

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

**Standard 1 - Application of the APIV Insurance Standards**

- 1.1 All Participating Members of the APIV must have the benefit of a PI Policy which, at a minimum, is compliant with the APIV Insurance Standards:
  - 1.1.1 from: the Date of Commencement of the Scheme or, where the person was not a Participating Member of the APIV on the Date of Commencement of the Scheme, the date on which the person became a Participating Member of the APIV;
  - 1.1.2 until: the date on which the Scheme ceases or the date on which the person otherwise ceases to be a Participating Member of the Scheme.
- 1.2 This APIV Insurance Standards document contains:
  - 1.2.1 **Standards** which represent minimum requirements with which Participating Members are required to comply in order to gain the benefit of the Limitation of Liability provided by the Scheme. Standards are designated by the use of the word 'must'.
  - 1.2.2 **Advisory Statements** which the APIV encourages Participating Members to adopt but which do not have the status of Standards for the purpose of application of the Professional Standards Legislation. Participating Members are not required to comply with these provisions. Advisory Statements are designated by use of the word 'should'.
  - 1.2.3 **Permissive Statements** which identify insurance arrangements which a Participating Member may adopt and which, if adopted, will not place the Participating Member in breach of the APIV Insurance Standards. Permissive Statements are designated by the use of the word 'may'.
- 1.3 For the avoidance of doubt, the failure by Participating Member to hold cover of the type referred to in any Advisory Statement of Permissive Statement does not constitute non-compliance with the APIV Insurance Standards.

**Standard 2 - Scope of cover**

- 2.1 The PI Policy must indemnify the Participating Member, against Occupational Liability relating to a cause of action founded on an act or omission occurring during the period when the Scheme was in force.
- 2.2 The PI Policy should provide cover in respect of Occupational Services provided by the Participating Member.

**Standard 3 - Claims made cover**

- 3.1 The PI Policy must provide indemnity for claims made, or claims made and notified, during the relevant period of insurance or circumstances from which a claim arises which are notified during the relevant period of insurance.

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

- 3.2 The PI Policy should contain a continuous cover extension.
- 3.3 Subject to the *Insurance Contracts Act 1984* (Cth) ("**the ICA**"), a Participating Member should take care to ensure that notice is given to the insurer as soon as practicable and during the relevant period of insurance, of any claim or circumstance from which a claim may arise, or which arises during the relevant period of insurance.
- 3.4 Subject to the ICA, a Participating Member should take care to disclose to the insurer prior to renewal of the PI Policy all known facts which might give rise to a claim.

**Standard 4 - Sum Insured and Defence Costs**

- 4.1 Where a proceeding is brought against a person who was a Participating Member at the time of the act or omission giving rise to the Occupational Liability, such person must have the benefit of a PI Policy with a Sum Insured not less than:
  - 4.1.1 in respect of an Occupational Liability arising out of an act or omission of the person occurring during the currency of this Scheme, the amount of the Monetary Ceiling specified in clause 3.3 of the Scheme Instrument;
  - 4.1.2 in respect of an Occupational Liability arising out of an act or omission of the person occurring during the currency of any previous APIV professional standards scheme of which the person was a participating member ("**Prior APIV Scheme**"), the amount of the Monetary Ceiling specified in that Prior APIV Scheme.

**("Statutory Minimum Sum Insured Requirement")**

- 4.2 During the currency of the Scheme, all Participating Members must have the benefit of a PI Policy which has a Sum Insured of no less than \$1,000,000.
- 4.3 In addition to complying with the Statutory Minimum Sum Insured Requirement and clause 4.1, during the currency of the Scheme, a Participating Member should have the benefit of a PI Policy which has a Sum Insured, which has been reasonably assessed by the Participating Member or a Corporate Member to be sufficient to meet in full any Limitation of Liability, which might be expected to apply, in respect of any claim in respect of Occupational Liability to which the PI Policy may respond.
- 4.4 In making the assessment referred to in clause 4.3, the Participating Member or a Corporate Member should have regard to:
  - 4.4.1 the nature of the Occupational Services undertaken or reasonably contemplated to be undertaken by the Participating Member;
  - 4.4.2 that the PI Policy operates on a claims made basis such that claims made during the relevant Policy Period may arise from acts of omissions in the performance of the Participating Member's Occupational Services occurring:
    - (a) during the currency of the Scheme;
    - (b) during the currency of a Prior Scheme.

