



# Professional Indemnity Insurance Policy

Version 1

**ESSA:**  
EXERCISE & SPORTS SCIENCE AUSTRALIA

[www.essa.org.au](http://www.essa.org.au)

# Professional Indemnity Insurance Policy

<b>Approval Authority</b>	Board
<b>Date Approved</b>	August 2017
<b>Date Effective</b>	January 2018
<b>Date of Next Review</b>	January 2021
<b>Level of Policy</b>	Governance
<b>Related Policies/ Procedures</b>	By-law Complaints and Disciplinary Procedure
<b>- ESSA</b>	ESSA Code of Professional Conduct and Ethical Practice
	Fitness to Practice policy
	Mandatory Declarations policy
	Recency of Practice policy
	Return to Practice policy
	Scope of Practice policy
<b>- External to ESSA</b>	National Code of Conduct for Health Care Workers
<b>Designated Authority</b>	PSAC
<b>Responsible Officer</b>	Operations Manager
<b>Policy Overview</b>	<p>This policy requirement sets out ESSA's requirements for Professional Indemnity Insurance (PII) arrangements for exercise and sports science professionals. Individuals must be covered by their Professional Indemnity Insurance. Professional Indemnity Insurance must be continuous throughout the period of practice, be appropriate to the level or risk and be inclusive of run-off cover.</p> <p>Non-compliance with this policy and associated policies and procedures may breach the ESSA Code of Professional Conduct and Ethical Practice and may attract disciplinary action.</p>
<b>Scope</b>	<p>The Professional Indemnity Insurance requirements apply to all accredited exercise and sports science professionals (Accredited Exercise Scientists, Accredited Exercise Physiologists, Accredited Sports Scientists and Accredited High Performance Managers.)</p> <p>There are no exemptions to the Professional Indemnity Insurance policy</p>
<b>Definition</b>	<p><b>Accredited /accreditation</b> - means holding one or more of the ESSA accreditation categories.</p> <p><b>Accredited individual</b> - means and includes all individuals who hold an accreditation from ESSA.</p> <p><b>APRA</b> - Australian Prudential Regulation Authority</p> <p><b>Automatic reinstatement</b> – means a provision in insurance policies which allows for the limit of indemnity (amount insured) to be reinstated to new, unrelated claims, after one or more claims have been paid to the limit of the indemnity.</p> <p><b>Exercise and Sports Science professional</b> - means an ESSA-accredited exercise and sports science professional and/or a member of ESSA.</p>

**Lapsed accreditation** — means non-renewed accreditation.

**Leave of absence** — means a formal break from membership and/or accreditation. Leave of absence may be taken for study, travel, parental leave or other reasons.

**PII** — means professional indemnity insurance.

**Practice** — means any role, whether remunerated or not, in which the individual uses their skills and knowledge as a practitioner in their profession. Practice includes the direct provision of services to clients, and the use of professional knowledge and/or skill in a direct clinical or non-clinical way. This includes non-direct relationships with clients, such as working in management, administration, education, research, advisory, regulatory or policy development roles; and any other roles that impact on safe, effective delivery of exercise and sports science services.

**Professional indemnity insurance** — means arrangements that secure for the Exercise and Sports Science Professional's practice insurance against civil liability incurred by, or loss arising from, a claim that is made as a result of a negligent act, error or omission in the conduct of the Exercise and Sports Science Professional. This type of insurance is available to practitioners and organisations across a range of industries and covers the cost and expenses of defending a legal claim, as well as any damages payable. Some government organisations under policies of the owning government are self-insured for the same range of matters.

**Retroactive cover** — means professional indemnity insurance arrangements which cover the exercise and sports science professional against claims arising out of or in consequence of services that were undertaken in the course of providing exercise and sports science services, prior to the date of commencement of the insurance. The Certificate of Insurance normally specifies the Retroactive date.

**Run-off cover** — means insurance that protects an exercise and sports science professional who has ceased a particular practice against claims that arise out of or are a consequence of services that were undertaken when they were conducting that practice. It may be included in a Professional Indemnity Insurance policy or may need to be purchased separately.<sup>1</sup>

**Suspend/Suspension** — means membership and/or accreditation status is temporarily withdrawn by the Board or ESSA Accreditation Council due to actions of the member/accredited individual.

