

# Allied Health Liabilities Group Insurance

Policy wording

# Making a Choice That's Right for You

With over 55 years' experience, we understand the needs of professionals and deliver insurance that lives up to the high standards of your profession. With Guild Insurance, you have the confidence of knowing you're with a leading Australian insurer who understands the risks you face.

This policy-booklet details everything you need to know about what's covered under your policy, and any exclusions or limitations that apply.

Please read it carefully and keep it in a safe place with your policy schedule.

## The value of insurance to a practising professional is undeniable

### Welcome to Guild Insurance

Thank you for insuring with Guild Insurance. We are pleased to provide you with your policy documentation.

### Don't trust your livelihood to just any insurer

Established in 1963, Guild Insurance has partnered with Australian professionals for over 55 years. We provide comprehensive insurance solutions tailored to their needs. As a Guild Insurance customer, you are supported by an award winning risk management program and a dedicated team of qualified legal experts. So if the time comes to make a claim, you can enjoy the confidence and peace-of-mind that comes with insuring with one of Australia's leading insurance providers.

### Cover you can rely on

As a professional, you are exposed to a number of risks each day, and worrying about them is the last thing you need. With Guild Insurance you've got peace-of-mind knowing our comprehensive, high-quality insurance is helping to protect your livelihood so you can get on with doing what you do best.

### About Guild Insurance

This Policy is underwritten by Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000. Guild Insurance Limited (hereafter referred to as We, Us or Our) is part of the Guild Group of Companies, a wholly owned subsidiary of the Pharmacy Guild of Australia.

If you need  
assistance at any  
time, please call us  
on **1800 810 213**.

# Making a Claim

**When you need to make a claim remember we're here to help. Contact us 24 hours, 7 days on 1800 810 213.**

## Registering your claim with us

As soon as you experience any loss covered by your policy, or if a claim is made against you by a third party, you need to call our National Claims Office to lodge your claim.

It's important that we know what's happening as soon as possible so that we can help you deal with the situation and manage your claim efficiently. We will immediately offer you support, advice and guidance on what further action to take.

Contact your Association to initiate your claim. Your Association will capture your contact details, and lodge a claim notification with us. We will then contact you to finalise your claim lodgement and immediately offer you support, advice and guidance on what further action to take. You must take all reasonable steps to minimise the loss or liability and to prevent any further problems arising. When you lodge your claim, you will be asked to provide us with the following:

- > details of the incident (when, where, how); and
- > details of the loss or liability and, where possible, an estimate of the cost of the loss.

Where appropriate we may appoint a solicitor.

## What you must do

To protect our mutual interests in defending a claim, you must do the following:

- > **Make sure you comply** with the general conditions and claims conditions of the policy.
- > **Do not admit liability**, no matter what your own views are concerning the incident.
- > **Forward every letter, demand, writ, summons or other legal process** to us as soon as practicable after you receive it.
- > **Pay any applicable excess** that is stated in the schedule or in this policy-booklet in relation to your claim under this policy.

If the person notifying us of a claim is not a person listed as an insured on this policy, they must obtain your written authority before the claim can proceed.

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# Introduction

## Our Commitment to You

We value Our customers and work hard to build strong and lasting relationships.

When dealing with You We will act reasonably, respectfully and fairly towards You, taking into account Your and Our respective interests.

We will do so by:

- > managing Your Policy and any claim You may make courteously, promptly and efficiently;
- > respecting Your entitlement to the full benefit of the Cover provided by Your Policy in respect of any claim;
- > considering any request You might make;
- > deciding whether to give Our consent or to exercise a right, discretion or remedy in respect of Your Policy Cover; and
- > ensuring any conditions we impose are reasonable in the circumstances.

## What Happens if You Disagree with One of Our Decisions or Have a Complaint about Our Service?

Despite Our best intentions, sometimes We get it wrong.

If You want to question one of Our decisions, or if You have a complaint about how We have handled Your Policy or Claim, We want You to tell Us.

Please do not hesitate to contact Us should You have any matter which You feel has not been satisfactorily resolved.

## Complaints and Disputes Resolution

When a complaint or dispute arises Our objective is to resolve any disagreement as amicably and quickly as possible.

If You would like to make a complaint please call Us during office hours and speak to one of Our staff who will assist You.

In those instances where We and You cannot resolve Your complaint to Your satisfaction We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers.

You may request that the matter be referred to Our Dispute Resolution Panel who will endeavour to resolve it through Our internal dispute resolution process. This service is free of cost to You.

You can view Our complaints resolution procedures at [guildinsurance.com.au/dispute-resolution-process](http://guildinsurance.com.au/dispute-resolution-process).

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further We will advise you of any other options including You seeking independent legal advice at Your own expense.

## General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice (the Code).

The objectives of the Code are:

- > to commit us to high standards of service;
- > to promote better, more informed relations between us and you;
- > to maintain and promote trust and confidence in the general insurance industry;
- > to provide fair and effective mechanisms for resolving complaints you make about us; and
- > to promote continuous improvement of the general insurance industry through education and training.

Please contact Us if You would like further information about the Code of Practice. Alternatively, You can view the Code of Practice at [codeofpractice.com.au](http://codeofpractice.com.au).

## Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- > the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- > the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- > the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- > the collection from, and/or disclosure of, Your personal information to a third party which may include Your professional association, Your employer and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your Policy, financial product or a claim under this Policy;

## Introduction (continued)

- > the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- > the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You may access personal information We hold about You by contacting Us.

If You would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at [guildinsurance.com.au/privacy-policy](https://guildinsurance.com.au/privacy-policy).

Alternatively, You can write to Us at Locked Bag 32010 Collins Street East VIC 8003 or contact Us during office hours and We will arrange for a copy of the privacy policy to be provided to You.

# Important Information

The following important information applies to all Sections of this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Us and ask for an explanation.

## Claims Happening Outside of Australia and/or Legal Proceedings in Foreign Courts

This Policy provides Cover in respect of a Claim for any actual or alleged act, error, omission, conduct, Bodily Injury or damage to property happening within the Territorial Limitation stated in the Schedule, provided that any such Claim is brought in a court within the Jurisdiction Limitation stated in the Schedule.

There are very limited circumstances in which We will Cover You in respect of a Claim brought in a court or jurisdiction outside of Australia.

If You are carrying on Your Business or Your Professional Services overseas for any period of time contact Us to ensure You are Covered.

## Commencement of Cover

The Cover provided under this Policy commences on the later of:

- > the date shown in the Schedule; or
- > the date you become an Eligible Member.

## 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, We may reduce the amount We will pay You if You make a claim.

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

## Excess

An Excess may apply to Your claim under this Policy. The amount of any Excess applicable to any Section or part of a Section of this Policy is stated in the Schedule or in this policy-booklet.

We will deduct the amount of any Excess from the amount We pay in relation to any claim under this Policy. The Excess will be deducted from Your claim before the Limit of Liability amount is applied.

## Financial Support for Associations

We may provide financial support to Your Association. Such support may include:

- > sponsorship; and/or
- > marketing assistance.

If You would like to know if Your association has entered into a referral agreement with Us or require further information please contact Us.

## GST – Goods and Services Tax

This Policy has a GST provision in relation to Premiums and to payments We may make in respect of claims under this Policy.

Your Policy contains claims conditions in respect of:

- > GST and claim payments for compensation;
- > GST and claim payments for legal and other costs; and
- > Our limitation for GST payment.

You should read the claims conditions contained in this policy-booklet to make sure You understand both Our and Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy.

## Interests of Other Parties

This Policy will only Cover the insurable interest of the person or entity stated in the Schedule unless otherwise specifically Covered under any Section of this Policy.

## Limits of Liability

Cover under this Policy is limited to the Limits of Liability stated in the Schedule. The Limits of Liability applicable to this Policy represent the full extent of Our maximum liability to You in relation to all claims under this Policy.

# Important Information (continued)

## Limitations of Cover

### Claims Made and Notified Cover

This Policy operates on a 'claims made' basis of Cover.

A 'claims made' basis of Cover means that We only Cover Claims first made against You during the Period of Cover. You must advise Us during the Period of Cover of any Claim first made against You by another party. If You do not notify Us during the Period of Cover You may not be Covered under this Policy.

You should refer to this policy-booklet for the full description of the 'claims made' Cover provided under this Policy.

This Policy **does not** provide Cover in relation to:

- > acts, errors, omissions or conduct occurring or committed by You prior to the Retroactive Date of the Policy Section Cover as stated in the Schedule (if such a date is actually specified in the Schedule);
- > a Claim made after the expiry of the Period of Cover even though the act, error, omission or conduct giving rise to the Claim may have occurred during the Period of Cover;
- > Claims made, threatened or intimated against You prior to the commencement of the Period of Cover;
- > facts or circumstances of which You first became aware prior to the Period of Cover and which You knew or ought reasonably to have known had the potential to give rise to a Claim or other claim Covered under this Policy; or
- > any Claim, fact or circumstance that may give rise to a Claim or Inquiry disclosed or reported to Us or any other insurer under any insurance policy prior to the Period of Cover.

Where You have given notice in writing to Us of any facts or circumstances that might give rise to a Claim against You as soon as reasonably practicable after You become aware of those facts or circumstances but before the expiry of the Period of Cover You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation 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 expiry of the Period of Cover.

Any such rights arise under the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation only. The terms and effect of this Policy are that You are not Covered for Claims made against You after the expiry of the Period of Cover.

## Premiums

The Premium for this Policy is paid by Your Association.

## Waiver of Rights and Our Right to Recovery

### Waiver of Rights

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

Where We do waive Our rights to subrogation that waiver will be stated in any relevant Section of this Policy. You should refer to the Policy wording for those Sections where such a waiver applies.

### Preventing Our Right to Recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any liability which is Covered under this Policy We may not Cover You under this Policy for that liability.

# This Policy

This Policy is a legal contract between Your Association and Us. Your Association pays the Premium and You may access the benefit of cover under this Policy, provided you meet the Eligibility Criteria for an Eligible Member at the time of applying for membership and at the time the claim is made.

This policy-booklet together with the Schedule We provide to Your Association and any Endorsement form this Policy with Us.

The Cover is in force for the Period of Cover stated in the Schedule.

## Our Agreement with You

Access to the cover under this Policy is provided to You if You are an Eligible Member, meeting the Eligibility Criteria specified. Access to the benefit of Cover under the Policy is provided to You solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation.