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

- 4.5 The Sum Insured under the PI Policy:
- 4.5.1 should apply on a 'per claim' or 'any one claim' basis;
  - 4.5.2 may be subject to an aggregation clause which:
    - (a) treats all causally connected or interrelated acts or omissions as a single act or omission under this Policy; and/or
    - (b) treats all claims arising out of a single act error or omission as a single claim.
- 4.6 The PI Policy must cover Defence Costs as follows:
- 4.6.1 where the PI Policy's Sum Insured is cost inclusive<sup>1</sup> the PI Policy must:
    - (a) comply with the Statutory Minimum Sum Insured Requirement; and
    - (b) provide additional cover of at least \$500,000.
  - 4.6.2 where the PI Policy provides unlimited cost-in-addition cover<sup>2</sup>, the PI Policy must comply with the Statutory Minimum Sum Insured Requirement; or
  - 4.6.3 where the PI Policy provides sub-limited costs-in-addition cover<sup>3</sup>, the PI Policy must:
    - (a) comply with the Statutory Minimum Sum Insured Requirement; and
    - (b) provide a Defence Costs sub-limit of no less than \$500,000.
- 4.7 The requirements as to Defence Costs in clause 4.6 do not apply where a Participating Member holds business assets of a net market value greater than the amount of additional cover.<sup>4</sup>
- 4.8 The PI Policy must either:
- 4.8.1 provide at least one automatic reinstatement of the Sum Insured; or
  - 4.8.2 have an Aggregate Sum Insured which is no less than 2 times the amount required to comply with the Statutory Minimum Sum Insured Requirement.

---

<sup>1</sup> A policy is cost inclusive where the Sum Insured is eroded by reference to any payment made by the insurer by way of indemnification of the insured's legal defence costs and expenses.

<sup>2</sup> A policy provides 'costs-in-addition' cover where the Sum Insured is not eroded by any payment made by the insurer by way of indemnification of the insured's legal defence costs and expenses. Costs in addition cover is unlimited where there is no limit of indemnity or sum insured specified in respect of the amount which the insurer is required to pay to the insured by way of indemnification of the insured's legal defence costs and expenses.

<sup>3</sup> A policy provides 'costs-in-addition' cover where the Sum Insured is not eroded by any payment made by the insurer by way of indemnification of the insured's legal defence costs and expenses. Costs in addition cover is sub-limited where the policy specifies a separate limit of indemnity or sum insured in respect of the amount which the insurer is required to pay to the insured by way of indemnification of the insured's legal defence costs and expenses.

<sup>4</sup> The APIV Member Policy provides that, on request, the Member must provide the APIV, in writing, with details of such assets, and during the relevant period of insurance, be able to satisfy the APIV that they could be made payable within a reasonable period.

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

**Standard 5 - Policy Excess**

5.1 Subject to clause 5.3, the PI Policy must, in respect of the Occupational Services carried out by a Participating Member, have an excess not greater than the Maximum Excess applicable to any one Claim, where the Maximum Excess is determined according to the following table:

| <b>Annual Firm Fees</b>    | <b>Maximum Excess</b> |
|----------------------------|-----------------------|
| \$0 - \$349,999            | \$40,000              |
| \$350,000 to \$499,999     | \$60,000              |
| \$500,000 to \$999,999     | \$80,000              |
| \$1,000,000 to \$1,999,999 | \$100,000             |
| \$2,000,000 to 9,999,999   | \$150,000             |
| \$10M+                     | \$250,000             |

5.2 The Participating Member shall, if requested by the APIV at any time, provide evidence to satisfy the APIV that the Participating Member has sufficient liquid assets to pay at least the excess under its PI Policy (for one Claim) within a reasonable timeframe for payment.

5.3 Notwithstanding clause 5.1, the APIV has a discretionary authority to specify, on application by a Participating Member, a higher excess, in relation to the Participating Member either in all cases or in any specified case or class of case. The Participating Member should supply to the APIV, in support of any application, evidence from the Participating Member's insurance broker as to:

5.3.1 whether the proposed excess is in line with current insurance market practice;

5.3.2 whether an excess which complies with Clause 5.1 is reasonably available to the Participating Member in the insurance market;

5.3.3 any factors specific to the Participating Member which constitute exceptional circumstances.

5.4 The PI Policy should contain an aggregation clause which provides that, for the purposes of calculating the number of excesses payable:

5.4.1 all causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under the policy; and

5.4.2 where a single act, error, or omission gives rise to more than one claim, all such Claim(s) shall jointly constitute one Claim.

