PROFESSIONAL STANDARDS COUNCILS

Submodule 2.2

Guidance

Insurance standards

Using this guidance

If your scheme limits liability by insurance arrangements, we must consider your association's insurance standards before we can approve it. These are a critical part of your application.

Your association needs to produce a set of professional indemnity insurance standards that prescribe the minimum standard of insurance that professional members must hold. Your governing body must approve these standards before you submit them with your application.

This guidance will help you to establish these standards for your members. It includes 3 sections:

1. Using this guidance, which is this section
2. Developing your insurance standards, which sets out the stipulations and asks you to compare these with your association's insurance standards
3. Managing your insurance standards, which covers administration, review, and changes.

After you read this guidance, complete the Insurance standards template to show how and why your association's insurance standards conform with or vary from the requirements in this document.

The purpose of professional indemnity standards

Effective insurance standards:

- improve members' participation in professional indemnity insurance
- improve the quality of that insurance
- meet your consumer protection obligations.

Your standards should require the most comprehensive level of insurance cover that your members can reasonably and generally access and afford.

General requirements

Professional indemnity insurance is provided on a 'claims made' basis. This means a member must hold the insurance:

- when a claim giving rise to an occupational liability is first made against them
- when they notify their insurer that they know of facts that might give rise to such a claim.

This is in line with section 40(3) of the Insurance Contracts Act 1984 (Cth).

To meet the objectives of professional standards legislation, your standards must require members to hold insurance that:

- provides indemnity that is not less than the limitation of liability the scheme provides for that class of member and kind of work they do
- complies with the insurance standards that you submit to us and we approve or endorse, and any similarly approved changes to them

- provides high confidence that the policies will respond to claims and meaningfully compensate consumers who suffer loss due to members' wrongful conduct.

This is in line with the below clauses of professional standards legislation. You can find a full list of these laws on our website.

ACT	NSW	NT	Qld	SA	Tas	Vic	WA
sch 4, s 4.23	s 27	s 28(1)	s 28(1)	s 29(1)	s 30(1)	s 29(1)	s 40

The standards should also state that liability is only limited if a member can satisfy the court that their insurance policy meets the standards.

Requirements for multijurisdictional schemes

If your association's proposed scheme is, effectively, a national scheme that would operate in all states and territories, it must comply with the highest standards required in any of those jurisdictions. It is important to consider this when applying.

In Victoria, South Australia, the Northern Territory and Tasmania, we can review a scheme if we believe a proposed change to an association's insurance standards results in less stringent standards. In Tasmania, an association must amend its scheme to change its insurance standards. See the section below on Amendments for more about this.

Our assessment

Before we can approve a scheme, we assess whether your insurance standards meet these objectives, and:

- how well they protect consumers of your members' professional services
- the position of people who may be affected by limiting your members' occupational liability
- whether they address the essential components of professional indemnity insurance, including the parties to the insurance contract, the nature and extent of cover and any other commercial considerations.

This is in line with professional standards legislation:

ACT	NSW	NT	Qld	SA	Tas	Vic	WA
sch 4, s 4.7	s 10	s 10	s 12	s 11	s 11	s 11	s 23

We have policies for assessing compliance, and we also have discretion to approve a scheme that does not meet all criteria in this guidance.

Note that, in this document, 'person' refers to both people and corporate entities.

Developing your insurance standards

This section will help you tailor your standards to your members. It includes 2 main sections:

- stipulations and guidance
- other requirements you should consider.

The stipulations describe the scope of cover and features that we recommend your standards **must**, **should**, **should preferably** or **may** require for members' professional indemnity policies. These provisions

are not mandatory, but we will regard their inclusion favourably.

Term	Meaning
Must	These are our minimum standard. If your scheme does not meet a 'must' requirement, you will need to satisfy us that special circumstances justify this.
Should	We strongly encourage these.
Should preferably	These are beneficial and we will regard their inclusion favourably when assessing the insurance standards overall.
May	We may accept these instead of 'should' or 'must' requirements.

