



Healthcare Malpractice Policy Wording

Contents

General Information & Important Notices	1		
How We protect your privacy	1		
General Insurance Code of Practice	1		
Our service commitment	1		
Intermediary Remuneration	1		
We, Us, and Our	1		
About Pacific Indemnity	1		
Wholesale only	1		
Policy Wording	2		
Insuring Clauses	2		
Insuring Clause clarifications	2		
Extensions	2		
Practice Staff	2		
Telehealth	2		
Advice on goods sold	2		
Enquiries – legal costs cover – including for regulatory, licensing, disciplinary or coronial enquiries	2		
Court Attendance Costs	2		
Public Relations Cover	3		
Privacy Remediation Expenses	3		
Sexual misconduct defence Costs	3		
Vicarious Liability	3		
Electronic Health Records Breach	3		
Medicare fraud defence and investigation costs	3		
Continuous Cover	3		
Prior Corporate Entities and Former Subsidiaries - Run-off Cover	4		
Mergers & Newly Acquired Subsidiaries	4		
Run-off cover until policy expiry date following mergers, acquisitions and winding up	4		
Cover to Spouse, domestic partner, Estates, Administrators & Executors and Legal Representatives	4		
Non-Renewal Extended Notification Period	4		
What is not Covered	4		
Claims or Facts Which May Give Rise To Any Claim or Loss or Liability or Enquiry	4		
Foreign Courts	5		
Assumed duty or obligation	5		
Related parties	5		
Refund of Healthcare Fees and Trading Debts	5		
Profit	5		
Insolvency	5		
Goods & Workmanship	5		
Employers Liability, Directors' & Officers' Liability, Occupier's Liability, Motor, Marine, etc	6		
		Punitive & Exemplary & Liquidated Damages	6
		Intentional or Dishonest Damage or Loss	6
		Sexual misconduct, harassment, bullying or discrimination	6
		Inappropriate practices	6
		Communicable disease	6
		Transmission of contagious disease	6
		Intoxication	6
		Breach of registration or lack of qualifications	6
		Clinical Trial	6
		Public Patients	6
		Medical Practitioners	7
		Pregnancy termination	7
		Voluntary euthanasia	7
		De-Registration	7
		Asbestos	7
		Radioactivity & Nuclear Hazards	7
		War & Uprisings	7
		Terrorism	7
		Sanctions	7
		Pollution	7
		Limits & GST	7
		Aggregate Policy Limit	7
		Aggregate Limit qualifications	7
		Limit of Cover for Claim Investigation Costs	7
		Sub Limits	8
		GST Input Tax Credits	8
		Claim Conditions	8
		Investigation, defence and settlement of Claims	8
		Additional Special Provisions for Misappropriation of Money, Dishonesty and Fraud	10
		General Provisions	10
		Premium Payment	10
		Cover Beneficiaries	10
		Loss Prevention	11
		Other Insurance Which May Cover The Risk	11
		Material Change in the Risk	11
		The Proposal – Severability and Non-imputation	11
		Authority to accept notices & to give instructions	11
		De-registration	11
		Payment in Australian dollars in Australia	11
		Law of the Policy	11
		Territorial & Jurisdiction Limits	11
		Schedule must be included	11
		Cancelling the Policy	11
		You can cancel the Policy	11

We can cancel the Policy	12
How to read this Insurance Policy	12
Definitions	12
Civil Liability	12
Claim (or Claims)	12
Claim Investigation Costs	12
Clinical Trial	12
Cover (and 'Covered')	12
Covered Claim	12
Documents	12
Employee	13
Enquiry (or Enquiries)	13
Excess	13
Former Principal	13
Healthcare Services	13
Healthcare Professional	13
Health Practitioner	13
Intellectual Property	13
Known Circumstance	13
Medical Practitioner	14
Named Insured	14
Period of Insurance	14
Policy	14
Policy Limit	14
Practice Entity	14
Practice Staff	14
Principal	14
Privacy Remediation Expenses	14
Private Practice	14
Proposal	14
Publicity Campaign	14
Public Patient	14
Run-Off Event	14
Schedule	14
Sub Limit(s)	14
Subsidiary	14
Telehealth	14
Terrorism	15
You / Your	15
We or Us or Our	15

General Information & Important Notices

How We protect your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, Your claims history). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this policy.

You can access Our privacy policy at www.pacificindemnity.com.au/privacy-policy

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

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 the resolution of complaints and disputes between Us and You; and
- to promote continuous improvement of the general insurance industry through education and training.

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code.

Details of the Code of Practice can be found on-line at: www.codeofpractice.com.au/

Our service commitment

We are proud of Our service standards and support the General Insurance Code of Practice. In an unlikely event that You are not satisfied with the way in which We have dealt with You, as part of

Our commitment to customer service, We have an internal dispute resolution process in place to deal with any complaint You may have.

Please contact Us if You have a complaint, including if You are not satisfied with any of the following:

- one of Our products;
- Our service;
- the service of Our authorised representatives;
- Our claims representatives; or
- Our decision on Your claim.

Our staff will help You in any way they can. If they are unable to satisfy Your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to Our Internal Dispute Resolution Department.

Details of Our internal dispute resolution process are available from Our office.