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

- 5.5 The PI Policy should not contain an excess provision which is expressed to apply on a per claimant basis.

**Standard 6 – Retroactive Date**

- 6.1 Where the PI Policy contains a retroactive date, that date must be no later than the latter of:
- 6.1.1 the date on which the contracting insured first commenced carrying out the Occupational Services; and
  - 6.1.2 the date on which the contracting insured first took out professional indemnity insurance in respect of its Occupational Liability.

**Standard 7 – Consumer Protection Legislation**

- 7.1 The PI Policy must provide cover in respect of an unintentional breach of the misleading and deceptive conduct provisions of Consumer Protection Legislation applicable to the Occupational Services to which the Scheme applies.
- 7.2 The cover required by clause 7.1 may be provided by either:
- 7.2.1 the insuring clause providing cover in respect of ‘legal liability’ or ‘civil liability’ (and the PI Policy not excluding unintentional breach of the misleading and deceptive conduct provisions of Consumer Protection Legislation applicable to the Occupational Services); or
  - 7.2.2 by an extension which expressly covers unintentional breach of the misleading and deceptive conduct provisions of Consumer Protection Legislation applicable to the Occupational Services.
- 7.3 Where the PI Policy is in the form referred to at clause 7.2.1, it should preferably contain a clarification clause expressly confirming that the PI Policy covers unintentional breach of the misleading and deceptive conduct provisions of Consumer Protection Legislation applicable to the Occupational Services.

**Standard 8 - Indemnity for past, present and future partners and employees**

- 8.1 The PI Policy must indemnify any past, present or future partners or employees of the Participating Member.
- 8.2 Where the Participating Member is a body corporate, the PI Policy must also indemnify any officer of the Participating Member.
- 8.3 The Participating Member must ensure that that all present officers, partners and employees who are eligible to be Participating Members of the APIV are Participating Members of the APIV (unless they are exempt pursuant to clause 2.3 of the Scheme Instrument).

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

**Standard 9 – Insurer**

- 9.1 Subject to clause 9.2, the PI Policy must be placed with an insurer which is regulated or authorised by APRA under the *Insurance Act 1973* (Cth) to write professional indemnity insurance in Australia.
- 9.2 Notwithstanding clause 9.1, the PI Policy may be placed with an Unauthorised Foreign Insurer (UFI) provided that the APIV has been provided with a letter signed by a qualified insurance broker certifying that:
- 9.2.1 at least one policyholder is a high-valued insured;
  - 9.2.2 an atypical risk is being insured against;
  - 9.2.3 the risk being insured against cannot reasonably be placed in Australia; or
  - 9.2.4 the policy is required by the law of a foreign jurisdiction within the meaning of Part 2 of the *Insurance Regulations 2002* (Cth).

**Standard 10 - Sub-contractors of the Participating Member**

- 10.1 The Participating Member should take reasonable steps to ensure that all sub-contractors of the Participating Member are:
- 10.1.1 also Participating Members of the APIV; and
  - 10.1.2 have the benefit of a PI Policy which at a minimum complies with the APIV Insurance Standards.<sup>1</sup>

**Standard 11 - Endorsements and Exclusions**

- 11.1 The PI Policy should, to the extent reasonably available in the insurance market, not contain exclusions which would result in the PI Policy not providing cover for a material proportion of claims likely to be made against the Participating Member in respect of the Participating Member's Occupational Services.
- 11.2 The following exclusions are commonly used in the insurance market in respect of Participating Members' PI Policies. For the avoidance of doubt, the PI Policy may include endorsements and/or exclusions to the following effect:

**11.2.1 General Endorsement - Market Movement Clause**

The PI Policy will not indemnify the Participating Member in respect of any Claim relating to a Valuation of Real Property unless such valuation includes a statement to the following effect:

*"This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property)."*

---

<sup>1</sup> The sub-contractors may be insured under the Member's PI Policy or some other PI Policy.  
Australian Property Institute Valuers Limited Insurance Standards

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

*Liability for losses arising from such subsequent changes in value is excluded as is liability where the valuation is relied upon more than 90 days after the date of the valuation”.*

**11.2.2 General Endorsement - Prudent Lenders**

The PI Policy will not indemnify the Participating Member in respect of any Claim relating to Valuation of Real Property:

- (a) For or on behalf of any person or entity lending money by way of loan or involved in the making of any loan; or
- (b) For which responsibility is accepted to any person or entity lending money by way of a loan or involved in the making of any loan;

unless either:

- (i) the person or entity making such loan is an authorised deposit taking institution within the meaning of the *Banking Act 1959* (including but not limited to any bank, building society or credit union); or
- (ii) The valuation includes a statement to the following effect:

*"This valuation is prepared on the assumption that the lender as referred to in the valuation report (and no other), may rely on the valuation for mortgage finance purposes and the lender has complied with its own lending guidelines as well as prudent finance industry lending practices, and has considered all prudent aspects of credit risks for any potential borrower, including the borrower's ability to service and repay any mortgage loan. Further, the valuation is prepared on the assumption that any such lender is providing mortgage financing at a conservative and prudent loan to value ratio. This clause (Prudent Lenders Clause) only applies if the lender is not a lender is an authorised deposit-taking institution regulated by the Banking Act 1959 (Cth)."<sup>1</sup>*

**11.2.3 General Endorsement - Assigned Valuations**

The PI Policy will not indemnify the Participating Member in respect of any Claim relating to any:

- (a) Assignment of an initial valuation ('the initial valuation');
- (b) Confirmation of the initial valuation;
- (c) Reissue of the initial valuation; or

---

<sup>1</sup> Refer to the APRA Register of Authorised Deposit-taking Institutions at: <https://www.apra.gov.au/register-of-authorised-deposit-taking-institutions>.

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

- (d) Other act which has the effect of assuming or of extending responsibility to any person other than the person to whom the initial valuation was addressed ('other act');

unless the provision of the assignment, confirmation, reissue or other act:

- (i) occurred not later than 90 days after the date of issue of the initial valuation; and
- (ii) was provided together with a clear written statement that the valuer has not reinspected the property nor undertaken further investigation or analysis as to any changes relating to the subject property or the market since the initial valuation and accepts no responsibility for reliance upon the initial valuation other than as a valuation of the property as at the date of the initial valuation.

This exclusion does not apply to a revaluation where the Insured has re-inspected the property and undertaken further investigation and analysis of relevant property specific and market changes consistent with usual valuation practice for undertaking revaluations and/or update valuations having regard to the type of property being valued. Provided that this exclusion shall not apply to any assignment, confirmation, reissue or other act completed prior to the inception of this policy.

#### 11.2.4 **General Endorsement - Restricted Assessments**

The Policy will not indemnify the Participating Member for any Claim directly or indirectly related to, based upon or attributable to or in consequence of any Restricted Assessment (kerbside inspection, limited on-site inspection or desktop assessment) unless conducted in strict compliance with API guidelines.

Where:

**'Restricted Assessment'** means an assessment where the scope of work is limited or restricted such that the valuer does not complete a site/physical inspection and procedures in accordance with full valuation practice and provides a qualified opinion in the form of a Restricted Assessment or an Indicative Assessment only as to the value of the asset.

### **Standard 12 - Maintenance of Adequate Insurance**

- 12.1 A Participating Member must not cancel or not renew a PI Policy taken out in compliance with these APIV Insurance Standards ('First Policy'), or allow any cancellation of such PI Policy by the insurer to take effect, unless the Participating Member first arranges a replacement PI Policy which complies with these APIV Insurance Standards ('Second Policy') and ensures that there is continuity of cover between the First Policy and the Second Policy.
- 12.2 Where reasonably available, the PI Policy must 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.



**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

12.3 Where a PI Policy of the type referred to in clause 12.2 is not reasonably available, a Participating Member must arrange and maintain run-off cover for a period 7 years following cessation of the insured professional business. This clause will continue to bind a former Participating Member after they cease to be a Participating Member.

**Standard 13 – Excess-layer insurance**

- 13.1 Where reasonably available, Participating Members should seek to obtain a single PI Policy which complies with the APIV Insurance Standards.
- 13.2 Participating Members may take out an insurance program consisting of two or more PI Policies (being primary and excess-layer policies) which, taken together, comply with the APIV Insurance Standards provided that all policies comply individually with the APIV Insurance Standards otherwise than as to the limit of indemnity and excess.
- 13.3 In the case, of an insurance program consisting of two or more policies (being primary and excess-layer policies), any excess policy(s) should preferably follow the form of the primary insurance.