Next to the stipulations we provide guidance describing how you can frame or refine these requirements in your standards, and what a member should do to maximise their coverage.

Stipulations and guidance

Standard: The insurer	
Description	Guidance
1. The insurer must be APRA authorised.	Professional indemnity insurance is a type of general insurance. Providers of general insurance in Australia are regulated by the prudential regulator, The Australian Prudential Regulatory Authority (APRA).
2. Despite stipulation 1 above, the policy may be placed with an Unauthorised Foreign Insurer (UFI) provided that the occupational association has been provided with a letter signed by a qualified insurance broker certifying that: a) at least one policyholder is a high-valued insured; b) an atypical risk is being insured against; c) the risk being insured against cannot reasonably be placed in Australia; or d) the policy is required by the law of a foreign jurisdiction within the meaning of Part 2 of the Insurance Regulations 2002.	The Insurance Act 1973 (Cth) provides for an exemption that recognises that there are some circumstances where insurance risk cannot be appropriately placed with an APRA-approved general insurer, and thus needs to be insured with a UFI. A UFI is a foreign domiciled insurer that is not authorised by APRA to carry on insurance business in Australia – see Insurance Regulations 2002 at reg 4. The term 'high-value insured' is defined in Regulation 4B of the Insurance Regulations 2002. Atypical risks are exclusively defined in the Regulation 4C of the Insurance Regulations 2002. The exemption for risks that cannot reasonably be placed in Australia recognises that there will be a range of circumstances where a business or consumer has a unique risk that cannot be placed with an authorised insurer or with a UFI under the high-value insured or atypical risk exemptions. This may include where an authorised insurer does not offer the necessary terms and conditions to cover a particular risk, or where the capacity of the Australian market in a particular line has been exhausted, or where there are benefits that accrue to an insured through a longstanding ongoing relationship with an insurer.

Standard: The insurer

Description	Guidance
3. The insurer must be financially stable and able to meet the claim(s) in full.	The association's insurance standards should specify the means by which the financial status of the insurer will be measured. For example, the insurer has a good credit rating from a reputable international rating agency or other assets, resources or systems to enable the payment of claims.

Standard: Who is covered?

Description	Guidance
4. The professional member must be either: a) an insured or b) a third-party beneficiary.	An insured is a person who or which is a contracting party to the policy of insurance. A third-party beneficiary is a person who or which is not a contracting party to the policy but is entitled to be indemnified under the policy. A third-party beneficiary may be identified by name (for example named in a list of persons insured by the policy) or by membership of a class of persons insured by the policy (for example directors, officers or employees of the contracting insured).
5. The policy must cover non-professional past, present and future persons employed by professional members or by corporate entities which employ professional members where such persons, by reason of their role in connection with the provision of professional services by a member, are or might be entitled to the benefit of the scheme.	If a scheme applies to a person (including a corporate entity) to whom the scheme applies, then the scheme also applies to each employee of the person/entity. Provided that if, such employee is entitled to be a member of the same occupational association, but is not a member, the scheme does not apply to that employee. See professional standards legislation: ACT: sch 4, s 4.16; NSW: s 19; NT: s 19; Qld: s 20; SA: s 20; Tas: s 21; Vic: s 20; WA: s 31
6. The policy must cover past, present, and future officers of a corporate member (if any), or corporate entities which employ professional members of a scheme, where such officers are or might be entitled to the benefit of the scheme.	If a scheme applies to a body corporate, the scheme also applies to each officer of the body corporate. Provided that if, such officer is entitled to be a member of the same occupational association, but is not a member, the scheme does not apply to that officer. See professional standards legislation: ACT: sch 4, s 4.16; NSW: s 18; NT: s 20; Qld: s 21; SA: s 21; Tas: s 22; Vic: s 21; WA: s 32
7. The policy must cover any past, present and future partners of a professional member where such partner is or might be entitled to the benefit of the scheme.	If a scheme applies to a person, the scheme also applies to each partner of that person. Provided that if, such partner is entitled to be a member of the same occupational association, but is not a member, the scheme does not apply to that partner. See professional standards legislation: ACT: sch 4, s 4.16; NSW: s 18; NT: s 20; Qld: s 21; SA: s 21; Tas: s 22; Vic: s 21; WA: s 32