You have no right to cancel or vary the Policy.

We do not provide You with any notices in relation to this Policy. We only send notices to Your Association who We have a contractual obligation to notify.

You are not obliged to accept any of the benefits of this Policy but if You wish to make a Claim under any section, You will be bound by the terms, conditions, limitations and exclusions set out in the Policy.

Neither We nor Your Association hold the Cover(s) or the benefits provided under the Policy on trust or for Your benefit or on Your behalf.

Your Association does not:

- > act on behalf of Us or You in relation to the Policy; or
- > provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any Cover.

If You are seeking to access the benefit of the Policy, You should consider obtaining advice as to whether it is appropriate for Your needs from a person who is licensed to give such advice.

Nothing prevents You from entering into other arrangements regarding insurance. To confirm if You have access to the Policy please contact Your Association.

## Policy Number

The policy number associated with this Policy can be obtained:

- > by contacting Your Association directly; or
- > from Your certificate of cover

## Certificate of Cover

Your Association may issue Eligible Members with a certificate of cover to confirm Your entitlement to access Cover under this Policy.

## Exclusions, General Conditions, Claims Conditions and Definitions

This Policy has:

- > exclusions;
- > general conditions;
- > claims conditions; and
- > definitions;

that will apply to this Policy.

## Grammatical Forms

A number of the defined words or terms in this Policy have different grammatical forms. The meaning given to them in their definition applies specifically to one of their grammatical forms but their other grammatical forms have a corresponding meaning.

## Headings

This policy-booklet contains headings which are used for reference only and must not be used when interpreting this Policy.

## Singular and Plural Words

In this Policy, a reference to the singular includes the plural and vice versa.

## Termination of Policy

This Policy cannot be cancelled during the Period of Cover.

We or Your Association may choose not to renew this Policy for a subsequent Period of Cover. If this happens Your Association will provide written notification to Eligible Members at least twenty-eight (28) days prior to the expiry of the Period of Cover.

# Section – Professional Indemnity

## What is Covered

We will Cover You for Your civil liability in respect of any Claim as a result of a breach of professional duty by You in the provision of the Professional Services where such Claim is first made against You and notified to Us during the Period of Cover.

The Cover provided includes but is not limited to Your civil liability in respect of any Claim as a result of any of the following in the provision of the Professional Services:

Your actual or alleged unintentional:

- a. defamation, libel or slander;
- b. unlawful discrimination;
- c. breach of Australian Consumer Law under the Competition and Consumer Act 2010 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation, and other legislation enacted for the protection of consumers in any State or Territory;
- d. infringement of any copyright, trademark, registered design or patent;
- e. breach of any duty of confidentiality arising at law; and
- f. breach of any privacy legislation in Australia including the Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation, or of any other applicable legislation in Australia in respect of privacy of personal information.

## Defence Costs

Where We agree to provide Cover to You for a Claim Covered under this Section We will also pay Defence Costs.

## Cover for Others

### Locum Tenens

We will Cover Your Locum Tenens for their civil liability in respect of any Claim as a result of their breach of professional duty:

#### Provided that:

- i. the breach occurs in their provision of Professional Services for or on behalf of You; and
- ii. the Claim is first made against such Locum Tenens and notified to Us during the Period of Cover:

#### Provided further that:

- iii. Cover is provided to the same extent as available to You under this Section and subject to all of the provisions of this Policy.

### Student Practitioners

We will Cover Your Student Practitioners for their civil liability in respect of any Claim as a result of their breach of professional duty:

#### Provided that:

- i. the breach occurs in their provision of Professional Services for or on behalf of You whilst under Your direct supervision and control; and
- ii. the Claim is first made against such Student Practitioner and notified to Us during the Period of Cover:

#### Provided further that:

- iii. Cover is provided to the same extent as available to You under this Section and subject to all of the provisions of this Policy.

### Voluntary Workers

We will Cover Your Voluntary Worker for their civil liability in respect of any Claim as a result of their breach of professional duty:

#### Provided that:

- i. the breach occurs in their provision of Professional Services for or on behalf of You; and
- ii. the Claim is first made against such Voluntary Worker and notified to Us during the Period of Cover:

#### Provided further that:

- iii. Cover is provided to the same extent as available to You under this Section and subject to all of the provisions of this Policy.

## Limit of Liability

Our maximum liability under this Section in respect of:

- a. any one Claim will be limited to the Limit of Liability any one Claim amount stated in the Schedule or where applicable to the sub-limit stated in the Schedule for any specific Cover under this Section; and
- b. all Claims in the aggregate during the Period of Cover will be limited to the Limit of Liability in the aggregate any one Period of Cover amount stated in the Schedule or where applicable to the sub-limit stated in the Schedule for any specific Cover under this Section.

# Section – Professional Indemnity (continued)

The Limit of Liability amount in respect of each of clauses a or b. above **is inclusive of Defence Costs and any amounts payable** under any and all of the additional benefits under this Section or of any other extension of Cover under this Section.

We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with such defence once We have paid an amount equivalent to the Limit of Liability amount in each of clause a. or b. above.

The Limit of Liability amount for each of clause a. or b. above will not be reduced by the Excess amount payable by You.

## Individual Member Limits

Where more than one Eligible Member comprises 'You' under this Section each Eligible Member will be considered as separate and distinct from the other and the word 'You' will apply to each Eligible Member as if a separate Policy had been issued to each Eligible Member:

### Provided that:

nothing in this clause will increase Our Limit of Liability in respect of any one Claim made against any one Eligible Member Covered under this Policy or for all Claims in the aggregate made against one Eligible Member Covered under this Policy during the Period of Cover.

## Multiple Claims

All acts, errors, omissions or conduct which are in any way related to or originate from one source or original cause shall jointly constitute a single act, error, omission or conduct.

Where a single act, error, omission or conduct or causally connected or interrelated acts, errors, omissions or conduct result in more than one Claim or a series of Claims all such Claims shall jointly constitute one Claim and the Limit of Liability any one Claim and one Excess shall apply to that Claim.

## Additional Benefits

We will, subject to all of the provisions of this Policy, Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, the Limit of Liability amount stated in the Schedule.

## Continuous Cover

Notwithstanding exclusion:

> 'Known Circumstances or Known Claims'

We will Cover You, Your Locum Tenens, Student Practitioners and Voluntary Workers for Your or their civil liability in respect of a Claim or Inquiry first made against You or them during the Period of Cover where such Claim or Inquiry arises from a fact or circumstance:

- a. You or they first became aware of prior to the Period of Cover and You or they knew or ought to have reasonably known might give rise to a Claim; and
- b. You or they did not notify Us of such fact or circumstance under the Policy in force with Us at the time when You or they first became aware of such fact or circumstance:

### Provided that:

- i. there is an absence of fraud in Your or their not notifying Us of such fact or circumstance;
- ii. other than the Limit of Liability amount Cover is subject to all of the provisions and Excess of this Section;
- iii. Cover is limited to the Limit of Liability amount of the policy for the period of cover in force at the time when You or they could have first notified Us of such fact or circumstance; and
- iv. We may reduce Our liability under this Section to the extent of any prejudice suffered by Us due to Your or their not notifying Us of such fact or circumstance when You or they first became aware of it.

## Court Attendance Costs

When We agree to Cover You for a Claim under this Section We will also Cover You for any out-of-pocket expenses incurred by You or any amount incurred by You to compensate Your Locum Tenens, Student Practitioners or Voluntary Worker for any out-of-pocket expenses where:

- a. You or they are legally required to attend court as a witness; or
- b. We require Your or their court attendance;

in respect of a Claim.

### Provided that:

- i. You must provide Us with invoices and accounts in support of Your payment of such out-of-pocket expenses incurred as a result of attending court; and
- ii. We will not reimburse You or them for any loss of earnings, salary or other lost remuneration or associated expenses.

# Section – Professional Indemnity (continued)

Our maximum liability under this additional benefit will be limited to an amount not exceeding:

- > \$500 per day for any one Claim;
- > \$250 per day for any one Claim in respect of each Locum Tenens, Student Practitioner or Voluntary Worker; and
- > the Court Attendance Costs sub-limit stated in the Schedule for all Claims in the aggregate during any one Period of Cover.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Data Breach Notification Costs

We will Cover You for Your fees, costs and expenses necessarily and reasonably incurred by You with our prior written consent in relation to the investigation, preparation and collection of information for notification to:

- a. any natural person whose personal information has been collected or processed by or on behalf of You; and/or
- b. any statutory or government body established pursuant to the Privacy Act 1988 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation, or any other laws relating to the regulation and enforcement of data protection and data privacy in any country;

of any actual or suspected loss or unauthorised access to, modification or disclosure of personal information for which You are responsible under any relevant data protection and data privacy law:

### Provided that:

- i. You first become aware of the actual or suspected data breach during the Period of Cover; and
- ii. You first notify Us of the full particulars of such data breach within thirty (30) days from when You first become aware of the data breach and prior to the expiry of the Period of Cover, whichever is the earlier.

Our maximum liability under this additional benefit for any one Claim and in the aggregate for all Claims Covered under this additional benefit during the Period of Cover will be limited to the Data Breach Notification Costs sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Data Breach Fines and Penalties

Notwithstanding exclusion:

- > 'Fines and Penalties or Liquidated, Punitive, Exemplary or Aggravated Damages':

We will Cover You to the extent permitted at law for any pecuniary penalties or compensatory civil penalties imposed on You arising from any legal proceedings for a breach of any Australian data privacy or protection law in Your provision of the Professional Services and where such legal proceedings are first served on You and notified to Us during the Period of Cover:

### Provided that:

the act, error, omission or conduct forming the subject of the legal proceedings and the breach:

- i. occurred on or after the Retroactive Date; and
- ii. did not arise from gross negligence.

Our maximum liability under this additional benefit for any one Claim and in the aggregate for all Claims Covered under this additional benefit during the Period of Cover will be limited to the Data Breach Fines and Penalties sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Fraud and Dishonesty

Notwithstanding exclusion:

- > 'Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts',

We will Cover You, Your Locum Tenens, Student Practitioners and Voluntary Workers for Your or their civil liability in respect of any Claim as a result of any fraudulent, dishonest, criminal or malicious act, error, omission or conduct including Medicare Benefits Fraud in the provision of the Professional Services where the Claim was first made against You or them and notified to Us during the Period of Cover:

### Provided that:

#### We will not Cover:

- i. any of You or them who committed or condoned the act, error, omission or conduct excluded under exclusion 'Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts'; or
- ii. any Claim relating to:
  - > Money or electronic funds or records of electronic funds; or
  - > the unauthorised or illegal transfer of Money, land or other property by any means.