**Standard 14 – Exemptions and Approvals**

**Exemptions from compliance with Standards**

14.1 The APIV may, in its discretion, grant an exemption to a specific Participating Member, or group of Participating Members, from compliance with one or more of the Standards contained in these APIV Insurance Standards.

**Approval of PI Policy provisions**

14.2 The APIV may, in its discretion, approve a policy provision even though that provision does not or may not strictly comply with a mandatory policy requirement set out in the APIV Insurance Standards where, in the reasonable assessment of the APIV:

- 14.2.1 the provision is not inconsistent with the objectives of the APIV Insurance Standards; and
- 14.2.2 in the absence of such approval, the Standard(s) would operate unfairly and/or cause undue hardship to a Participating Member.

14.3 Where a provision in a PI Policy has been approved by the APIV, the PI Policy shall not be non-compliant with these APIV Insurance Standards by reason only of the fact that it contains that provision.

14.4 The APIV may, in its discretion, approve a particular form of PI Policy wording even though that policy wording does not or may not strictly comply with one or more Standards set out in these APIV Insurance Standards where, in the reasonable assessment of the APIV:

- 14.4.1 the policy wording, considered as a whole, is not inconsistent with the objectives of the APIV Insurance Standards; and

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

14.4.2 in the absence of such approval, the APIV Insurance Standards would operate unfairly and/or cause undue hardship to a Participating Member or group of Participating Members.

14.5 Where a particular form of PI Policy wording has been approved by the APIV, any PI Policy held by a Participating Member, or which a Participating Member has the benefit of, shall not be non-compliant with these APIV Insurance Standards by reason of the fact that it is in that form.

**Limitations on Exemptions and Approvals**

14.6 Notwithstanding clauses 14.1, 14.2 and 14.4, the APIV may not grant an exemption or approval, where the grant of such exemption or approval would have the effect that:

14.6.1 a Participating Member or groups of Participating Members would not be required to comply with; or

14.6.2 a policy held by a Participating Member or group of Participating Members would not comply with;

any of the Standards contained in clauses:

(a) 3.1, 4.1, 4.5.1;

(b) 8.1, 8.2 (in each case other than in respect of former officers, partners or employees);

(c) either 9.1 or 9.2.

**Procedure**

14.7 The discretions referred to in clauses 14.1, 14.2 and 14.4 may be exercised by the APIV:

14.7.1 in the case of clauses 14.1, on application by a Participating Member or of the APIV's own volition;

14.7.2 in the case of clauses 14.2 and 14.4, on application by a Participating Member, an insurer, or of the APIV's own volition;

14.7.2 in respect of a specific Participating Member, group of Participating Members or all Participating Members;

14.7.3 on such conditions as the APIV may impose (including in respect of the provision of material in support of any application).

14.8 In deciding whether or not to exercise the discretions referred to in clauses 14.1, 14.2 and 14.4, the APIV must have regard to:

14.8.1 in the case of clause 14.1, whether the cover required by the particular Standard is available to such Participating Member or Group of Participating Members;

14.8.2 in the case of clause 14.2 and 14.4:

(a) the extent to which the provision or the policy complies with the Standards;

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

- (b) the extent to which the provision or the policy fails to comply with the Standards;
  - (c) whether cover which would fully comply with the Standards is reasonably available to the Participating Member or group of Participating Members or all Participating Members.
- 14.8.3 the objectives of the Professional Standards Legislation, the Scheme and the APIV Insurance Standards;
- 14.8.4 the cost to the Participating Member or group of Participating Members of full compliance with the APIV Insurance Standards;
- 14.8.5 the effect which granting such exemption or approval might have on the rights of users of the Occupational Services of the Participating Member or group of Participating Members;
- 14.8.6 whether any conditions should be placed on any proposed exemption or approval which would mitigate any potential adverse impact of the exemption or approval on:
- (a) the achievement of the objectives of the Professional Standards Legislation, the Scheme and the APIV Insurance Standards
  - (b) the rights of users of the Occupational Services of the Participating Member or group of Participating Members.

**Standard 15 - Miscellaneous**

- 15.1 A Member may rely on advice from a broker or agent of an insurer that the PI Policy complies with the APIV Insurance Standards.

**Definitions**

Relevant definitions for the purposes of the APIV Insurance Standards are as follows:

**"Aggregate Sum Insured"** means the maximum amount specified in a policy of professional indemnity insurance for which an insurer is required to pay by way of indemnification of the insured in respect of all claims in any policy period.