Standard: Who is covered?	
Description	Guidance
8. The policy should preferably cover the insured for vicarious liability that may arise from services delivered by any contractors of a professional member, where such contractor is engaged by the member to carry out the occupational activities to which the scheme applies or is otherwise involved in the performance of such occupational activities (whether in a professional capacity or not).	
9. Where the policy does not cover contractors referred to in stipulation 8, the member should take reasonable steps to satisfy itself that the contractor has its own professional indemnity policy which provides cover in respect of the contractor's performance of the occupational activities which policy would be compliant with the association's Insurance standards.	

Standard: Claims made	
Description	Guidance
10. The policy must be a 'claims made' or 'claims made and notified' policy.	This means that the policy must be a 'claims made' rather than an 'occurrence' based policy. The 'claims made' policy is triggered in the policy period during which the demand or claim is made against the insured member. The policy in place at the time of the act or omission giving rise to the professional's occupational liability occurred is not triggered by reason only of the happening of that act or omission.
11. The policy should have a continuous cover extension.	A continuous cover extension provides that, where an insured has been continuously insured for in successive period of insurance with the same insurer(s), the insurer will cover a claim made during the policy period notwithstanding that the insured became aware of facts or circumstances which might give rise to a claim in a prior period (during which the insured was insured under a policy issues by the insurer) but failed to notify the insurer of that fact or circumstance in such prior period of insurance. **Note:** Members should be encouraged to maintain insurance with the same insurer for consecutive periods of insurance rather than frequently changing insurers. Where a member is covered by a claims made policy which contains a continuous cover clause, the risk of the insured being

	disentitled to the benefit of the policy, by reason of an inadvertent failure to notify a fact or circumstance which might give rise to a claim as soon as practicable after becoming aware of such fact or circumstance, is significantly reduced. **Note:** Members should be encouraged to notify the insurer of any facts or circumstances which might give rise to a claim as soon as practicable after becoming aware of such facts or circumstances. Section 40(3) of the Insurance Contracts Act 1984 (Cth) provides that, where the insured becomes aware of facts which might give rise to a claim, during a particular policy period, and notifies the insurer of those facts as soon as practicable after becoming aware of them, then the insurer may not refuse to pay the claim by reason only of the fact that no claim was made during the policy period. Associations should assist their members to develop risk management procedures to ensure that such facts or circumstances are notified promptly.

Standard: Scope of insuring clause

Description	Guidance
12. The policy must either: a) provide cover in respect of occupational liability arising from professional activities carried out by the member which fall within the scope of the occupational activities to which the scheme applies b) provide cover in respect of occupational liability arising out of an alleged act, error, or omission in the conduct of the professional activities by the member which fall within the scope of the occupational activities to which the scheme applies.	There are 2 main variations of insuring clauses in professional indemnity policies. Civil liability policies provide cover for 'civil liability' incurred from the professional activities of the insured business. 'Act, error or omission' policies qualify or restrict that cover by requiring the insured persons of entities to show that such liability arose from an identifiable act, error, or omission. While a 'civil liability' wording is preferable, an 'act, error or omission' wording is acceptable. Professional indemnity insurance policies will generally include a definition of the insured's 'business' or 'professional services'. This should be broadly drafted to ensure that it includes all occupational activities, falling within the scope of the scheme, which are carried out by the professional member. Professional indemnity insurance policies may also contain exclusions which may exclude cover in respect of particular professional activities carried out by the member. Such exclusions would not be appropriate if they had the effect of excluding occupational activities carried out by the member to which the scheme applies.