Intermediary Remuneration

Pacific Indemnity Underwriting Solutions Pty Ltd may pay remuneration to insurance intermediaries when We issue, renew or vary a policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

We, Us and Our

For the purposes of this General Information & Important Notices, 'We', 'Us' and 'Our' means Pacific Indemnity Underwriting Solutions Pty Ltd ABN 14 606 511 639 - on behalf of Insurance Australia Limited ABN 11 000 016 722 (IAL).

About Pacific Indemnity

Pacific Indemnity Underwriting Solutions Pty Ltd, ABN 14 606 511 639, specialises in Professional Risk insurance (including Professional Indemnity Insurance, Malpractice Insurance, Information & Communication Technology Insurance, Management Liability Insurance and similar products).

In arranging this insurance, Pacific Indemnity is acting on behalf of the insurer, Insurance Australia Limited ABN 11 000 016 722. IAL's Australian Financial Service Licence number is 227681.

Pacific Indemnity's Australian Financial Service Licence number is 480863.

Wholesale only

Pacific Indemnity Underwriting Solutions Pty Ltd is only licensed to offer or provide General Insurance products or services which do not include any of the following types of General Insurance (which are defined by the Corporations Act as "retail"): Motor Vehicle, Home Building, Home Contents, Sickness and Accident, Consumer Credit, Travel, Personal or Domestic Property, Medical Indemnity or any other kind of General Insurance which has been prescribed by the Corporations Regulations.

Policy Wording

Insuring Clauses

We will pay to **You** or on **Your** behalf all awards of damages and awards of claimants costs against **You** resulting from any **Claim** for **Civil Liability** arising from the provision of **Healthcare Services** in **Private Practice** by or on behalf of the **Named Insured**.

We do this only for **Claims** which:

- a) are made against **You** during the **Period of Insurance**; and
- b) **We** are told about in writing as soon as reasonably possible during the **Period of Insurance**; and
- c) arise out of an act error or omission after the Retroactive Date, if any, specified in the **Schedule**.

We will also pay on **Your** behalf (and as needed advance) the **Claim Investigation Costs** for **Covered Claims**. **We** are not however obliged to defend, or to continue to defend, and **Claim** or pay, or continue to pay, **Claim Investigation Costs**, once the **Policy Limit** (or the **Sub Limit**, as the case may be) has been exhausted.

All **Cover** provided under this **Policy** is subject to the Insuring Clauses and all the **Policy** terms, conditions, exclusions and limits contained in or endorsed on this **Policy** and the payment of the Gross Premium stated in the **Schedule**.

Insuring Clause clarifications

For clarity, and subject to the terms, conditions, exclusions and limits of the **Policy**, **Civil Liability Covered** by this **Policy** includes (but is not necessarily limited to) liability for the following arising from the provision of **Healthcare Services** in **Private Practice** for the following:

- Malpractice, including for unpaid volunteer and good samaritan **Healthcare Services**;
- Breach of confidentiality;
- Breach of privacy;
- Defamation;
- Loss of or damage to **Documents** (to the full **Policy Limit**);
- Liability for the dishonest, fraudulent, criminal or malicious acts or omissions of persons for whom **You** are responsible – vicarious liability (subject to the Additional Special Provisions for Misappropriation of Money, Dishonesty & Fraud);
- **Intellectual Property** breaches;
- Breaches of the Competition and Consumer Act and the Fair Trading Acts (Australian & New Zealand);
- Misleading and deceptive conduct breaches under the Australian Securities and Investment Commission Act

2001;

- Unintentional breaches of warranty of authority.

Extensions

Each of the following extensions automatically applies unless otherwise stated in the endorsements or the **Schedule**. Each of the extensions is subject to the Insuring Clause and all other terms, exclusions, conditions and the **Policy Limit** of this **Policy**, unless otherwise expressly stated.

Practice Staff

Cover is extended to **Your Practice Staff** (except for any locum **Medical Practitioner**), for amounts for which they become legally liable for **Civil Liability** in respect of **Claims** made against them arising from **Healthcare Services** (as otherwise **Covered** by this **Policy**) which they have provided for **You** or on **Your** behalf.

Telehealth

Cover is extended to **You** for **Claims** (as otherwise **Covered** by this **Policy**), which are made against **You** arising out of **Telehealth Healthcare Services** to patients within Australia.

Advice on goods sold

Cover is extended to **You** in respect of **Your** liability for **Claims** made against **You** in relation to negligent advice provided by **You** associated with the sale or supply of any goods or products, directly in connection with the provision of **Healthcare Services**.

Enquiries – legal costs cover – including for regulatory, licensing, disciplinary or coronial enquiries

For those **Enquiries** of which **You** first become aware (and of which **We** are told about in writing as soon as reasonably possible) while this **Policy** is in force, **We Cover You** and **Your Employees** up to a **Sub Limit** of \$250,000 in the aggregate in respect of all **Claims** for **Claim Investigation Costs** for **Your** representation at any such **Enquiry**. This **Cover** does not extend to paying **Your** regular or overtime wages, salaries or fees, or those of **Your Employees**.

The **Excess** applicable to the **Cover** under this extension is the **Excess** stated in the **Schedule**.