# Section – Professional Indemnity (continued)

## Good Samaritan Acts

We will Cover Your civil liability and the civil liability of Your:

- a. Locum Tenens;
- b. Student Practitioners; and
- c. Voluntary Workers;

in respect of any Claim as a result of Good Samaritan Acts where:

- > such Claim is first made against You or them during the Period of Cover and notified to Us during the Period of Cover; and
- > You or they were not acting under the terms of a contract for service or apprenticeship with another employer, entity or practice at the time of the Good Samaritan Acts.

## Inquiries and Proceedings

We will Cover You for Your Inquiry Legal Costs and the Inquiry Legal Costs of Your:

- a. Locum Tenens;
- b. Student Practitioners; and
- c. Voluntary Workers;

incurred by Us or by You or them with Our prior written consent in Your or their legal representation at any Inquiry:

### Provided that:

- i. notice of the Inquiry is first served on You or them and notified to Us during the Period of Cover; and
- ii. You or they are legally required to respond to and/or attend the Inquiry:

### Provided further that:

**We will not Cover** You or them under this additional benefit for an act, error, omission or conduct arising from Your or their provision of the Professional Services when You or they were unregistered, unauthorised, ineligible, not accredited or disqualified to practise or to provide the Professional Services at the time of such act, error, omission or conduct.

Our maximum liability under this additional benefit for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Inquiries and Proceedings sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Joint Venture Liability

We will Cover You for Your civil liability in respect of any Claim as a result of a breach of professional duty by You in the provision of the Professional Services during Your participation in a joint venture:

### Provided that:

such Claim is first made against You and notified to Us during the Period of Cover:

### Provided further that:

**We will not Cover** any of the other joint venture parties.

## Loss of Documents

We will Cover You, Your Locum Tenens, Student Practitioners and Voluntary Workers for Your or their civil liability in respect of any Claim for the loss of or damage to Business Documents not owned by You or them but which are in Your or their custody or control in the ordinary course of Your Professional Services and for which Business Documents You or they are legally responsible:

### Provided that:

- i. the loss or damage occurred and was first discovered by You or them during the Period of Cover;
- ii. You or they notified Us within thirty (30) days from first discovery of the loss of or damage to such Business Documents and prior to the expiry of the Period of Cover;
- iii. You or they must provide Us with invoices and accounts in support of the costs and expenses incurred by You or them in replacing or restoring such Business Documents for Our consideration and approval; and
- iv. any Business Document held in electronic format is duplicated via daily back-up of material capable of restoring any lost or damaged document to its original status:

### Provided further that:

**We will not Cover** You or them for:

- v. loss of or damage to Business Documents arising from computer virus or the theft, corruption or erasure of any data by a former Insured;
- vi. loss of or damage to Business Documents brought about by wear and tear, vermin, mould or mildew or any other gradual deterioration; or
- vii. Consequential Loss of any kind.

Our maximum liability under this additional benefit for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Loss of Documents sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Prior Business

Where specifically stated in the Schedule as Covered under this Section:

# Section – Professional Indemnity (continued)

We will Cover You for Your civil liability in respect of any Claim as a result of a breach of professional duty by You in the provision of professional services in a prior professional practice:

**Provided that:**

- i. these professional services are the same as the Professional Services stated in the Schedule; and
- ii. such Claim is first made against You and notified to Us during the Period of Cover.

## Public Relations Costs

We will Cover You for Your Public Relations Costs necessarily and reasonably incurred by You for the sole purpose of protecting or restoring the professional reputation of the Insured stated in the Schedule and which has been impaired as a direct result of a Claim Covered under this Section:

**Provided that:**

- i. You first became aware of the actual damage to the Insured's professional reputation as a result of such Claim during the Period of Cover; and
- ii. You first notify Us of the full particulars of such damage to the Insured's professional reputation within thirty (30) days from when You first became aware of the damage and prior to the expiry of the Period of Cover, whichever is the earlier.

Our maximum liability under this additional benefit for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Public Relations Costs sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Reinstatement of Limit of Liability

Where the Limit of Liability amount is exhausted partially or totally by the payment of a Claim or Claims Covered under this Section We will reinstate the Limit of Liability amount up to the maximum aggregate Limit of Liability for Section – Professional Indemnity during the Period of Cover to Cover You for any subsequent Claim or Claims Covered under this Section:

**Provided that:**

- i. We will only reinstate the Limit of Liability amount for any such subsequent Claim or Claims arising from acts, errors, omissions or conduct unrelated to any Claim or Claims already Covered (whether in whole or in part) within the original Limit of Liability amount;
- ii. Our aggregate liability for all Claims Covered under Section – Professional Indemnity will not exceed the Limit of Liability in the Aggregate;

- iii. notwithstanding the aggregate Limit of Liability amount available Our maximum liability in respect of any one Claim or Claims arising from the same or interrelated acts, errors, omissions or conduct will be limited to an amount not exceeding the Limit of Liability amount for Section – Professional Indemnity inclusive of any additional benefits or other amounts Covered and Defence Costs; and
- iv. this additional benefit will not apply to the extent that there is other insurance cover available to You in excess of the original Limit of Liability amount under this Section.

## Run-off Cover

We will Cover You if, during the Period of Cover You:

- a. permanently retire from the provision of the Professional Services; or
- b. permanently cease to provide the Professional Services;

for Claims first made against You or a notice of an Inquiry first served on You and notified to Us on or after the happening of any of the matters listed in clauses a. and b. above:

**Provided that:**

- i. such Claim or Inquiry arises out of an act, error, omission or conduct which occurred prior to the date of the happening of any of the matters listed in clauses a. and b. above but on or after the Retroactive Date; and

**Provided further that:**

all Cover under this additional benefit shall cease if:

- ii. You cease retirement;
- iii. You resume Your conduct of any of the Professional Services; or
- iv. another policy of insurance is arranged to insure any liability arising from the retirement, permanent cessation of the Professional Services, merger, takeover, sale or winding-up.

## Spousal Liability

We will Cover Your lawful spouse or domestic partner for their civil liability in respect of a Claim as a result of a breach of professional duty by You in the provision of the Professional Services and otherwise Covered under this Section:

**Provided that:**

**We will only Cover** the lawful spouse or domestic partner for a Claim which:

- i. is made against the lawful spouse or domestic partner for the sole reason that he or she is Your lawful spouse or domestic partner; and

# Section – Professional Indemnity (continued)

- ii. relates to property jointly held by You and Your lawful spouse or domestic partner or transferred legitimately between You and Your lawful spouse or domestic partner, and which the claimant seeks as recovery for Claims made against You.

## Statutory liability

Notwithstanding exclusions:

- > 'Employer's Liability';
- > 'Fines and Penalties or Liquidated, Punitive, Exemplary or Aggravated Damages'; and
- > 'Pollution and/or Contamination':

We will Cover You to the extent permitted at law for any pecuniary penalties or compensatory civil penalties imposed on You arising from any legal proceedings for a breach of any Australian law in Your provision of the Professional Services and where such legal proceedings are first served on You and notified to Us during the Period of Cover:

### Provided that:

the act, error, omission or conduct forming the subject of the legal proceedings and the breach:

- i. occurred on or after the Retroactive Date;
- ii. did not arise from gross negligence; and
- iii. is not Covered under any other section of this Policy.

Our maximum liability under this additional benefit for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Statutory Liability sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Teaching, Publications, Expert Opinion Reports

We will Cover You for Your civil liability in respect of any Claim as a result of a breach of professional duty by You in the provision of any lecturing, teaching or training services by You including the provision of any expert opinion reports, articles or other publications written by You, directly relating to Your Professional Services:

### Provided that:

- i. such Claim is first made against You and notified to Us during the Period of Cover; and
- ii. **We will not Cover** any teaching or training institution or the publisher of any article or publication written by You.

## Therapy Animals

We will Cover You for Your civil liability in respect of a Claim as a result of a breach of professional duty in the provision of the Professional Services arising from the use of any therapy animal:

### Provided that:

We will not be liable for any Claim arising from:

- i. the use of any therapy animal during any surgical procedure;
- ii. the use of any therapy animal in any sterile facility;
- iii. the use of any therapy animal which has not been appropriately trained specifically for that purpose;
- iv. the use of any therapy animal where You have not taken all reasonable precautions to prevent Bodily Injury or Property Damage; or
- v. injury to or illness in any therapy animal.

## Therapy and Counselling Expenses

We will Cover You for any gap payment incurred by You with Our prior written consent for therapy and counselling services in relation to mental health services for an assessed mental condition pursuant to a practitioner referral under the Medicare Benefits Schedule (Better Access) Initiative, as a result of an Inquiry occurring during the Period of Cover:

### Provided that:

- i. We will not make any payments under this additional benefit for any person who is entitled to such counselling services under any workers' compensation legislation or scheme;
- ii. We will not make any payments under this additional benefit for any person who is entitled to such counselling services under any other policy of insurance;
- iii. We will not make any payments under this additional benefit where We have not agreed to Cover Your relevant Inquiry Legal Costs; and
- iv. **We will not Cover** You for payments in relation to any known or pre-existing mental conditions.

Our maximum liability under this additional benefit for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Therapy and Counselling Expenses sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

# Section – Professional Indemnity (continued)

## Trauma Counselling

We will Cover You for the expenses incurred by You for counselling services in relation to physical injury or nervous shock or other mental distress as a result of a Trauma Incident occurring during the Period of Cover:

**Provided that:**

- i. We will not make any payments under this additional benefit for any person who is entitled to such counselling services under any workers' compensation legislation or scheme;
- ii. We will not make any payments under this additional benefit for any person who is entitled to such counselling services under any other policy of insurance; and
- iii. **We will not Cover** the perpetrator of the Trauma Incident for any expense.

For the purpose of this additional benefit 'Trauma Incident' means actual or threatened violence or physical harm as a result of the provision of Good Samaritan Acts.