Standard: Limit of liability

Description	Guidance
13. The limit of liability under the policy in respect of any one claim must be equal to or greater than the highest monetary ceiling specified in the scheme applicable to the member by reference to the class of persons to which the member belongs and	The limit of liability should preferably be expressed in Australian dollars. Where the limit of liability is not expressed in Australian dollars, the member will be exposed to a compliance risk as a result of future exchange rate fluctuations. Members should be encouraged to take appropriate action to manage that compliance risk. For example, by ensuring that the limit of indemnity is set

Standard: Limit of liability	
Description	**Guidance**
the kind of work undertaken by the member (or any discretionary monetary ceiling approved by the association in respect of that member).	with a margin above the applicable monetary ceiling to allow for any exchange rate fluctuations.
14. The policy should either: a) provide at least one automatic reinstatement of the limit of liability; or b) have an aggregate limit of liability of at least twice the any one claim limit of liability.	An automatic reinstatement operates so that, in the event that a prior claim (or multiple prior claims) erodes or partly erodes the limit of liability available to the member and a subsequent claim is made against the member, the member may elect to reinstate the limit of liability in respect of that subsequent claim. An aggregate limit is a limit of indemnity which applies in respect of all covered claims in any one period of insurance.
15. The limit of liability under the policy should be defence costs in addition.	
16. Notwithstanding 15 above, the limit of liability under the policy should preferably be cost inclusive provided that the limit of liability under the policy is sufficient to meet both: a) the highest monetary ceiling specified in the scheme applicable to the member by reference to the class of persons to which the member belongs and the kind of work undertaken by the member; and b) all legal costs which could be reasonably anticipated to be incurred in connection with a claim for occupational liability.	It is easier for members to ascertain the amount of money available to pay claims if the policy is costs exclusive as in those policies, defence costs do not erode the limit of indemnity available to pay damages or compensation to third parties. Care must be taken with costs inclusive polices to ensure that there is enough indemnity remaining in the policy to meet the highest applicable monetary ceiling. **Note:** The association's Insurance standards should specify a metric, appropriate to the nature of the occupational liability and the applicable monetary ceiling, as to a minimum sum and/or percentage of the applicable monetary ceiling by which the limit of indemnity should exceed the monetary ceiling so as provide an appropriate degree of confidence that stipulation 16 b) would be satisfied.
17. The deductible or excess under the policy should be set at a level which, having regard to the financial position of the professional member at the time the policy is entered into, can reasonably be expected to be able to paid by the member at least twice in any 12-month period.	An excess or deductible is the amount or proportion of any (or all) losses arising under an insurance policy which the insured professional is required to pay prior to the insurer being required to indemnify the professional. If the loss is less than the amount of the excess or deductible, then the insured professional must meet the cost of it. **Note:** The association's Insurance standards should specify a metric, appropriate to the nature of the occupational liability and the applicable monetary ceiling(s), as to a maximum level of excess expressed as a monetary sum and/or a percentage of the lowest monetary ceiling specified in the scheme applicable to the member by reference to the class of persons to which the member belongs and the kind of work undertaken by the member. The association's Insurance standards may provide a provision whereby the association may, at its discretion, approve a higher excess subject to a mechanism by which the association is able to

Standard: Limit of liability	
Description	**Guidance**
	satisfy itself of the member's ability to pay such excess at least twice in any 12-month period.
18. The policy should contain an aggregation clause which provides that, for the purposes of calculating the number of excesses payable: a) all causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error, or omission under this Policy; and b) where a single act, error, or omission gives rise to more than one claim, all such claim(s) shall jointly constitute one claim.	
19. The policy should not contain an excess provision which is expressed to apply on a per claimant basis.	Some professional indemnity policies provide that a separate excess will apply to any claim brought by a distinct claimant. This type of excess provision creates a significant risk that a single act, error or omission may give rise to a number of related claims by distinct claimants which would result in the insured member being required to pay multiple excesses. This type of clause has the capacity to undermine the consumer protection objectives of the Professional Standards Legislation as advanced by stipulation 17.