Court Attendance Costs

For any person described in a) and b) below who is required to physically attend at Court for the purposes of giving evidence as a witness in connection with a **Covered Claim**, then it is agreed that **Claim Investigation Costs** will include the following payments, per day on which attendance in court is required:

- a) Payable to any **Principal** or **Former Principal** - \$500

b) Payable to any **Employee** - \$250

No **Excess** shall apply to the **Cover** provided under this extension.

Public Relations Cover

We will pay the reasonable and necessary fees, costs and expenses of a public relations consultant retained by **You** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) to design and implement a **Publicity Campaign** approved by **Us**, to prevent or mitigate damage to **Your** reputation in consequence of a **Covered Claim** arising from the provision of **Healthcare Services**.

Our total liability for the payment of such fees, costs and expenses under this extension shall not exceed a **Sub Limit** of \$50,000 any one claim and \$100,000 in the aggregate, which is included within and not in addition to the **Policy Limit**.

The **Excess** applicable to the **Cover** provided under this extension is the **Excess** specified in the **Schedule** for each and every **Publicity Campaign**.

Privacy Remediation Expenses

We will pay, on **Your** behalf, **Privacy Remediation Expenses** in respect of a privacy breach event which is notified to **Us** during the **Period of Insurance**, subject to a **Sub Limit** of \$100,000 any one privacy breach event and in the aggregate for all such privacy breach events.

Sexual misconduct defence Costs

We Cover Your Claim Investigation Costs for proceedings brought against **You** during the **Period of Insurance** in respect of actual or alleged molestation or physical abuse of a person by any of **Your Employees**. This extension does not provide **Cover** to any of **You** who committed or condoned the actual or alleged molestation or abuse.

Our total liability for the payment of such **Claim Investigation Costs** shall not exceed a **Sub Limit** of \$50,000 in the aggregate, which is included within and not in addition to the **Policy Limit**.

Vicarious Liability

The performance of **Healthcare Services** by **You** includes, for the purpose of this **Policy**, acts, errors or omissions of:

- a) another person who **You** are observing, supervising, mentoring or teaching; or
- b) a locum

in the provision of care, treatment, advice, service or goods (consistent with **Your** modality of practice) and which are intended for the physical or mental health of **Your** patient,

In the event this other person is a **Healthcare Professional** or a locum (as the case may be) then **You** must require and ensure that they hold their own current malpractice insurance

at all relevant times. Such other **Healthcare Professional(s)** or locum(s) are not **Covered** by this **Policy**.

Electronic Health Records Breach

We provide **Cover** to **You** for **Claims** (as otherwise **Covered** by this **Policy**) in consequence of an infringement or alleged infringement of any **Intellectual Property** rights arising out of **Your** use of the Personally Controlled Electronic Health Records system, as defined in the *Personally Controlled Electronic Health Records Act 2012* (Cth).

Medicare fraud defence and investigation costs

We will **Cover You** for **Claim Investigation Costs** reasonably and necessarily incurred by **You** to successfully defend a complaint which is first made against **You** and notified to **Us** in the **Period of Insurance** in relation to any alleged dishonest, fraudulent or criminal act, error or omission in connection with the Medicare benefits scheme in the course of **Healthcare Services** performed by **You**.

To the extent that **We** advance any **Claim Investigation Costs** under this extension and **You** are unsuccessful in defending any such allegation of dishonest, fraudulent or criminal act error or omission then **You** shall immediately, at **Our** request, reimburse to **Us** any **Claim Investigation Costs** so advanced.

Our total liability for **Claim Investigation Costs** under this extension shall not exceed the **Sub Limit** of \$50,000 in the annual aggregate, which is included within and not in addition to the **Policy Limit**.

Continuous Cover

We Cover You for any **Claim**, otherwise **Covered** by this **Policy**, arising from a **Known Circumstance** (notwithstanding the exclusion for **Claims** arising from **Known Circumstances** within this **Policy**) if:

- a) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**; and
- b) **We** were **Your** professional liability insurer when **You** first knew of such **Known Circumstance**; and
- c) **We** continued without interruption to be **Your** professional liability insurer up until this **Policy** came into effect; and
- d) had **We** been notified by **You** of the **Known Circumstance** when **You** first knew of it, **You** would have been entitled to **Cover** under the policy in force at that time but are not now entitled to be **Covered** by that policy, and **You** would (but for the Claims or Facts Which May Give Rise To Any Claim or Loss or Liability or Enquiry exclusion of this **Policy**) otherwise be **Covered** under this **Policy**; and
- e) neither the **Claim** nor **Known Circumstance** have previously been notified to **Us** or to any other insurer.

If **You** were entitled to have given notice under the terms of

any other policy of insurance but did not (for whatever reason) and hence therefore lost an entitlement to indemnity, then this Continuous Cover extension does not apply to provide **You** with any **Cover**.

We may reduce the amount **We** pay out under this extension by the amount of any prejudice **We** may suffer in consequence of any delayed notification to **Us**.

The **Policy Limit** of the **Cover We** provide under this extension is the lesser available under the terms of the policy in force at the earlier time referred to in paragraph d) above, or under this **Policy**. The terms of this **Policy** otherwise apply.