Our maximum liability under this additional benefit for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Trauma Counselling sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

## Vicarious Liability for Medical Practitioners

We will Cover You for Your civil liability in respect of a Claim as a result of Your vicarious liability in respect of an act, error, omission or conduct of a Medical Practitioner providing Professional Services for You or on Your behalf and where such Claim is first made against You and notified to Us during the Period of Cover:

**Provided that:**

You take all reasonable endeavours to ensure that all Medical Practitioners are covered under their own medical malpractice insurance for any Professional Services performed for You or on Your behalf:

**Provided further that:**

**We will not Cover** You under this additional benefit for any Claim for the Medical Practitioner's own liability in respect of a Claim.

## Vicarious Liability for Students, Consultants, Agents and Contractors

We will Cover You for Your civil liability in respect of a Claim as a result of Your vicarious liability for the acts, errors, omissions or conduct of Your:

- a. Locum Tenens;
- b. Student Practitioners;
- c. Voluntary Workers;
- d. agents;
- e. consultants; or
- f. contractors:

**Provided that:**

- i. the act, error, omission or conduct occurs in the provision of Professional Services they are providing for or on behalf of You; and
- ii. the Claim is first made against You and notified to Us during the Period of Cover:

**Provided further that:**

**We will not Cover** any Locum Tenens, Student Practitioner, Voluntary Worker, agent, consultant or contractor under this additional benefit for their own liability in respect of a Claim.

# Section – Public and Products Liability (claims made)

## What is Covered

### Public Liability

We will Cover You for Your civil liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability where such Claim is first made against You and notified to Us during the Period of Cover as a result of an Occurrence happening in connection with Your Business:

#### Provided that:

**We will not Cover** You under Public Liability for any Bodily Injury, Property Damage or Advertising Liability as a result of an Occurrence happening in connection with Your Products other than food or beverages sold or supplied by You to Voluntary Workers or visitors for consumption at Your Business premises.

### Products Liability

We will Cover You for Your civil liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability where such Claim is first made against You and notified to Us during the Period of Cover as a result of an Occurrence happening in connection with the nature, condition or quality of Your Products:

#### Provided that:

**We will not Cover** You under Public Liability for any Bodily Injury, Property Damage or Advertising Liability as a result of an Occurrence happening in connection with Your Products other than food or beverages sold or supplied by You to Voluntary Workers or visitors for consumption at Your Business premises.

### Defence Costs

Where We agree to provide Cover to You for a Claim Covered under either Public Liability or Products Liability We will also pay Defence Costs.

### Cover for Others

#### Locum Tenens

We will Cover Your Locum Tenens for their civil liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability as a result of an Occurrence:

#### Provided that:

- i. the Occurrence happened in connection with Your Business; and
- ii. the Claim is first made against such Locum Tenens and notified to Us during the Period of Cover:

#### Provided further that:

- iii. Cover is provided to the same extent as available to You under this Section and subject to all of the provisions of this Policy.

#### Student Practitioners

We will Cover Your Student Practitioners for their civil liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability as a result of an Occurrence:

#### Provided that:

- i. the Occurrence happened in connection with Your Business; and
- ii. the Claim is first made against such Student Practitioner and notified to Us during the Period of Cover:

#### Provided further that:

- iii. Cover is provided to the same extent as available to You under this Section and subject to all of the provisions of this Policy.

#### Voluntary Workers

We will Cover Your Voluntary Worker for their civil liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability:

#### Provided that:

- i. the Occurrence happened in connection with Your Business; and
- ii. the Claim is first made against such Voluntary Worker and notified to Us during the Period of Cover:

#### Provided further that:

- iii. Cover is provided to the same extent as available to You under this Section and subject to all of the provisions of this Policy.

### Limit of Liability

#### Public Liability

Our maximum liability under this Section for Public Liability in respect of:

- a. any one Claim will be limited to the Public Liability Limit of Liability any one Claim amount stated in the Schedule or where applicable to the sub-limit stated in the Schedule for any specific Cover under this Section; and

# Section – Public and Products Liability (continued)

- b. all Claims in the aggregate during the Period of Cover will be limited to the Public Liability Limit of Liability in the aggregate any one Period of Cover amount stated in the Schedule or where applicable to the sub-limit stated in the Schedule for any specific Cover under this Section.

The Limit of Liability amount in respect of each of clause a. or b. above **is inclusive of Defence Costs and any amounts payable** under any and all of the additional benefits under this Section or of any other extension of Cover:

**Provided that:**

- i. We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with such defence once We have paid an amount equivalent to the Limit of Liability amount in each of clause a. or b. above; and
- ii. the Limit of Liability amount for each of clause a. or b. above will not be reduced by the Excess amount payable by You.

## Products Liability

Our maximum liability under this Section for Products Liability in respect of:

- a. any one Claim will be limited to the Products Liability Limit of Liability any one Claim amount stated in the Schedule or where applicable to the sub-limit stated in the Schedule for any specific Cover under this Section; and
- b. all Claims in the aggregate during the Period of Cover will be limited to the Products Liability Limit of Liability in the aggregate any one Period of Cover amount stated in the Schedule or where applicable to the sub-limit stated in the Schedule for any specific Cover under this Section.

The Limit of Liability amount in respect of each of clause a. or b. above **is inclusive of Defence Costs and any amounts payable** under any and all of the additional benefits under this Section or of any other extension of Cover:

**Provided that:**

- i. We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with such defence once We have paid an amount equivalent to the Limit of Liability amount; and
- ii. the Limit of Liability amount for each of clause a. or b. above will not be reduced by the Excess amount payable by You.

## Individual Member Limits

Where more than one Eligible Member comprises 'You' under this Section each Eligible Member will be considered as separate and distinct from the other and the word 'You' will apply to each Eligible Member as if a separate Policy had been issued to each Eligible Member, provided that nothing in this clause will increase Our Limit of Liability in respect of any one Claim made against any one Eligible Member Covered under this Policy or for all Claims in the aggregate made against one Eligible Member Covered under this Policy during the Period of Cover.

## Multiple Claims

Where in respect of each of:

- > Public Liability; or
- > Products Liability;

a single Occurrence results in more than one Claim or a series of Claims against You all such Claims shall jointly constitute one Claim and one Limit of Liability and one Excess shall apply.

## Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Our liability will be limited to the amount stated in the relevant additional benefit or, if no amount is stated, the Limit of Liability amount stated in the Schedule.

## Conferences, Training, Teaching

We will Cover You for Your civil liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability as a result of an Occurrence happening in connection with Your attendance at any professional conference, training or teaching facility during the course of Your Business:

**Provided that:**

such Claim is first made against You and notified to Us during the Period of Cover.

## Continuous Cover

Notwithstanding exclusion 'Known Circumstances or Known Claims' We will Cover You, Your Locum Tenens, Student Practitioners and Voluntary Workers for Your or their civil liability in respect of a Claim first made against You or them during the Period of Cover where such Claim arises from an Occurrence:

# Section – Public and Products Liability (continued)

- a. You or they first became aware of prior to the Period of Cover and You or they knew or ought to have reasonably known might give rise to a Claim; and
- b. You or they did not notify Us of such Occurrence under the policy in force with Us at the time when You or they first became aware of such Occurrence:

**Provided that:**

- i. there is an absence of fraud in Your or their not notifying Us of such Occurrence;
- ii. other than the Limit of Liability amount Cover is subject to all of the provisions and Excess of this Section;
- iii. Cover is limited to the Limit of Liability amount of the policy for the Period of Cover in force at the time when You or they could have first notified Us of such Occurrence; and
- iv. We may reduce Our liability under this Section to the extent of any prejudice suffered by Us due to Your or their not notifying Us of such Occurrence when You or they first became aware of the Occurrence.

## Cross Liabilities

Where more than one legal entity or natural person comprises You under this Section each entity or natural person will be considered as separate and distinct from each other and the word 'You' will apply to each entity and each natural person as if a separate Policy had been issued to each entity or natural person:

**Provided that:**

nothing in this clause will increase Our Limit of Liability in respect of any one Claim or for all Claims in the aggregate made during the Period of Cover.

## Reinstatement of Limit of Liability

### Public Liability

Where the Limit of Liability is exhausted partially or totally by the payment of a Claim or Claims Covered under this Section in respect of Public Liability We will reinstate the Limit of Liability amount up to the maximum aggregate Limit of Liability for Public Liability during the Period of Cover to Cover You for any subsequent Claim or Claims Covered under Public Liability:

**Provided that:**

- i. We will only reinstate the Limit of Liability amount for any such subsequent Claim or Claims arising from any Occurrence unrelated to any Claim or Claims already Covered (whether in whole or in part) within the original Limit of Liability amount;

- ii. notwithstanding the aggregate Limit of Liability available Our maximum liability in respect of any one Claim or in the aggregate for all Claims arising from the same or interrelated Occurrence will be limited to an amount not exceeding the Limit of Liability amount for Public Liability inclusive of any additional benefits or other amounts Covered and Defence Costs;
- iii. Our aggregate liability for all Claims Covered under Public Liability will not exceed the Limit of Liability amount for Limit of Liability in the Aggregate any one Period of Cover; and
- iv. this additional benefit will not apply to the extent that there is other insurance cover available to You in excess of the original Limit of Liability amount of this Section.

### Products Liability

There is no reinstatement of the original Limit of Liability available for any Claim Covered under this Section in respect of Products Liability.

## Run-off Cover

We will Cover You if, during the Period of Cover, You permanently retire, for Claims Covered under Public Liability or Products Liability which are first made against You and notified to Us on or after Your permanent retirement:

**Provided that:**

- i. such Claim arises out of an Occurrence happening prior to the date of Your permanent retirement but on or after the Retroactive Date:

**Provided further that:**

all Cover under this additional benefit shall cease immediately if:

- ii. You cease retirement; or
- iii. another policy of insurance is arranged to cover any liability arising from the retirement, permanent cessation of the Business, merger, takeover, sale or winding-up.

## Therapy Animals

We will Cover You for Your civil liability in respect of a Claim for Bodily Injury or Property Damage as a result of an Occurrence happening in connection with the use of any therapy animal in connection with Your Business:

**Provided that:**

We will not be liable for any Claim arising from:

- i. the use of any therapy animal during any surgical procedure;
- ii. the use of any therapy animal in any sterile facility;
- iii. the use of any therapy animal which has not been appropriately trained specifically for that purpose;

# Section – Public and Products Liability (continued)

- iv. the use of any therapy animal where You have not taken all reasonable precautions to prevent bodily injury or property damage; or
- v. injury to or illness in any therapy animal.