Standard: Retroactive date	
Description	**Guidance**
20. Where the policy contains a retroactive date, that date must be no later than the latter of: a) the date on which the contracting insured first commenced carrying out the occupational activities b) the date on which the contracting insured first took out insurance in respect of its occupational liability c) the date on which the contracting insured took out a new insurance policy as a result of a merger or acquisition of a business, where past liabilities are covered under a separate policy.	The association's Insurance standards may include a provision by which the association may approve a policy which does not comply with stipulation 19 where the association has been provided with a letter from a qualified insurance broker certifying that the professional member is not reasonably able to obtain a policy which contains an earlier retroactive date. **Note:** A professional member will not reasonably be able to obtain a policy which contains an earlier retroactive date where the cost of such policy would be prohibitive having regard to the nature of the contracting insured's business including its size, turnover and number of employees.

Standard: Consumer protection legislation	
Description	**Guidance**
21. The policy should preferably contain an extension or clarification clause specifying that the cover provided by the policy includes cover for any unintentional breach of the misleading and deceptive conduct provisions of consumer protection legislation applicable to the occupational activities to which the scheme applies.	Depending on the scope of the occupational activities to which the scheme applies, relevant consumer protection legislation may include Part V of the Trade Practices Act 1974 (Cth); the Australian Consumer Law (being Schedule 2 of the Competition and Consumer Act 2010 (Cth)); Division 2 Part 2 of the Australian Securities and Investment Commission Act 2001 (Cth); Part 7 of the Corporations Act 2001 (Cth) or any similar or related legislation of a State or Territory of Australia.

Standard: Run-off cover	
Description	**Guidance**
22. The policy should preferably provide automatic run-off cover for a period of at least 7 years in the event that the named insured ceases to carry on the insured professional business at any time during the currency of the policy.	
23. Where a policy of the type referred to in stipulation 22 is not reasonably available, the member must arrange and maintain run-off cover for a period 7 years following cessation of the business.	Even after ceasing a business, a third party can make bring a cause of action for occupational liability against the member for up to 6 years after the alleged loss or damage was suffered. Run-off cover is available in a variety of forms. For example, it may be provided as a distinct run-off policy with a term of 7 years or with a term of one year and renewed annually for 7 years. Run-off cover may also be obtained by way of endorsement or extension to another policy. For example, the professional member may form a new corporate entity which may arrange an insurance policy to cover its own prospective exposures and may contain an extension or endorsement to cover the member's prior business in respect of the occupational activities provided by that former entity. Some policies provide standard automatic or optional extensions to cover a principal's previous business.

Standard: Maintaining continuity of cover	
Description	**Guidance**
24. The professional member should maintain continuous PI insurance cover for the duration of the scheme.	This means that if the policy obtained by the member expires or is cancelled, the member is obliged to renew the policy or take out another one in similar terms. The members must always have PI cover in place so ensure that there are no gaps in cover. If there has been a change in the wording and/or the insurer from year to year, the member must satisfy itself that there are no material gaps in cover.

Standard: Premium

Description	Guidance
25. The premium payable in respect of the policy should be at a level which is affordable to the professional member so as to enable the member to maintain continuous PI insurance cover for the duration of the scheme.	

Standard: Exclusions

Description	Guidance
26. The policy must not contain any exclusion, or combination of exclusions, which would have the effect that any mandatory requirement of the association's Insurance standards is wholly or substantially negated.	
27. The policy should not contain any exclusion or combination of exclusions which would have the effect that any mandatory requirement of the association's Insurance standards is or may be negated in a material proportion of claims likely to be made against the member.	The association's insurance standards should specify any exclusions, commonly occurring in policies issued to persons in respect of the occupational liabilities or activities to which the scheme applies, which the association considers must not or should not be included in members' policies because they would be likely to have the effect referred to in stipulation 26 or 27 above.