**Third party cover** — means the cover that an individual holds through a third party's insurance arrangement, such as through an employer, education provider or union.

## 1. Requirements

1.1 All exercise and sports science professionals must be covered by Professional Indemnity Insurance. Professional Indemnity Insurance must include cover for all:

- 1.1.1 areas of practice
- 1.1.2 locations of practice
- 1.1.3 work environments, including: private practice, non-government and/or public sector
- 1.1.4 modes of practice, including any combination of: full-time, part-time, self-employed, employed, or in an unpaid or volunteer capacity.

1.2 The Professional Indemnity Insurance must include:

- 1.2.1 civil liability cover
- 1.2.2 automatic reinstatement
- 1.2.3 retroactive (it is recommended this be unlimited)
- 1.2.4 run-off (it is recommended this be unlimited)

## 2. Professional Indemnity Insurance purchased by the exercise

2.1 Where an exercise and sports science professional takes out their own Professional Indemnity Insurance, they must:

- 2.1.1 not practice in any area that is specifically excluded from their Professional Indemnity Insurance

<b>and sports science professional</b>	<p>2.1.2 ensure that the Professional Indemnity Insurance meets the requirements of this policy. To ensure appropriate cover an exercise and sports science professional should:</p> <p>2.1.2.1 seek clarification from the Professional Indemnity Insurance provider on the level of cover required</p> <p>2.1.2.2 provide accurate and up-to-date information about the scope and nature of their current and intended scope of practice, providing timely advice to their insurer on any changes to the scope and nature of their practice.</p>
<b>3. Third Party Cover</b>	<p>3.1 Exercise and sports science professionals that are entitled to indemnity under a policy of insurance from a third party including but not limited to employer, education provider, union, another insurer or a government scheme that third party's insurer must be APRA licenced or equivalent.</p>
<b>4. When practice is ceased</b>	<p>4.1 When an exercise and sports professional decides to cease practicing temporarily or permanently, they must take out appropriate Run-off cover for matters that may arise from their previous practice as an exercise and sports science professional.</p> <p>4.2 Practice may be ceased temporarily when taking a leave of absence, allowing accreditation to lapse or when on a period of suspension.</p>
<b>5. Accreditation declaration</b>	<p>5.1 When making the Professional Indemnity Insurance declaration, the exercise and sports science professional is declaring they have appropriate Professional Indemnity Insurance in place.</p> <p>5.2 Professional Indemnity Insurance declarations are made at initial accreditation, annual renewal, return from a leave of absence, return from suspension and return from a period of lapsed accreditation, see Mandatory Declarations policy.</p>
<b>6. Evidence of appropriate Professional Indemnity Insurance</b>	<p>6.1 Evidence to support current Professional Indemnity Insurance and to justify that the level of cover supports the scope of practice must be provided to ESSA on request.</p> <p>6.2 The evidence for:</p> <p>6.2.1 personally held Professional Indemnity Insurance may be in the form of certificates of currency</p> <p>6.2.2 Third Party Cover may be in the form of an email from the third-party declaring that the exercise and sports science professional is covered by the Third Party Cover.</p> <p>6.3 Where an exercise and sports science professional holds Professional Indemnity Insurance in their own name they must retain the documentary evidence of this Professional Indemnity Insurance for at least five years.</p>
<b>7. Disciplinary matters</b>	<p>7.1 Professional Indemnity Insurance generally does not cover disciplinary matters. These are matters which do not usually lead to awards of compensation to clients or other persons who have suffered detriment as a result of the exercise and sports science professional's services. However, these matters may involve costs for exercise and sports science professionals. ESSA recommends that exercise and sports science professionals consider obtaining insurance cover for these types disciplinary matters as part of their Professional Indemnity Insurance arrangements.</p>

**Policy Modification History** *This section will be managed by the Operations Manager*

Date:	Version no.	Details:
August 2017	1	New policy

<sup>i</sup> Australian Health Practitioner Regulation Agency (2016). Fact sheet: Professional Indemnity Insurance Arrangements. Accessed 3 July 2017 from <https://www.ahpra.gov.au/Registration/Registration-Standards/PII.aspx>