Prior Corporate Entities and Former Subsidiaries - Run-off Cover

This **Policy** extends to **Cover** (as if they were **You**):

- a) corporate entities through which the **Named Insured** previously traded, in the course of the provision of **Healthcare Services in Private Practice**, provided that those corporate entities are still owned by the **Named Insured**; and
- b) any of **Your** former **Subsidiary** companies or other former incorporated entities,

provided that such **Cover** shall only apply in respect of:

- (i) **Claims** arising from the provision of **Healthcare Services**; and
- (ii) acts, errors or omissions which occurred after the Retroactive Date specified in the **Schedule** and prior to the date on which such **Subsidiary** ceased to be **Your Subsidiary** or ceased to trade.

This extension of **Cover**, however, is subject to receipt by **Us**, at the time of any such **Covered Claim**, of an express written request from the **Named Insured** under the **Policy** to extend the **Cover**.

Mergers & Newly Acquired Subsidiaries

This **Policy** extends to **Cover** entities (practicing in the same professional discipline as **You**), in respect of **Claims** arising from the provision of **Healthcare Services** of substantially the same type as those **Covered** by this **Policy**. This **Cover** is only an interim cover for a maximum of thirty days from the date of the merger or acquisition (or until the **Policy** expires if that is sooner). **We** may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity. The Retroactive Date for such **Cover** is deemed to be the date of the merger with or acquisition by **You** unless **We** otherwise agree in writing.

Run-off cover until policy expiry date following mergers, acquisitions and winding up

In the event that a **Run-Off Event** occurs to **You** during the **Period of Insurance** specified in the **Schedule**, then the **Cover** provided by this **Policy** shall continue until the expiry date of this **Policy** but only in respect of any **Claim** otherwise **Covered** by this **Policy** arising from any act, error or omission prior to the date of the **Run-Off Event**.

Cover to Spouse, domestic partner, Estates, Administrators & Executors and Legal Representatives

If **You**, or anyone entitled to **Cover** under this **Policy**, dies or becomes legally incompetent or insolvent, **We Cover Your** spouse, domestic partner, estate, legal representative or assigns, or the party entitled to **Cover**, to the same extent as **Cover** would otherwise have been available to **You**, but only in respect of **Your** acts errors or omissions and not of the spouse, domestic partner, estate, administrator, executor, legal representatives or assigns.

Non-Renewal Extended Notification Period

- a) In the event that this **Policy** is not renewed or is cancelled for any reason, other than fraud or non-payment of premium, then **You** have until such time that **You** effect another insurance policy which **Covers** substantially the same risk as this **Policy**, either with **Us** or any other insurer(s), or a period of thirty (30) days commencing on the day immediately following expiry/cancellation of this **Policy**, whichever is sooner, to notify **Us** of any **Claims** made against **You** while this **Policy** is in force;
- b) **Cover** under this extension:
 - (i) does not reinstate or increase the **Policy Limit** or extend the **Period of Insurance**.
 - (ii) will only apply to acts, errors or omissions committed or alleged to have been committed by **You** before the end of the **Period of Insurance** or the cancellation date of this **Policy** where this **Policy** has been cancelled; and
 - (iii) is limited to **Claims** and **Enquiries** arising from an act, error or omission which occurred on or after the Retroactive Date specified in the **Schedule**.

What is not Covered

We do not **Cover You** for or in respect of:

Claims or Facts Which May Give Rise To Any Claim or Loss or Liability or Enquiry

Claims, or facts which may give rise to any **Claim** or loss or liability or **Enquiry**:

- a) known to **You** at the inception date of this **Policy**; or
- b) arising from a **Known Circumstance**; or
- c) directly or indirectly based upon, attributable to, or in consequence of any **Known Circumstance** or known **Claims**, losses, liabilities or **Enquiries**; or
- d) disclosed in the **Proposal** or arising from or associated with facts or circumstances disclosed in the **Proposal**; or
- e) if the **Policy** is endorsed or amended mid term, for any **Claim** or **Covered Claim** or any associated costs that arose from a **Known Circumstance** (as at the effective date of the amendment or endorsement) to the extent that the **Claim** or **Covered Claim** or any associated costs would not have been **Covered** by the **Policy** before such amendment or endorsement.

Foreign Courts

Claims:

- a) first brought in or determined pursuant to the laws of, the United States of America or the Dominion of Canada, or their territories or protectorates; or
- b) arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or the Dominion of Canada, or their territories or protectorates; or
- c) where the proper law of the United States of America or the Dominion of Canada, or their territories or protectorates is applied to any of the issues in any **Claim** or **Covered Claim**, **Covered** by this **Policy**.

Assumed duty or obligation

Claims which:

- a) allege a liability under a contractual warranty, guarantee or undertaking (unless the liability would have existed regardless of the contractual warranty, guarantee or undertaking); or
- b) arise from circumstances where a right of contribution or indemnity has been given up by **You**; or
- c) arise from circumstances where someone has done work or provided services under an arrangement or agreement with **You** which limits any potential right for **You** to receive contribution or indemnity from that person; or
- d) arise from any **Civil Liability** which **You** agree to accept in connection with the provision of the **Healthcare Services** which is more onerous than that which **You** would otherwise have at common or statute law; or
- e) arise from any business not conducted for or on behalf of the **Named Insured**.