**"API"** means the Australian Property Institute Ltd ACN 608 309 128.

**"APIV"** means the Australian Property Institute Valuers Limited ACN 143 638 975.

**"APIV Insurance Standards"** means the insurance Standards approved by the APIV from time to time as set out in this document. It does not include any Advisory Statement or Permissive Statement set out in this document.

**"Assessed Value"** means an express statement of professional opinion by a person who is or was a Participating Member as to the value of any right, interest or benefit related to the ownership, occupation or use of real property or plant, machinery or equipment. Where a valuation states a

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

range of values, rather than a single value, the Assessed Value shall be deemed to be the mid-point value in such range.

**"Claim"** means the receipt by of a claim for compensation made by a third party against a person who was a Participating Member at the time of the act or omission giving rise to the Occupational Liability, and which must take the form of:

- (a) a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter claim, or third party or similar party notice; or
- (b) any other form of written or verbal notice.

**"Consumer Protection Legislation"** means the *Trade Practices Act 1974* (Cth); 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.

**"Corporate Member"** means a corporation which has been admitted as a Participating Member pursuant to the eligibility criteria prescribed by the APIV Constitution.

**"Date of Commencement"** means the date of commencement of the Scheme.

**"Defence Costs"** means the costs incurred by an insurer, or the reasonable costs incurred by a Participating Member with the insurer's consent, in the investigation, defence, reporting or negotiation for settlement of any Claim, and does not include the costs of the third party that is claiming against the Participating Member.

**"Duration"** means 5 years from the Date of Commencement.

**"Limitation of Liability"** means the amount of the limitation of liability provided for in clause 3.3 of the Scheme Instrument.

**"Maximum Excess"** means the excess outlined in the table at paragraph 5.1.

**"Member"** means a Member of the APIV.

**"Monetary Ceiling"** means the applicable monetary ceiling specified in clause 3.3 of the Scheme Instrument.

**"Occupation"** means the occupation carried out by Participating Members by application of the qualifications, training, skills, practices, disciplines, specialisations, standards, guidelines and experience of Certified Practising Valuers, Certified Practising Valuers (Plant & Machinery) and/or Residential Property Valuers.

**"Occupational Liability"** has the meaning given in Section 4 of the Act.

**"Occupational Services"** means any service provided by a Participating Member acting in the performance of the Occupation and includes the Category 1 Services, the Category 2 Services, the Category 3 Services and the Category 4 Services as defined in the Scheme Instrument.

**Australian Property Institute Valuers Limited (APIV) Insurance Standards  
(for the APIV Professional Standards Scheme)**

---

**“Participating Member”** means a Member to whom the Scheme applies pursuant to clause 2.1 of the Scheme Instrument and who has not been granted an exemption pursuant to clause 2.3 of the Scheme instrument.

**"PI Policy"** means a policy of professional indemnity insurance.

**“Prior APIV Scheme”** has the meaning given to it in clause 4.1.2.

**“Professional Standards Legislation”** has the same meaning as defined in the Scheme Instrument.

**"Scheme"** means the in-force APIV Professional Standards Scheme set out in the document entitled ‘The Australian Property Institute Valuers Limited Professional Standards Scheme’.

**“Scheme Instrument”** means the document entitled ‘The Australian Property Institute Valuers Limited Professional Standards Scheme’.

**“Standards”** means the minimum requirements stated in these APIV Insurance Standards with which Participating Members are required to comply in order to gain the benefit of the Limitation of Liability provided by the Scheme. Standards in these APIV Insurance Standards are designated by the use of the word ‘must’. Standards do not include Advisory Statements (as identified at clause 1.2.2) or Permissive Statements (as identified at clause 1.2.3).

**“Statutory Minimum Sum Insured Requirement”** means the amount of the Sum Insured required by these APIV Insurance Standards as set out at clause 4.1.

**“Sum Insured”** means the maximum amount specified in a PI Policy for which an insurer is required to pay by way of indemnification of the insured. The sum insured may be stated to apply in respect of each claim or series of claims or in respect of all claims in any policy period.

**"the Act"** means the *Professional Standards Act 2003* (Vic).

**“Unauthorised Foreign Insurer”** has the same meaning as in regulation 4 of the *Insurance Regulations 2002* (Cth).

**“Valuation of Real Property”** means any valuation of any right, interest or benefit related to the ownership, occupation or use of real property including land and all things that are a natural part of the land as well as any improvements to the land (but excluding plant, machinery and equipment) expressed as an Assessed Value.