## Vicarious Liability for Students, Consultants, Agents and Contractors

We will Cover You for Your civil liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability which arises from Your vicarious liability for the conduct of Your:

- a. Locum Tenens;
- b. Student Practitioners;
- c. Voluntary Workers;
- d. agents;
- e. consultants; or
- f. contractors:

### Provided that:

- i. the Occurrence happens in connection with Your Business; and
- ii. the Claim is first made against You and notified to Us during the Period of Cover:

### Provided further that:

**We will not Cover** any Locum Tenens, Student Practitioner, Voluntary Worker, agent, consultant or contractor under this additional benefit for their own liability in respect of a Claim.

# Exclusions

The following exclusions apply to this Policy. Please read them carefully.

This Policy does not Cover and We will not be liable for any claim under this Policy for, directly or indirectly arising out of or in any way connected with:

## Advertising Liability

Advertising Liability arising from:

- a. statements made by You or at Your direction with knowledge that such statements are incorrect, false, misleading or deceptive;
- b. breach of contract other than inadvertent misappropriation of advertising ideas;
- c. infringement of a trademark, service mark or trade name on any of Your Products, goods or services sold, offered for sale or advertised:  
**but does not include** infringement of titles or slogans;
- d. a failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- e. any incorrect description of the price of Your Products, goods or services; or
- f. Your advertising, publishing, broadcasting or telecasting activities where Your Business is that of advertising, publishing, broadcasting or telecasting.

## Aircraft

- a. Your ownership, maintenance, service, operation, use or legal control of an Aircraft or Aircraft landing area; or
- b. any of Your Products that are used or incorporated in or connected with Aircraft or which You could be reasonably expected to know are or would be incorporated or used in Aircraft.

Aircraft landing area includes any land, building or structure in an area where Aircraft take off or land or are housed, maintained, operated or refuelled.

## Asbestos

the existence or presence of asbestos in whatever form or quantity:

**Provided that:**

this exclusion will not apply to any claim under this Policy arising from Professional Services provided to persons affected by any asbestos-related disease.

## Bankruptcy, Insolvency or Business Sold

Your Business or You or any other person or party entitled to Cover under this Policy or Your consultants, contractors or agents being placed into bankruptcy, receivership, liquidation or administration or becoming insolvent or wound-up.

## Computer, Electronic Equipment, Electronic Data and/or Software

in respect of the Cover provided under Section – Public and Products Liability:

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
- b. error in creating, amending, entering, deleting or using Electronic Data; or
- c. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;

from any cause whatsoever regardless of any other contributing cause or event contributing concurrently or in any other sequence:

**Provided that:**

- i. this exclusion shall not apply to Claims for Bodily Injury or Property Damage caused by or arising out of the ownership, possession, operation, control or use by You of Electronic Data; and
- ii. such Claims do not arise out of or are in any way connected with any of Your Products:

**Provided further that:**

**We will not Cover** You for the costs of restoration, repair, recovery, reconfiguration or loss of Electronic Data.

## Contract Works

any alteration, renovation or addition work to or of any buildings or structure by You or on Your behalf where the total contract price or estimated commercial value of such works exceeds \$500,000.

## Contractual Liability

liability assumed:

- a. under any contract, warranty, guarantee, indemnity or agreement unless such liability would have attached to You regardless of the existence of the contract, warranty, guarantee, indemnity or agreement; and/or
- b. which is outside the normal course of Your Professional Services or conduct of Your Business:

**Provided that:**

this exclusion will not apply when such liability:

- i. is assumed under any statutory guarantee of fitness or quality regarding Your Products as required by any legislation in Australia in respect of product safety;
- ii. has been specifically agreed to by Us and stated in the Schedule; or

# Exclusions (continued)

- iii. in respect of the Cover provided under Section – Public and Products Liability, in respect of Public Liability Cover only, is assumed under any Incidental Contract.

## Defamation, Libel, Slander

in respect of the Cover provided under Section – Public and Products Liability:

the publication or utterance of a libellous, slanderous or defamatory remark:

- a. made prior to the Period of Cover;
- b. made by You or at Your direction and/or with knowledge of its falsity; or
- c. related to advertising, broadcasting, publishing, telecasting activities or on-line social media activities conducted by You or on Your behalf.

## Directors and Officers

in respect of the Cover provided under Section – Professional Indemnity:

Your acting in the capacity of a director or officer of any legal entity, corporation or other incorporated body.

## Employer's Liability

- a. Bodily Injury to any Employee arising out of or sustained in the course of their employment with You;
- b. Bodily Injury to any individual who is deemed to be Your Employee pursuant to any workers' compensation legislation or similar law or who is deemed to be Your Employee at common law;
- c. Bodily Injury to an Employee for which You are indemnified or entitled to be indemnified under any policy of insurance or self-insurance licence arrangement required to be taken out pursuant to any workers' compensation legislation or accident compensation legislation, whether or not You are a party to such policy;
- d. liability imposed by the provisions of any workers' compensation legislation;
- e. liability imposed by the provisions of any industrial award, agreement or determination; or
- f. property or Money belonging to or in the physical or legal control of any Employee.

## Employment Practices Liability

any wrongful or unfair dismissal, discrimination, harassment of any kind, misleading or deceptive representation, mis-statement, denial of natural justice, defamation, demotion or failure to promote or hire relating to or in respect of:

- a. the employment; or
  - b. the prospective employment;
- of any person by You.

## Error in Design

in respect of the Cover provided under Section – Public and Products Liability:

an error or omission in design, plan or specifications or failure of design in Your Products.

## Experiments or Testing

the participation in any clinical trial or clinical research.

## Failure to Take Reasonable Precautions

failure to take all reasonable precautions for the maintenance and protection of the Business property.

## Faulty Workmanship

the cost of performing, re-performing, correcting, improving, rectifying or completing any work undertaken by You or on Your behalf.

## Fines and Penalties or Liquidated, Punitive, Exemplary or Aggravated Damages

- a. fines and/or penalties;
- b. liquidated damages, punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages; or
- c. non-compensatory damages or taxes;

other than as specifically Covered under additional benefit 'Statutory Liability' under Section - Professional Indemnity.

## Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts

any actual or alleged:

- a. dishonest, fraudulent, criminal or malicious act or conduct;
- b. wilful act or intentional conduct intended to cause loss, damage, harm or liability or committed with a reckless disregard for the consequences thereof; or
- c. wilful or intentional breach of any regulation, statute or other law, contract or duty;

committed by You or any person acting with Your knowledge, consent or connivance.

# Exclusions (continued)

## Hovercraft

- a. Your ownership, maintenance, service, operation, use or legal control of a Hovercraft or Hovercraft landing area; or
- b. any of Your Products that are used or incorporated in or connected with Hovercraft or which You could be reasonably expected to know are or would be incorporated or used in Hovercraft.

Hovercraft landing area includes any land, building or structure in an area where Hovercraft take off or land or are housed, maintained, operated or refuelled.

## Infectious and/or Transmissible Diseases

- a. Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or variant Creutzfeldt-Jakob Disease (vCJD); or
- b. the existence or suspected existence of any infectious or transmissible disease where an infectious or transmissible disease is defined or described as:
  - > any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
  - > Cholera;
  - > Highly Pathogenic Avian Influenza in humans;
  - > Rabies;
  - > any other disease listed as a human disease under the Biosecurity Act 2015 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation; or
  - > any mutation of a disease stated above, or of a disease referred to in such legislation;

irrespective of whether the infectious or transmissible disease was discovered on Your Business premises or elsewhere:

### Provided that:

this exclusion shall not apply where You or others acting on Your behalf have complied with all relevant published professional and/or government protocols and standards for the treatment of patients with conditions referred to in clauses a. and b. above.

## Intoxicants or Drugs

any act, error, omission or conduct by You, Locum Tenens or Voluntary Worker acting on Your behalf while under the influence of alcohol or intoxicants or drugs:

### Provided that:

this exclusion shall not apply where there was no knowledge or reasonable suspicion by You in the circumstances of such intoxication or drug use by any other of You, Locum Tenens or Voluntary Worker.

## Jurisdiction and Territorial Limits

- a. any civil liability resulting from the provision of the Professional Services outside of the Territorial Limitation stated in the Schedule; or
- b. any Claim, action or matter:
  - > brought in a court outside of the Jurisdiction Limitation stated in the Schedule;
  - > brought in any court to enforce a judgment handed down by a court outside of the Jurisdiction Limitation stated in the Schedule;
  - > where You have agreed to submit to the legal jurisdiction of a court outside of the Jurisdiction Limitation stated in the Schedule; or
  - > which We are prohibited from paying by law in the jurisdiction concerned.

### Provided that:

clause a. shall not apply in respect of:

- i. additional benefit 'Good Samaritan Acts' as Covered under Section – Professional Indemnity; or
- ii. Your attendance at any conference, training or teaching facility as Covered under additional benefit 'Conferences, Training, Teaching' under Section – Public and Products Liability:

### Provided further that:

with respect to Voluntary Workers, clause b. is deleted in its entirety and replaced as follows:

- b. any Claim, action or matter:
  - > brought in a court within the United States of America, the Dominion of Canada, or their territories or protectorates;
  - > brought in any court to enforce a judgment handed down by a court within the United States of America, the Dominion of Canada, or their territories or protectorates;
  - > where You have agreed to submit to the legal jurisdiction of a court within the United States of America, the Dominion of Canada, or their territories or protectorates; or
  - > which we are prohibited from paying by law in the jurisdiction concerned.

For the purposes of this exclusion Voluntary Worker includes:

- > any person engaged by You to perform Voluntary Work on Your behalf outside of Australia for a period of no more than thirty (30) days during the Period of Cover; and
- > where You are not prevented by local law from performing such Voluntary Work.

# Exclusions (continued)

## Known Circumstances or Known Claims

any Known Circumstance and/or Known Claim.

## Loss of Use

in respect of the Cover provided under Section – Public and Products Liability:

loss of use of real or tangible property that has not been physically damaged, destroyed or lost as a result of:

- a. a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- b. the failure of Your Products to meet the level of performance, quality, fitness or durability warranted or represented by You:

### Provided that:

clause b. of this exclusion will not apply to loss of use of other real or tangible property not being Your Products resulting from sudden and accidental physical loss, destruction of or damage to any of Your Products after Your Products have been put to use by any person or organisation other than You.