Standard: Excess-layer insurance

Description	Guidance
28. Members should preferably seek to obtain a single policy which complies with these Insurance standards.	
29. Members may take out an insurance program consisting of 2 or more policies (being primary and excess-layer policies) which, taken together, comply with these Insurance standards provided that all policies comply individually with these standards otherwise than as to the limit of indemnity and excess.	
30. In this case, of an insurance program consisting of 2 or more policies (being primary and excess-layer policies), any excess policy(s) should preferably	An excess-layer policy is a policy which is provides cover for amounts which exceed the limit of liability provided another underlying policy. For example, a professional may have one policy which provides cover up to a limit of indemnity of $2 million and a

Standard: Excess-layer insurance	
Description	Guidance
follow the form of the primary insurance.	second policy which provides for an additional limit of indemnity of '$8 million in excess of $2 million'. The first policy is referred to as a 'primary' policy. The second policy is referred to as an 'excess-layer' policy. The total amount of insurance held by that professional is $10 million. **Note:** The reference to 'excess-layer' insurance should not be confused with the concept of a policy 'excess' (as referred to at 17 above). They are distinct concepts.

Other requirements

Statutory policies

If there are compulsory state or Commonwealth government insurance requirements, make this clear in your standards and tailor them in line with any statutory scheme. The Councils can be more confident about the identity and stability of the insurer in a government scheme.

If one or more of the monetary limits that may apply exceeds the limit of indemnity under the government scheme, your standards should deal with the interaction between the state or Commonwealth scheme and excess insurance by stipulating that 'top up' insurance is required. Also see 6.28–6.30 above.

Compulsory schemes

If your association administers its own endorsed occupational liability insurance scheme, you will need to satisfy us that your standards:

- are not anti-competitive
- do not otherwise constitute a conflict of interest for members.

We will consider whether members can get their own professional indemnity policies that comply with your insurance standards.

Exemptions

Your standards may give your association discretion to **exempt a professional member or group of professional members** from the standards' requirements.

In your standards, specify:

- how a member can apply for such exemption
- the factors your association must or may consider in exercising the discretion
- that your association can request information needed to consider the member's application.

Approvals

Your standards may give your association discretion to **approve an individual provision** – a policy provision that does not or may not strictly comply with your requirements. In this case, your association must reasonably assess that both:

- the provision is not inconsistent with the insurance standards' objectives

- not approving the provision would make the standards unfair or cause a member undue hardship.

If your association has approved an individual provision, the policy will not be non-compliant for containing it.

However, your association may not approve a provision if the policy would then fail to comply with stipulations 1 or 2, 4–7, 10 or 13.

Your standards may give your association discretion to **approve a policy** that does not strictly comply with one or more mandatory policy requirements set out in the insurance standards. In this case, your association must reasonably assess that both:

- the policy as a whole is not inconsistent with the insurance standards' objectives
- not approving the policy would make the standards unfair or cause a member undue hardship.

Your association must keep written records of all policy approvals. This is binding evidence that a policy complies with your insurance standards.

However, your association may not approve a policy that does not comply with stipulations 1 or 2, 4–7, 10 or 13.

Declarations of non-compliance

Your standards may give your association discretion to **declare that a policy does not comply** with the insurance standards even though that policy complies with all mandatory policy requirements set out in the insurance standards.

In this case, your association must reasonably assess that both:

- the policy as a whole is inconsistent with the insurance standards' objectives
- declaring this would not be unfair or cause a member undue hardship.

A policy may be unsuitable for members because it does not meet the objectives of either:

- the professional standards scheme framework
- this guidance
- your association's policy standards.

No set of insurance standards can cover every situation that might make a policy unsuitable. However, this power, with your monitoring powers, allows your association to declare a policy noncompliant if it does not meet the above objectives.