Related parties

Claims against any of **You** brought by or on behalf of:

- a) any other of **You**; or
- b) any company in respect of which **You** or any person or party specified in a) above holds (beneficially or otherwise) more than 10% of the voting shares or rights and/or an executive role; or
- c) any trust in respect of which **You** or any person or party specified in a) above is a trustee and/or beneficiary and/or has a direct or indirect financial interest; or
- d) any other person, firm or incorporated body having control of over 10% or more of the voting shares or rights or an executive role in the operation of the **Named Insured**.

Refund of Healthcare Fees and Trading Debts

Claims:

- a) for (or calculated by reference to) the refund of **Healthcare Services** fees or charges (by way of damages, offset or otherwise); or
- b) for the costs and expenses incurred by **You** or on **Your** behalf in complying with any contractual obligations or making good any faulty product; or
- c) directly or indirectly arising from the provision of cost guarantees, estimates of probable costs, estimates of probable financial savings or contract price or cost estimates being exceeded; or
- d) related to a liability to pay trading debts, or the repayment of any loan.

Profit

Any forgone or un-realised profit. In particular, there is no **Cover** under this **Policy** for any component of profit which would have been derived or derivable by **You** from the sale or supply of any goods, services or rights by **You** or on **Your** behalf.

Insolvency

Liability or loss directly or indirectly arising out of or in any way connected with **Your** insolvency, bankruptcy or liquidation.

Goods & Workmanship

Claims directly or indirectly arising from:

- a) the manufacture, maintenance, installation, assembly, processing, sale, supply or distribution of goods or products by **You** or on **Your** behalf (other than advice associated with the sale or supply of goods or products directly in connection with the provision by **You** of **Healthcare Services**); or
- b) workmanship in manufacture, fabrication, construction,

erection, installation, assembly, alteration, maintenance, servicing, remediation, repair, demolition or disassembly (including any materials, parts or equipment furnished in connection therewith) by **You** or on **Your** behalf; or from supervision of such workmanship by any of **You**.

Employers Liability, Directors' & Officers' Liability, Occupier's Liability, Motor, Marine, etc

Claims:

- a) directly or indirectly based upon, attributable to or in consequence of **Your** liability as an employer; or
- b) for bodily injury (including mental anguish or emotional distress), sickness, disease or death of any **Employee**, apprentice, contractor, volunteer or any worker who is under **Your** direction, control and/or supervision or for whose workplace safety **You** are responsible;
- c) arising out of or in respect of actual or alleged unlawful discrimination (or other unlawful act, error or omission) by any of **You** against any **Employee** or employment applicant; or
- d) arising out of or in respect of actual or alleged acts, errors or omissions of any of **You** who is a director or officer of any incorporated body and while acting in that capacity; or
- e) arising from occupation (or alleged occupation) of land or buildings by any of **You**; or
- f) arising from or in respect of **Your** liability as an owner or operator of any aircraft, marine craft or motor vehicles of any kind.

Punitive & Exemplary & Liquidated Damages

For punitive, aggravated or exemplary or liquidated damages or for fines or penalties. Further, this **Policy** does not provide **Cover** for any investigation or defence costs associated with such **Claims** or **Covered Claims**.

Intentional or Dishonest Damage or Loss

Intentional or dishonest damage or loss:

- a) arising from **Your** acts, errors, omissions or conduct, or acts, errors, omissions or conduct by a party otherwise entitled to **Cover** under this **Policy**, with the intention (or with reckless disregard for the consequences) of either:
 - (i) causing loss, damage or injury (including mental or emotional damage); or
 - (ii) depriving a third party (or another of **You**) of a tangible or intangible asset or thing to which they are entitled.
- b) arising from any wilful breach of any statute, contract or duty by **You**.
- c) arising from **Your** fraudulent or dishonest or criminal or

malicious acts or omissions or conduct.

This exclusion does not restrict **Cover** otherwise provided under the **Policy** for vicarious liability for the dishonest, fraudulent, criminal or malicious acts or omissions of persons for whom **You** are responsible.

Sexual misconduct, harassment, bullying or discrimination

Claims arising from any sexual misconduct, sexual harassment, bullying or discrimination associated with the provision or purported or alleged provision of **Healthcare Services** by **You**.

Inappropriate practices

Claims alleging **Your** engagement in inappropriate practice within the meaning of the *Health Insurance Act 1973* (Cth).

Communicable disease

Claims arising from any communicable disease that **You** had at the inception of the **Policy**, which **You** knew or ought reasonably to have known or suspected that **You** had; or arising from any communicable disease where **You** are diagnosed with the disease within 3 months of the date that this **Policy** inceptioned.

Transmission of contagious disease

Claims arising from the transmission of a contagious disease or virus by **You** if **You** knew or should reasonably have known or suspected that **You** were carrying the disease or virus.

Intoxication

Claims arising from the provision of any **Healthcare Services** while **You** are under the influence of an intoxicant, narcotic or other drugs affecting or which may affect neuro-cognitive competence.

Breach of registration or lack of qualifications

Any **Claim** arising from any **Healthcare Service** **You** have provided:

- a) when **You** were not registered as a **Healthcare Professional** and **You** were required (by any law, rule or regulation) to be registered; or
- b) which are in breach of terms, conditions, undertakings or limitations on **Your** registration as a **Healthcare Professional**; or
- c) where **You** have not completed the recognised training for or lack the qualifications to provide such **Healthcare Services**.