## Manufacturing Activities

any Bodily Injury, Property Damage or Advertising Liability directly or indirectly related to any of Your Products or goods manufactured or wholesaled by You other than where prepared by You for sale, supply or distribution in the normal course of Your Business.

## Medical Practitioners

any act, error, omission or conduct of any Medical Practitioner other than as specifically Covered under additional benefit 'Vicarious Liability for Medical Practitioners' under Section – Professional Indemnity.

## Nuclear Material

- a. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties or contaminating properties of any nuclear installation, react or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- e. nuclear weapons material:

### Provided that:

this exclusion will not apply to any claim under this Policy arising from:

- i. the use of radioisotopes when used away from the place where such are made or produced and used solely for the purpose of medical, industrial or scientific services in the conduct of Your Business or Professional Services; or
- ii. services provided to persons suffering any Nuclear contamination.

## Occupier's and Owner's Liability

in respect of the Cover provided under Section – Professional Indemnity:

Your occupation, ownership, lease or management of any land, building, structure or other real or tangible property.

## Pollution and/or Contamination

- a. the actual or threatened discharge, dispersal, release, seepage, migration or escape of any Pollutant or harmful substance into or upon any property, land, watercourse, body of water or the atmosphere;
- b. costs and expenses incurred in the prevention, removal, nullifying or clean-up of contamination or pollution or harmful substance caused by Pollutants into or upon any property, land, watercourse, body of water or the atmosphere; or
- c. the actual or threatened discharge, dispersal, release, seepage, migration or escape of any contamination, Pollutant or harmful substance occurring in the United States of America, Canada or any other territory coming within or subject to the jurisdiction of the courts of the United States of America or Canada:

### Provided that:

in respect of the Cover provided under Section – Public and Products Liability:

- i. clauses a. and b. above shall not apply where the discharge, dispersal, release or escape of any contamination, pollution or harmful substance was sudden, identifiable, unexpected and unintended and took place in its entirety at a specific time and place; and
- ii. in such circumstances Our total aggregate liability for any one Claim and all Claims Covered under this Policy in connection with Pollutants or harmful substances shall not exceed the Limit of Liability amount stated in the Schedule for Public Liability or the Limit of Liability amount stated in the Schedule for Products Liability.  
**We will not Cover** You for more than one Limit of Liability for all such Claims.

# Exclusions (continued)

## Product Defect

damage to Your Products if the damage arises from:

- a. any defect contained within Your Products;
- b. Your Products' harmful nature or unsuitability for intended purpose; or
- c. Your Products' inherent ineffectiveness:

### Provided that:

this exclusion shall not apply to any resultant damage to third party goods caused by Your Products that are found to be defective, harmful, unsuitable or ineffective.

## Product Recall

any recall, including but not limited to the withdrawal, inspection, repair, replacement, adjustment, removal, disposal or loss of use of:

- a. any goods or products manufactured, sold, supplied or distributed by You; or
- b. any of Your Products or any other property of which Your Products form a part if Your Products are recalled or withdrawn from the market or from use because of any known or suspected defect or deficiency in Your Products.

## Products

in respect of the Cover provided under Section – Professional Indemnity:

the manufacture, preparation, modification, repair, sale or supply, maintenance, wholesale, distribution or treatment by You of any goods or products other than where such Claim arises directly from a breach of professional duty in the provision of products by You or advice provided by You in relation to any goods or products sold or supplied by You in the course of Your conduct of the Professional Services.

## Professional Liability

in respect of the Cover provided under Section – Public and Products Liability:

the rendering of or failure to render professional advice or services or any act, error, omission or conduct connected with such professional advice or service by You.

## Professional Registration Breach

in respect of the Cover provided under Section – Professional Indemnity:

any Professional Services provided by You at a time:

- a. when You were not registered to practise the Professional Services and such registration is required under any legislation in Australia; or
- b. when You were not permitted to provide such Professional Services under the terms, conditions, undertakings or limitations of Your professional registration.

## Property in Care, Custody or Control

any damage to property owned by, leased or rented to You or property in Your physical or legal control:

### Provided that:

in respect of the Cover provided under Section – Public and Products Liability this exclusion will not apply to:

- i. premises leased or rented by You for the carrying on of Your Business;
- ii. premises not owned, leased or rented by You but temporarily occupied by You for the purpose of carrying out work in connection with Your Business;
- iii. property temporarily in Your possession for the purpose of being worked upon however **We will not Cover** You for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work;
- iv. property belonging to Your directors, partners, proprietors, Employees, Voluntary Workers or visitors;
- v. any Vehicle, or the contents thereof, not belonging to You, leased or hired by You or on loan or rented to You or used by You or on Your behalf or in Your custody or control while within a car park owned or operated by You for the purpose of parking;

### but excluding:

any Vehicle or its contents in any part of a car park owned or operated by You or Your Business for fee or reward; or

- vi. any other property, being property not described in clauses i. to v. above, not owned, leased or rented by You but in Your temporary physical or legal control.

Our total liability payable for any one Claim and in the aggregate for all Claims during any one Period of Cover in respect of the Cover provided under clause vi. above will not exceed the amount stated in the Schedule for Care, Custody or Control.

# Exclusions (continued)

## Railways, Tramways and Trolleybuses

the construction and/or operation and/or ownership and/or structural maintenance of railways, tramways or trolleybuses:

### Provided that:

in respect of the Cover provided under Section – Public and Products Liability:

this exclusion will not apply where rail loops, spurs or sidings are owned or operated by You in connection with Your Business for the sole purpose of loading or unloading of Your Business stock, goods or Your Products.

## Related Entities

in respect of the Cover provided under Section – Professional Indemnity:

Claims made against You by or on behalf of:

- a. any other one of You or any other legal entity Covered under this Section;
- b. any Subsidiary Company or parent company of Yours;
- c. any joint venture partner of Yours; or
- d. any entity operated, controlled, owned or managed by You.

## Retroactive Date

any act, error, omission or conduct committed or alleged to have been committed or any Occurrence happening prior to the Retroactive Date stated in the Schedule.

## Sanctions

the payment of such claim or provision of such Cover exposing Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia. This exclusion applies notwithstanding anything contained in this Policy to the contrary.

## Terrorism

any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Property Damage, Bodily Injury or Advertising Liability or Claim or for any cost or expense including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism:

### Provided that:

this exclusion will not apply to any claim under this Policy arising from services provided to victims of any act of Terrorism.

## Trading Debts, Profit, Refund of Fees

the refund or payment to You of:

- a. a trading debt;
- b. loss of profit; or
- c. fees or other remuneration or consideration;

paid or due to You or Your agent or contractor or any person or party Covered under this Policy.

## Vehicle

Your ownership, possession, or use by You of any Vehicle:

- a. which is registered or required to be registered under any legislation; and
- b. for which compulsory liability insurance or statutory indemnity is required by law whether or not such insurance has been effected or a statutory indemnity provided:

### Provided that:

in respect of the Cover provided under Section – Public and Products Liability, this exclusion will not apply to:

- i. Bodily Injury:
  - > directly or indirectly arising out of or in any way connected with a Vehicle which does not require to be registered and have compulsory third party insurance or similar statutory indemnity under any legislation;
  - > directly or indirectly arising out of or in any way connected with a Vehicle which is registered under legislation and by legislation is not required to have compulsory third party insurance or similar statutory indemnity and does not have compulsory third party insurance or similar statutory indemnity; or
  - > where the compulsory liability insurance or statutory indemnity does not provide indemnity and the reason why that indemnity is not provided does not involve a breach by You of legislation relating to Vehicles;
- ii. liability caused by or arising out of the delivery or collection of goods to or from any Vehicle or during the loading and unloading of goods to or from any Vehicle beyond the limits of any carriageway or thoroughfare (the footpath immediately outside the Business premises shall not form part of the carriageway or thoroughfare); or
- iii. Property Damage to any Vehicle, or the contents thereof, not belonging to You, leased or hired by You or on loan or rented to You or used by You or on Your behalf or in Your custody or control while within a car park owned or operated by You for the purpose of parking:

# Exclusions (continued)

**but excluding:**

any Vehicle or its contents in any part of a car park owned or operated by You or Your Business for fee or reward; or

- iv. Bodily Injury or Property Damage caused by or arising out of the use of any Vehicle including any tool or plant forming part of or attached to or used in connection with such Vehicle whilst being operated by You or on Your behalf as a Tool of Trade.

## Vibration, Weakening of Support

Property Damage resulting from:

- a. vibration; or
- b. removal or weakening of, or interference with, support to land, buildings or any other property.

## War or Appropriation

any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## Watercraft

Your ownership, use or operation of any Watercraft other than as specifically Covered under this Policy.

# General Conditions

**The following general conditions apply to this Policy. Please read them carefully.**

**It is important that these conditions are observed.**

**If You or any other person or party Covered under this Policy do not comply with these conditions:**

- a. the Cover under this Policy may be cancelled; or**
- b. to the extent Our interests have been harmed by the non-compliance, We may:**
  - > reduce any claim payment; or**
  - > refuse to pay any claim under this Policy.**

## Cancellation

### Cancellation by You

You may not cancel this Policy.

You may however cancel Your own participation in the Policy by ceasing to meet the Eligibility Criteria We have agreed with Your Association. Refer to Your Association for more information.

### Cancellation by Us

We cannot cancel this Policy during the Period of Cover.

## Estates, Heirs, Legal Representatives

We agree to provide Cover to Your estate, heirs, representatives or assigns in the event of Your death, mental incapacity, insolvency or bankruptcy to the same extent as Cover would otherwise be available to You under this Policy.

## Governing Law

Any dispute arising under this Policy will be determined by Australian courts and in accordance with the laws of the State or Territory of Australia in which this Policy was issued.

## Hazardous Goods

You may only use and store hazardous goods which are usual to Your Business and You must use and store them in the manner and quantities permitted by law.

## Inspection of and/or Access to the Business Premises

You are required to provide Us or Our agent appointed by Us, including but not limited to loss adjusters and legal advisers, with all reasonable access to inspect the Business premises:

- a. after We have accepted Your insurance or after any renewal of or alteration to this Policy; or**
- b. if You make a claim under this Policy.**

We will provide You with reasonable notice if We require an inspection of Your Business premises.