Managing your insurance standards

Administration and review

As the scheme administrator, your association is responsible for overseeing the operation of the insurance standards.

You must proactively:

- Educate stakeholders, including members, insurance brokers and insurers, about your insurance standards.
- Encourage the availability and take-up of coverage that complies with your insurance standards, including by providing feedback on any non-compliance.
- Review your insurance standards regularly to ensure they are appropriate.

- Work with members, brokers and insurers to address non-compliance and improve the quality and scope of the insurance members hold.
- Collect information about compliance with the scheme to provide reasonable assurance that members' insurance meets your standards.
- Seek to amend your insurance standards if your association's review suggests that doing so would better achieve the objectives of the professional standards legislation.

You must also report to us on:
- members' degree of compliance with your insurance standards
- how the overall the quality and scope of your members' insurance improves over time.

You should develop a framework showing how you will require members to provide the information and cooperation you will need to fulfil these responsibilities. This framework should also be:
- integrated with your association's other scheme administration obligations
- supported by the scheme's general member obligations.

Amendments

An association's insurance standards are a fundamental part of our decision to approve a scheme and submit it to the relevant minister(s) for gazettal.

Associations must submit any proposed changes to insurance standards to us for approval. Some changes can only be made by Councils approving an instrument that amends the scheme.

In jurisdictions where Council approval is legally required, we can amend or revoke an association's scheme if the association changes its insurance standards without our approval. We may do this by preparing an instrument on our own initiative.

The following table shows the requirements each jurisdiction. If your scheme operates in multiple jurisdictions, several requirements will apply.

State	Requirement
Tasmania	An association must apply to Council to amend a scheme. It is the Councils policy that this also applies to any multijurisdictional scheme that operates in Tasmania.
Northern Territory South Australia Tasmania Victoria	The Councils must approve any changes to an association's insurance standards. See the relevant professional standards legislation: NT: s 28(2); SA: s 29(s); Tas: s 30(2); Vic: s 29(s)
Queensland	An association must notify Council of the proposed change. See section 28(2) of the professional standards legislation.

<table>
<tr><th>State</th><th>Requirement</th></tr>
<tr><td>Australian Capital Territory
New South Wales
Western Australia</td><td>The legislation does not require an association to gain Council approval. However, we ask that associations submit proposed amendments to the Councils for consideration and feedback.
See the relevant professional standards legislation:<table><tr><th>ACT</th><th>NSW</th><th>WA</th></tr><tr><td>sch 4, s 4.23</td><td>s 27</td><td>s 40</td></tr></table></td></tr>
</table>

Copyright and document control

Document version	1.0
Last endorsed	New document
Next review	1 year after the application framework pilot program begins, then every 3 years
Written by	Director, Professional Standards Regulation
Approved by	Chief Executive Officer, Professional Standards Councils

Revision history

Version	Approved by	Approval date	Effective date	Sections modified
1.0	PSC	18 June 2021	1 July 2021	This is new guidance

Disclaimer

This guidance applies only to an occupational association preparing a scheme for approval under professional standards legislation. It is not legal or other professional advice and should not be relied on as such. An occupational association should seek its own legal/professional advice to find out how the professional standards legislation and other relevant laws and regulations may apply to it. Go to www.legislation.nsw.gov.au to access NSW legislation.

The Professional Standards Councils and their national support agency, the Professional Standards Authority, disclaim any and all liability to any person in respect of anything done, or the consequences of anything done, or not done, in relying on all or any part of this guidance.

Copyright information

© The Professional Standards Councils, 2021

You may copy, distribute, display, download and otherwise freely deal with this guidance and related application materials, provided you attribute the Professional Standards Councils as the owner. However, you must obtain permission from the Professional Standards Councils if you wish to modify, charge others for access, include in advertising or a product for sale, or obtain profit from any of these materials.