaining.

Former Members Cover

It is agreed that definition Eligible Member shall include former members of the Career Development Association of Australia Incorporated:

Provided that:

Cover shall only be available to such former member if they held a current membership with the Career Development Association of Australia Incorporated at the time of performing the act, error or omission forming the subject of the claim under this Policy and is otherwise Covered under the existing terms and conditions of this Policy.

SANCTIONS CLAUSE:

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America, United Kingdom, Commonwealth of New Zealand, Japan or the Commonwealth of Australia and/or any other applicable national economic or trade sanction law or regulations.

Computer Virus / Unauthorised Access Exclusion

It is agreed that there is no Cover for any claim under this Policy directly or indirectly arising from or connected with:

- a) Your failure to protect against unauthorised access to, unauthorised use of, or a denial of service attack to Your Computer System; or
- b) any computer virus which causes the destruction, modification, corruption, damage, deletion or disclosure of data (including data of a third party) stored on Your Computer System; or
- c) Social Engineering Fraud.

Computer System means information technology system made up of a network of one or more items of computer hardware or software and the electronic data stored thereupon, that share a central storage system and various peripheral devices that is proprietary to or licensed to You.

Class of Policy: Professional Indemnity,Public/Products Liability	Policy No: 08 GEN 000085 05
The Insured: Eligible Members Of CDAA	Invoice No: 31039
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Social Engineering Fraud means any fraudulent or dishonest instruction to the Insured or its agents which purports to be from a legitimate or trusted source authorised to make such instruction and which results in the Insured:

- a) transferring, paying or delivering any money or securities from an account maintained by the Insured to another person or entity;
- b) transferring or delivering any property to another person or entity;
- c) revealing confidential information; or
- d) changing or altering bank account or payment details of any person or entity.

Important information:

Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to, You may breach Your duty of disclosure. In that event We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Privacy Statement

We are committed to complying with the obligations of the Privacy Act 1988 (Cth) in how We collect, hold, use and share Your personal and sensitive information. Sensitive information may include information about Your claims history, health history, memberships and criminal record.

We collect Your personal and sensitive information in order to enable Us to offer Our products and services to Our customers, assess Your application for insurance, determine whether to issue a policy and if We do so on what terms and conditions, administer and manage Our products and services, investigate and handle any claims.

We collect information from You or from Your agents. We may also collect information from Our service providers, other insurers, relevant organisations, professional bodies and from publicly available sources. We will only use Your information for the purposes for which it was collected and any other related purpose as permitted or required by law.

We may share Your information with other parties who provide services to Us or on Our behalf such as reinsurers, lawyers, claims adjusters, investigators and other parties as required by law. Some of these recipients may be located outside of Australia.

Class of Policy: Professional Indemnity,Public/Products Liability	Policy No: 08 GEN 000085 05
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By requesting insurance from Us, renewing or using any of Our products or services You consent to the collection, use, disclosure of Your personal and sensitive information for the purposes set out in Our privacy policy. If You do not provide all or part of the personal information required by Us We may not be able to provide You with Our products and services and You may be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up to date and complete. You have the right to seek access to Your personal information and correct it at any time by contacting Us. If You would like to make a complaint about how We have handled Your personal information You may contact Us at any time. Your complaint will be managed and resolved through Our internal privacy complaint procedures. For more information on this procedure please refer to Our privacy policy. Our privacy policy may be accessed at: www.eosuw.com.au

Average provision

Where Your Policy provides for Defence Costs in addition to the Limit of Liability and Your liability for any Claim is for an amount in excess of the Limit of Liability, Our liability for Defence Costs will be limited to the same proportion that the Limit of Liability bears to the total amount required to dispose of the Claim.

Subrogation waiver

If You have agreed to limit, exclude or prejudice Your right to seek recovery from another entity that may be liable to compensate You for any liability which is Covered under this Policy, We may not Cover You under this Policy for some or all of that liability.

Claims Made

Section - Professional Indemnity of this policy operates on a 'claims made and notified' basis. This means that Section - Professional Indemnity only Covers You for Claims first made against You and notified to Us during the Period of Insurance. Section - Professional Indemnity does not provide Cover for:

- any Claim that arises out of acts, errors, omissions or conduct occurring or committed before the Retroactive Date stated in the Schedule (if such a date is actually stated);
- any Claims made, threatened or intimated against You prior to the commencement of the Period of Insurance;
- any Claims made, threatened or intimated against You after the expiry of the Period of Insurance (even if the act, error, omission or conduct giving rise to the Claim may have occurred during the Period of Insurance) unless the facts that gave rise to that Claim were notified to Us during the Period of Insurance; or
- Claims arising from facts or circumstances of which You first became aware of prior to the Period of Insurance and which You knew or ought reasonably to have known had the potential to give rise to a Claim.

Where You give notice in writing to Us of any facts or circumstances that may give rise to a Claim against You as soon as reasonably practical after You first become aware of those facts or circumstances but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any Claim subsequently made against You arising from those facts or circumstances notwithstanding that the Claim is made after the Period of Insurance has expired. Any such rights arise under the legislation only. The terms of Section - Professional Indemnity and the effect of Section - Professional Indemnity are that You are not Covered for Claims made against You after the expiry of the Period of Insurance.