Neither Our right to inspect nor Our failure to do so nor the making of any inspection shall constitute an undertaking by Us on behalf of or for Your benefit to determine or warrant that such property or operations are safe or in compliance with relevant laws.

## Joint Insurance – Non-imputation

Where this Policy Covers more than one of You:

- a. any misstatements or misrepresentations in Your Application to become an Eligible Member for this insurance or failure to comply with the duty of disclosure by one of You will not be imputed to any other of You where that other of You is innocent of and had no prior knowledge of the misstatement, misrepresentation or failure to comply with the duty of disclosure; or**
- b. a failure of one of You to comply with all of the provisions of this Policy will not adversely impact the Cover afforded to any other of You provided that other one of You is innocent of the conduct and advises Us all the facts relating to the failure as soon as reasonably possible after becoming aware of the failure.**

## Non-accumulation of Limits of Liability

Where two or more insurance policies issued by Us (one of which includes this Policy) provide Cover in respect of the same claim the maximum amount We will pay in respect of that claim is the highest applicable Limit of Liability amount available under any one of such policies.

Only one Excess shall apply to such claim which will be the Excess applicable to the policy with the highest Limit of Liability amount.

## Notices and Authorisation

Where there is more than one of You Covered under this Policy the person or the legal entity stated in the Schedule as the Insured shall be deemed the agent for the purposes of receiving notices for all other persons or entities Covered under this Policy.

We will send all notices to either Your last notified postal address or notified email address, as selected by You.

The Insured stated in the Schedule will also be authorised to act on behalf of all other persons or entities Covered in respect of all matters relating to this Policy.

## Other Insurance

Where a claim Covered under this Policy may also be covered under another policy of insurance (not issued by Us) then We reserve Our right to seek contribution from the other insurer.

# General Conditions (continued)

When We so require You or any other person or entity entitled to Cover under this Policy are required to give Us documentary evidence of any insurance covering, whether in whole or in part, the claim under this Policy.

## Premiums

### Premium Payment

The premium for this Policy is paid by Your Association.

### Reasonable Precautions

You are required to:

- a. take all reasonable actions and/or precautions to maintain the Business property in good order and condition;
- b. take all reasonable actions and precautions for the safety and protection of others;
- c. comply with all laws and regulations imposed by any government statutory authority for the safety of property or person; and
- d. only employ competent Employees, Voluntary Workers, servants and agents who also comply with clauses a., b. and c. above.

### Waiver of Rights and Recovery

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

**We will not pay** a claim under this Policy where:

- a. You have agreed not to recover from any person, entity or corporation liable to compensate You for loss, Property Damage or liability; or
- b. You have agreed under any contract, lease or similar agreement to limit or exclude any right of recovery against any third party who would otherwise be liable to compensate You with respect to that loss, Property Damage or liability.

Without harming Your interests under this Policy, You may:

- > release any railways authority, government or public authority or local or municipal authority or statutory authority from any liability if You are required by any contract to do so;
- > agree to enter into a lease or similar agreement for the occupancy of any Building or part of a Building, or hiring of property, where the terms of the lease or similar agreement include a disclaimer clause in favour of the lessor or the owner; or
- > enter into a contract which includes a disclaimer clause in relation to the storage of goods.

# Claims Conditions

The following claims conditions apply to this Policy. Please read them carefully.

It is important that these claims conditions are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions:

- a. the Cover under this Policy may be cancelled; or
- b. to the extent Our interests have been harmed by the non-compliance, We may:
  - > reduce any claim payment; or
  - > refuse to pay any claim under this Policy.

## Admission or Authorisations

You are required to obtain Our written consent before making any admission, offer, promise or offer of indemnity in connection with any claim under this Policy.

You may make to a third party any expression of regret in respect of any injury suffered by such third party as permitted under the Australian Open Disclosure Framework provided You do not make any admission of liability.

## Claim Notification

You are required to provide Us with:

- a. notice of any liability or Claim made against You as soon as reasonably possible after any of these occur or You are notified of such liability or of any Claim made against You or are served with a notice in respect of any Inquiry; and
- b. all correspondence and/or notice of any proceedings in relation to any claim under this Policy and forward to Us every communication, Writ or Summons or other court pleading as soon as reasonably practicable after receipt by You or service on You.

## Claims Control and Legal Proceedings

We may, in Your name, take over and have full discretion in the conduct of the defence or prosecution of legal proceedings or settlement of any claim under this Policy or in the exercise of Our rights of subrogation.

## Claims Cooperation

You are required to provide to Us any reasonable assistance We require to investigate, defend or settle any claim under this Policy.

In particular, You are required to provide Us with:

- a. Your cooperation in assisting Us to handle any claim under this Policy on Your behalf including the gathering of all relevant information and Your attendance at court to give evidence; and

- b. at Your own expense, such books of account and other business books, computer records and other documents, proofs, information, explanations and other evidence as We may reasonably require for the purpose of establishing a claim under this Policy.

## Claims Payments in Australian Currency

Payment of all claims Covered under this Policy shall be made in Australian currency only.

## Defence of Claims

Where You and We do not agree that a Claim against You should be defended, neither You nor We will be required to defend such Claim, unless advised to do so by mutually agreed Senior Counsel.

If You and We cannot agree on Senior Counsel, We will seek a nomination from the President of the Law Society of the State or Territory in which this policy has been issued.

The cost of the advice will be paid by Us as part of Your Cover for Defence Costs.

In deciding whether or not to defend a Claim, Senior Counsel will consider the following factors:

- a. the likely cost of defending the Claim;
- b. the prospects of successfully defending the Claim;
- c. the economics of the matter;
- d. the likely awards or damages; and
- e. the likely costs recovered from the third party.

If on the advice of Senior Counsel We recommend settlement of a Claim made against You and You choose to progress defence of the matter:

- i. any further defence will be at Your own cost; and
- ii. We will only be liable for:
  - > the amount for which Senior Counsel advises the matter could reasonably have been settled; and
  - > Defence Costs incurred up to the time We recommended settlement.

## Excess

You are required to contribute or bear the applicable Excess amount stated in the Policy wording or the Schedule in respect of any claim under this Policy.

Our liability to make any payment in respect of a claim shall be limited to that part of the claim above the Excess.

# Claims Conditions (continued)

## GST

### **GST and Claim Payments for Compensation**

Where We make a payment under this Policy as compensation instead of as a payment for a relevant acquisition of goods, services or other supply We will reduce the amount of the payment by the amount of any Input Tax Credit that You would have been entitled to had the payment been applied to acquire such goods, services or other supply.

### **GST and Claim Payments for Legal and Other Costs**

If We pay Defence Costs or any other costs or expenses on Your behalf or incurred by You with Our prior consent in relation to any claim under this Policy We will not pay or reimburse the amount of GST included in those costs or expenses to the extent that You are entitled to Input Tax Credits in relation to such costs and expenses.

### **Limitation of GST Payment**

If the Limit of Liability amount or other limits under this Policy is/ are not sufficient to Cover Your claim under this Policy We will only pay the respective proportion of the relevant GST amount that relates to the amount of Our settlement of Your claim under this Policy.

## **Legal Proceedings and Waiver of Legal Privilege**

Solicitors and other legal representatives retained by Us to act on Your behalf, or on behalf of any other Insured, must at all times be at liberty to disclose to Us any information obtained in the course of so acting whether from You or any other person or entity. For that purpose You and any other person or entity Covered under this Policy agree to waive any claim to legal professional privilege in respect of such information.

We may rely on such information to determine Our obligation to provide Cover under this Policy.

## **Loss Minimisation**

You are required to do everything reasonable to prevent further liability following any event which is the subject of any claim under this Policy or which may lead to a claim under this Policy.

## **Our Right to Recovery**

Where We make a payment to You or on Your behalf in respect of any claim under this Policy We will have the right to recover or obtain contribution from any person or organisation whom We consider liable at law for the liability and We shall be entitled to all Your rights of recovery against such person or organisation and We have the right to take such action in Your name.

You will be required to do all that is reasonably necessary to assist Us for the purpose of enforcing any rights and remedies or of obtaining indemnity from any other party to which We are entitled under this Policy.

## **Preservation of Evidence**

You are required:

- a. to take all reasonable actions necessary to retain and preserve any damaged or defective appliances, machinery, plant or other things which might prove necessary or useful as evidence in connection with any claim under this Policy; and
- b. so far as possible with due regard for safety, not to make any alteration or repair without Our prior consent.

# Definitions

**This Policy has words and terms with special meanings. We explain their meaning in the following definitions.**

**These defined words or terms are shown with a capital letter at the start of each word. Please read all definitions carefully.**

## Advertising Liability

means any:

- a. libel, slander or defamation;
- b. infringement of copyright, passing off of a title or slogan;
- c. piracy or misappropriation of advertising ideas or style of doing business; or
- d. invasion of privacy;

arising from any advertisement in the course of advertising activities for Your Business.

## Aircraft

means any craft or object designed or intended to move through air, space or atmosphere other than model aircraft.

## Application

means this information provided by You or on Your behalf when applying to become an Eligible Member, and which we have relied on when agreeing to issue this Policy.

## Australia, Australian

means the States and Territories of Australia.

## Bodily Injury

means:

- a. bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of a spouse or partner's support, co-operation, aid and companionship resulting from any of them; or
- b. the physical or mental effects of:
  - > false arrest, wrongful detention or imprisonment or malicious prosecution;
  - > wrongful entry or wrongful eviction to or from any premises;
  - > invasion of privacy; or
  - > assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or elimination of danger to persons or property.

## Business

means all the activities involved in Your business stated in the Schedule and conducted by You at and from the Business premises including:

- a. canteen, social club, social sports, welfare, child care, first aid or medical care, fire and emergency services provided for the benefit of Your Voluntary Workers; or

## Business Documents

means written or printed deeds, wills, agreements, manuscripts, maps, plans, drawings, records, Electronic Data, designs, books of account, books, letters, certificates and other documents of any nature:

**but does not include:**

- i. Money, bearer bonds, coupons or book debts; or
- ii. documents of aesthetic, historic, scientific or social value for past, present or future generations.

## Claim

means:

- a. a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim, third or similar party notice served on You seeking compensatory damages and costs; or
- b. a written or verbal demand for compensatory damages and costs made by a third party against You.