Clinical Trial

Claims arising from **Healthcare Services** which **You** provide in relation to a **Clinical Trial**, which trial is not expressly specified on

the **Schedule** to this **Policy**.

Public Patients

Claims arising from **Healthcare Services** for **Public Patients**.

Medical Practitioners

Claims against **Medical Practitioners**, or against **You** arising from the acts, errors or omissions of **Medical Practitioners** regardless of whether such **Medical Practitioners** are employed by **You** or were acting as **Your** contractor.

Pregnancy termination

Claims arising, whether directly or indirectly, out of any operation to terminate pregnancy unless medically indicated.

Voluntary euthanasia

Claims arising directly out of any procedure or advice rendered concerning voluntary euthanasia.

De-Registration

Claims arising from acts, errors or omissions by or on **Your** behalf which occurred at a time when a statutory registration or licence (which was required by law in order for **You** to be entitled to practice or provide the **Healthcare Services**) was not held, was cancelled or suspended or was otherwise not current or valid for the **Healthcare Services** provided.

Asbestos

Claims which would not have arisen but for or in respect of the existence of asbestos.

Radioactivity & Nuclear Hazards

Claims arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear material; or
- b) the hazardous properties of any nuclear explosive, assembly or component.

This exclusion however does not apply to **Claims** arising from the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures and away from the place where such substances are made.

War & Uprisings

Claims arising directly from:

- a) war, invasion, acts of foreign enemies, civil or military uprisings, hostilities (even if war is not declared), or government power being taken unlawfully; or

- b) property being taken, damaged or destroyed by a government or public or local authority.

Terrorism

Claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

Sanctions

Claims in respect of which and to the extent to which the trade or economic sanctions or other laws or regulations prohibit us from providing **Cover**.

Pollution

Claims arising directly or indirectly from the discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water.

Limits & GST

Cover under this **Policy** shall not exceed the **Policy Limit** for any one **Claim** or series of **Claims** (including **Covered Claims**) arising from the same or interrelated acts, errors or omissions. For the purposes of this **Policy**, all such **Claims** shall be deemed to have been made against **You** in the earliest **Period of Insurance** in which such a **Claim** is first made against **You** (or during which **You** first become aware of facts that might give rise to a **Claim**).

Where the same **Claim** is made against more than one of **You** then the limit is not increased by reason of the number of persons against whom the **Claim** is made.

Aggregate Policy Limit

Subject to the above and the following qualifications, **We** will provide **Cover** to a maximum of twice the **Policy Limit** for all **Claims Covered** by this **Policy**.

Aggregate Limit qualifications

To the extent permitted by law, if there is other insurance cover available to **You**, then subject to Section 45 of the Insurance Contracts Act, **Cover** in excess of one **Policy Limit** (up to a maximum of twice the **Policy Limit**) is only available for so much of the liability (otherwise **Covered** by this **Policy**) which is not **Covered** by such insurance.

Limit of Cover for Claim Investigation Costs

Where **Cover** is provided under this **Policy** for any **Claim**, then **Claim Investigation Costs** are payable in respect of that **Claim** in addition to the **Policy Limit** but only up to an amount equal to the **Policy Limit**. The aggregate amount **We** pay in total for **Claim Investigation Costs** for or in respect of all **Claims Covered** by this **Policy** does not exceed an amount equal to twice the **Policy Limit**.

Sub Limits

If this **Policy** or the **Schedule** indicates any **Sub Limits** for specific types of **Cover** under this **Policy**, then the applicable **Sub Limits** and not the **Policy Limit** apply only to these **Claims**. These **Sub Limits** are included within and not in addition to the **Policy Limit**.

GST Input Tax Credits

- a) Where and to the extent that **We** are entitled to claim an Input Tax Credit for a payment made under the **Policy**, then any monetary limit in the **Policy** on **Our** obligation to make such a payment, shall be net of **Our** entitlement to the Input Tax Credit.
- b) Where and to the extent that **You** are entitled to claim an Input Tax Credit for a payment required to be made by **You** as an **Excess**, then the amount of the **Excess** shall be net of **Your** entitlement to the Input Tax Credit.
- c) Where payment is made under this **Policy** for the 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** are, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is made.
- d) Where payment is made under this **Policy** as compensation instead of payment for the 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 under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

Claim Conditions

Investigation, defence and settlement of Claims

We must be told about Claims

You must tell **Us** in writing about any **Claim** or losses as soon as possible and while this **Policy** is in force. If this is not done, the **Your** right to **Cover** under this **Policy** may be affected.

Claims co-operation

Each of **You** must:

- a) diligently do, and allow to be done, everything reasonably practicable to avoid or lessen **Your** liability in relation to a **Claim** (or **Covered Claim**) or loss otherwise **Covered** by this **Policy**; and
- b) promptly give to **Us** all the help and information that **We** may reasonably require to:
 - (i) investigate, mitigate and defend a **Claim** or loss; and
 - (ii) determine **Our** liability under this **Policy**.

We can protect Our position

When **We** receive a notification of a **Claim**, or **Covered Claim**, then **We** can take whatever action **We** consider appropriate to protect **Our** position.