## Consequential Loss

means an indirect adverse impact (financial or non-financial) caused by damage to business property or equipment, including but not limited to:

- a. loss of income;
- b. increased cost of working; or
- c. reputational damage.

## Cover, Covers, Covered

means the indemnity provided under this Policy.

## Defence Costs

means the necessary and reasonable legal costs and expenses incurred by Us or by You with Our prior written consent in the investigation, defence or settlement of a Claim Covered under this Policy or in respect of the Cover provided under any of the additional benefits Covered under this Policy.

# Definitions (continued)

Any legal costs incurred by Us or by You in determining whether there is Cover provided to You under this Policy will not form part of Defence Costs.

## Electronic Data

means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and include programs, software and other coded instructions for such equipment.

## Eligibility Criteria

means the set of conditions that you must meet to become an Eligible Member. The Eligibility Criteria are available from Your Association.

## Eligible Member

means a member of Your Association who:

- a. meets the Eligibility Criteria; or
- b. meets the definition of Leave of Absence Member.

## Employee

means a natural person who has at any time entered into a contract of service or apprenticeship with You and/or for whom You are required by virtue of workers' compensation or similar legislation to effect workers' compensation insurance cover.

## Endorsement

means a written notification given to You by Us that details changes to Your Cover under this Policy.

## Excess

means the amount of money You must contribute or bear for each claim which is Covered under this Policy.

The Excess is stated in the Schedule or elsewhere in this Policy for the applicable Section, part of a Section or additional benefit.

Where the Excess is stated as being 'costs exclusive' We will not apply the Excess to Your own Defence Costs but You will be required to pay the Excess amount in respect of any payment of compensation and/or the claimant's own legal costs and expenses.

Where the Excess is stated as being 'costs inclusive' You will be required to pay the Excess amount in respect of any payment of compensation, the claimant's legal costs and expenses and Your own Defence Costs.

## Good Samaritan Acts

means the rendering of or failure to render first aid and assistance in an emergency situation or accident to stabilise an injured person or to prepare the injured person for transfer to a medical facility or other place and where You are in attendance as a bystander or passer-by and where there is no expectation of payment or other reward for the rendering of that first aid or assistance.

## GST and GST Act

means goods and services tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any subordinate, subsequent amendment, re-enactment or successor legislation (GST Act).

Input Tax Credit has the same meaning as that in the GST Act.

## Hovercraft

means any vessel, craft or device which uses a cushion of air provided by a downward thrust to travel over water and land.

## Incidental Contract

means:

- a. any written rental agreement, lease or licence of real property not requiring an obligation to insure such property or to be liable at law regardless of fault; or
- b. any written contract with any entity responsible for the supply of electricity, fuel, gas, water, sewerage, waste removal services or telecommunications other than those contracts in connection with work done for such entities by You.

## Inquiry

means:

- a. an official investigation, examination, inquiry or prosecution directly relating to an act, error, omission or conduct by You in Your provision of the Professional Services:
  - > brought by a registration board, statutory regulatory authority, tribunal or any disciplinary committee of an association or professional body of which You are a member;
  - > arising from a complaint made against You by a third party to any court, statutory health authority or agency, registration board or a professional association or body of which You are a member; or
  - > brought by way of coronial inquiry or royal commission; or

# Definitions (continued)

- b. an audit, investigation, examination, inquiry or prosecution of You under the Medicare Benefits Scheme, National Disability Insurance Scheme, Pharmaceutical Benefits Scheme or any other statutory health care benefits scheme, directly relating to Your provision of the Professional Services;

**but does not include** any investigation, examination, inquiry or prosecution in respect of Your liability to pay any tax, levy, duty payable by You to any statutory or government authority.

## Inquiry Legal Costs

means the necessary and reasonable legal costs and expenses incurred by You or on Your behalf with Our prior written consent in the investigation, defence or settlement of any Inquiry:

**but does not include:**

- i. Your regular or overtime wages, salary, fees, profit or any fixed or variable expenses incurred in the normal course of Your business operations; or
- ii. any amounts payable as compensation or third party legal costs and expenses.

## Known Circumstances

means any fact or circumstance which:

- a. You or others Covered under this Policy were aware of prior to the Period of Cover and which You or they knew or ought reasonably to have known may give rise to a Claim or Inquiry;
- b. a reasonable person in Your or their position should have been aware of prior to the Period of Cover and which You or they knew or ought reasonably to have known may give rise to a Claim or Inquiry; or
- c. has been disclosed or reported to Us or any other insurer under any insurance policy prior to the Period of Cover.

## Known Claims

means any Claim or Inquiry:

- a. first made or served on You, threatened or intimated against You or others Covered under this Policy prior to the Period of Cover; and/or
- b. disclosed or reported to Us or any other insurer under any insurance policy prior to the Period of Cover.

## Limit of Liability

means the maximum amount We will pay under each of Sections:

- > Professional Indemnity; or
- > Public and Products Liability;

of this Policy as stated in the Schedule inclusive of all additional amounts provided for in any relevant additional benefit under any such Section.

## Locum Tenens

means an individual who is acting on Your behalf under a contract for services on a temporary basis to stand in for You during Your absence from the provision of the Professional Services or from the conduct of Your Business.

## Medical Practitioner

means any person who provides services which may only be provided by a duly qualified and registered medical practitioner pursuant to any legislation in Australia which provides for the registration or licensing of medical practitioners.

## Medicare Benefits Fraud

means a fraudulent or dishonest refund demand made against Medicare, the Pharmaceutical Benefits Scheme or National Disability Insurance Scheme or any other government programs administered by Medicare Australia.

## Money

means coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value such as phone cards and/or stored value cards, unused postage and revenue stamps, public transport tickets, private transport tickets (excluding airline tickets), lottery tickets, authorised gift vouchers, discount vouchers from external parties and contents of franking machines and includes cash boxes, alarm bags or any other portable container used to convey money which is owned by You:

**but does not include** Money while in the possession of or carried by professional money carriers, professional carriers or common carriers.

## Occurrence

means an event or series of events which results in Bodily Injury, Property Damage or Advertising Liability neither expected nor intended by You:

# Definitions (continued)

## Provided that:

- i. all Bodily Injury or Property Damage attributable to continuous or repeated exposure to substantially the same general conditions will be deemed to be one Occurrence; and
- ii. all Advertising Liability arising out of the same injurious material or act regardless of the repetition thereof or the number and kind of media used and/or the number of claimants shall be deemed to be one Occurrence.

## Period of Cover

means the period of time stated in the Schedule for which We agree to provide You with Cover under this Policy as stated in the Schedule.

## Policy

means:

- a. the Policy wording;
- b. the Schedule and any addendum attached to the Schedule; and
- c. any Endorsement.

## Pollutant

means any solid, liquid, bacterial, viral, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed.

## Premium

means the payment Your Association makes to Us for this Policy or for an alteration to this Policy and includes all applicable government or statutory taxes and charges including GST.

## Professional Services

means the professional business services provided by You or on Your behalf as stated in the Schedule.

## Property Damage

means:

- a. physical damage to or loss of or destruction of real or tangible property including any resulting loss of use of that property; or
- b. loss of use of real or tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence;

**but does not include** damage to or destruction of or loss of use of Electronic Data.

## Public Relations Costs

means the necessary and reasonable costs of an independent qualified and experienced public relations consultant appointed by You.

## Retroactive Date

means the retroactive date stated in the Schedule for any applicable Section of this Policy.

## Schedule

means the Schedule issued by Us containing details of Cover specific to You, including but not limited to:

- a. Your Policy number;
- b. the Period of Cover;
- c. details of the Cover You have selected;
- d. Limits of Liability and other limits of Your Cover; and
- e. any Excesses You must pay.

Your Schedule attaches to and forms part of this Policy.

## Student Practitioner

means a natural person acting on Your behalf who is enrolled in a course or program of study at a tertiary institution and where successful completion of such course or program of study is required in order to be registered as a practitioner entitled to practise or provide the Professional Services:

### but does not include:

- i. any person who is entitled to be registered as a practitioner in order to conduct the same or similar services as defined under Professional Services but who is not so registered; or
- ii. any person who is Your Employee or a Voluntary Worker.

## Subsidiary Company

means any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the corporate entity stated in the Schedule and which is incorporated and domiciled in Australia.

# Definitions (continued)

## Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Tool of Trade

means any Vehicle which has any tool or plant forming part of or attached to the Vehicle or used in connection with any Vehicle while such tool or plant is in operation for the purpose of the Business.

## Vehicle

means any type of machine on wheels, on skis or on self-laid tracks designed to be moved other than by manual or animal power and includes any trailer while attached to a Vehicle:

**but does not include** motorised wheelchairs, electric wheelchairs, electric scooters, bicycles or Vehicles not requiring registration or compulsory third party insurance by virtue of any legislation.

## Voluntary Work

means work performed by a Voluntary Worker on Your behalf and includes necessary direct travel to, from and during such voluntary work.

## Voluntary Worker

means any person engaged by You to perform Voluntary Work on Your behalf without fee, remuneration or reward (other than the reimbursement of reasonable expenses) while such person is performing such work:

### Provided that:

the Voluntary Worker is acting within the scope of their duties in the conduct of the Business or in the provision of the Professional Services.

## Watercraft

means any vessel, craft or thing made or intended to float on or in, or travel on or through, water other than model boats.

## We, Us, Our

means Guild Insurance Limited ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000.

## You, Your, Insured

means the person stated in the Schedule as the Insured.

## Your Association

means the Association that has arranged the Group Policy with Us and that You are a member of.

## Your Products

means any goods sold, supplied, delivered or distributed by You in the normal course of Your Business after they have ceased to be in Your possession or legal control:

**but does not include** goods manufactured or wholesaled by You unless prepared by You for sale, supply or distribution in the normal course of Your Business including their labels, packaging, containers, and any directions, instructions or advice provided or not provided.

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**1800 810 213**

**[guildinsurance.com.au](https://www.guildinsurance.com.au)**

**Who is the Insurer?**

This Policy is underwritten by Guild Insurance Limited ABN 55 004 538 863 and AFS Licence No. 233791. This policy was prepared May 2021 and information it contains was current at that date. If the information changes adversely we will issue a replacement policy.

Effective date: 30 June 2021

GLD114228 Allied Health Liabilities Group Insurance Policy 06/2021