This does not, however:

- a) indicate that any of **You** is entitled to be **Covered** under this **Policy**; or
- b) prejudice **Our** rights under the **Policy** or at law.

We can manage the Claim (or Covered Claim) on Your behalf

We can:

- a) take over and defend or settle any **Claim** (or **Covered Claim**) in **Your** name; and
- b) claim in **Your** name, any right that **You** may have for contribution or indemnity.

You must not admit liability for or settle any Claim (or Covered Claim)

You must not:

- a) admit liability for, or settle any **Claim** (or **Covered Claim**); or
- b) incur any **Claim Investigation Costs** without first obtaining **Our** written consent. If **Our** prior written consent is not obtained, **Your** right to **Cover** under this **Policy** may be affected.

Your right to contest

If **You** elect not to consent to a settlement that **We** recommend and **You** want to contest or continue the dispute or legal proceedings, then **We** will only **Cover You** (subject to the **Policy Limit**) for:

- a) the amount **We** could have settled the matter for; less
- b) the relevant **Excess** specified in the **Schedule**; plus
- c) the **Claim Investigation Costs** calculated to the date **You** elected not to consent to the settlement.

Senior Counsel

Unless a Senior Counsel, that **We** and **You** both agree to instruct, advises that the **Claim** or **Covered Claim** should be contested, then to the extent permitted by law (subject to Section 43 of the Insurance Contracts Act) neither **We** nor **You** can require the other to contest any legal proceedings about a **Claim** if the other does not agree to do so.

In formulating his or her advice, Senior Counsel must be instructed to consider the economics of the matter, having regard to but not limited to:

- a) the damages and costs likely to be recovered; and
- b) the likely costs of defence; and
- c) **Your** prospects of successfully defending the **Claim** or **Covered Claim**.

The cost of Senior Counsel's opinion will form part of the **Claim Investigation Costs**.

If Senior Counsel advises that the matter should be or is appropriate to be settled and if the terms of settlement which **We** recommend are within limits which are reasonable (in Senior Counsel's opinion and in the light of the matters he/she is required to consider), then **You**:

- a) cannot (subject to the provisions herein under the heading "Your right to contest") object to the settlement; and
- b) must immediately pay the relevant **Excess** specified in the **Schedule**.

Payments to settle potential Claims

Any money **We** pay to settle anything which might give rise to a **Claim** (or **Covered Claim**), is taken to be:

- a) a payment to settle a **Claim** (or **Covered Claim**); and
- b) a payment for the purpose of calculating the total of all **Claims** (or **Covered Claims**) under this **Policy**.

Recovering money from Employees

We will not recover any amount paid out in respect of a **Claim** or loss under this **Policy** from any of **Your Employees** or former **Employees** unless the **Claim** (or **Covered Claim**) arose from dishonest, fraudulent, criminal or malicious acts or omissions of such **Employee** or former **Employee**.

Offsetting of costs & expenses You owe Us against what We owe You

If **We** incur costs or expenses above **Our** liability under the **Policy** for **Claim Investigation Costs**, then **You** must pay whatever amount is above that liability immediately **We** ask for it.

We can offset that payment due from **You** against (and deduct that amount from) any amount **We** must pay to or on behalf of

You under this **Policy**.

The Excess

- a) **We** only provide **Cover** (up to the **Policy Limit**) for that part of the **Covered Claim** above the **Excess** specified in the **Schedule**.
- b) There is no **Excess** for **Claim Investigation Costs** when **We Cover You** for this **Covered Claim**.
- c) Only one **Excess** is payable for any one **Claim** or series of **Claims** (including **Covered Claims**) arising from the same or interrelated acts, errors or omissions.

Advancement of Claim Investigation Costs

If **We** elect not to take over and conduct the defence or settlement of any **Claim**, then **We** will pay all reasonable and necessary **Claim Investigation Costs** provided that:

- a) **We** have not already denied indemnity under the **Policy**; and
- b) **Our** written consent is obtained prior to **You** incurring such **Claim Investigation Costs** (such consent not to be unreasonably withheld).

We reserve the right to recover any **Claim Investigation Costs** paid under this provision from **You**, in the event and to the extent that:

- a) **You** make an admission in writing of any fraudulent, dishonest, malicious or intentional conduct; or
- b) it is subsequently established, directly or indirectly, by admission, judgment or other final adjudication, that **You** were not entitled to **Cover** under this **Policy**.

Allocation

- a) If a **Claim** includes both matters which are **Covered** and matters which are not **Covered** by this **Policy**, then both **You** and **We** will allocate (based upon **Your** relative legal and financial exposures to matters **Covered** and matters not **Covered** by this **Policy**) any amounts which have been incurred by **You** or on **Your** behalf.
- b) If both **You** and **We** cannot agree on an allocation of such amounts incurred by **You** or on **Your** behalf then:
 - (i) **We** will advance such portion of the **Claim Investigation Costs** which **We** deem to be **Covered** under this **Policy**, unless and until a different and final allocation is mutually agreed upon between **You** and **Us** or is judicially determined.
 - (ii) **We** may, in **Our** sole discretion, pay amounts (other than amounts for **Claim Investigation Costs**) which **We** deem to be **Covered** under this **Policy**, unless and until a different and final allocation is mutually agreed upon between **You** and **Us** or judicially determined.

- (iii) any allocation of damages, **Claim Investigation Costs** or other amounts which are mutually agreed upon between **You** and **Us** or judicially determined in accordance with this provision will be applied retroactively to such amounts notwithstanding any prior payment or advancement, as the case may be, to the contrary.
- (iv) any allocation or advancement of **Claim Investigation Costs** will not apply to or create any presumption with respect to the allocation of amounts in respect of a **Claim**, other than in respect of **Claim Investigation Costs**.

Disclosure of information to Us in respect of the Cover and the Claim (or Covered Claim)

The solicitors instructed by **Us** for any **Claim** (or **Covered Claim**) can disclose to **Us** any information that they may receive in that capacity, wherever and from whomsoever they obtain it and notwithstanding that they may also be representing **You** in respect of the notified circumstance or **Covered Claim**. By claiming under this **Policy**, **You** (and any person entitled to indemnity under this **Policy**) authorise such solicitors to disclose this information to **Us**.

Additional Special Provisions for Misappropriation of Money, Dishonesty and Fraud

When the **Claim** under this **Policy** involves the theft or misappropriation of **Money** (excluding the theft or misappropriation from a trust account operated by the **Named Insured**):

- a) the **Cover** is subject to a **Sub Limit** of \$500,000 in the aggregate for all such **Claims**; and
- b) the **Cover** is subject to the **Policy** terms and conditions for **Claim Investigation Costs**, **We** also pay in addition to the **Sub Limit** specified in a) above, **Claim Investigation Costs** (but only up to an amount equal to the **Sub Limit**); and
- c) for any **Claim**, or **Claims** (including **Covered Claims**) arising from one act, error or omission, the aggregate **Cover** under this **Policy** for **Claims** involving or arising from the theft or misappropriation of **Money** shall not exceed the **Sub Limit** specified in a) above; and
- d) the **Named Insured** must pay only one **Excess** inclusive of **Claim Investigation Costs** for all **Covered Claims** involving or arising from the theft or misappropriation of **Money** arising from the one act, error or omission.

When the **Claim** under this **Policy** involves theft or misappropriation of money from a trust account operated by the **Named Insured**, then **We** only provide **Cover**, if:

- a) the trust account was audited at least annually by a qualified independent accountant; and

- b) all cheques prepared on that trust account are required to be signed by a **Principal** or two authorised people;
- c) all electronic fund transfers are required to be authorised by a **Principal** and accounts which are accessible on line are reviewed at least weekly.

You must take and continue to take all reasonable precautions to prevent any **Claim** arising from fraud or dishonesty and continue to perform all the supervision, controls, checks and audits reasonably practicable to avoid or lessen a **Claim** arising from fraud or dishonesty.

We deduct from any money **We** pay for a **Claim** or loss arising from fraud or dishonesty:

- a) the amount of any money which **You** would have paid to the fraudulent, dishonest, criminal or malicious person the subject of **Cover** under this **Policy**, if they had not been fraudulent, dishonest, criminal or malicious; and
- b) the amount of any money of, or to which the person referred to in paragraph a) above is entitled, which **You** hold (if **We** can do so by law).

Notwithstanding express **Cover** extensions for vicarious liability arising from fraud or dishonesty of **Employees**, there is no **Cover** under this **Policy** to any person or entity the subject of **Cover** under this **Policy**, for any **Claim** or loss directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions or conduct of which:

- a) any such person or entity had knowledge, or had reason to suspect, at or prior to the time of such acts or omissions; and
- b) failed to take any reasonable action to prevent.

There is no **Cover** under this **Policy** for any **Claim** arising from or related to or which involves any dishonest, fraudulent, criminal, malicious acts, errors or omissions or conduct.

For the purpose of this **Policy**, **Money** means local or foreign currency, coins, bank notes, cheques, travellers cheques, registered cheques, postal orders, money orders, negotiable instruments, bearer bonds or coupons, stamps and bullion.

General Provisions

Premium Payment

The **Cover We** provide in this **Policy** is subject to full payment of the Gross Premium as stated in the **Schedule**. If full payment of the Gross Premium is not made, there is no **Cover**.

Cover Beneficiaries

In so far as **Cover** is extended under this **Policy** to individuals and entities who are not a contracting party under this **Policy**, such **Cover** is subject to those individuals and/or entities (as the case may be) agreeing in writing within a reasonable time of

notification to **Us** of the **Claim** or **Covered Claim**:

- a) to be bound by the terms, conditions, exclusions and limits of this **Policy**;
- b) to be bound by obligations of utmost good faith as if they were a contracting party; and
- c) to be liable individually, and together with **You**, for paying the **Excess** (or any other payment due to **Us** under this **Policy**) in respect of any **Cover** provided to them under this **Policy**.

Loss Prevention

You shall, as a condition to **Cover** under this **Policy**, take all reasonable steps to prevent any act, error, omission or circumstance which may cause or contribute to any **Claim** or loss which may be **Covered** under this **Policy**.

Other Insurance Which May Cover The Risk

You must immediately advise **Us** in writing of any insurance already affected or which may subsequently be affected **Covering**, in total or in part and whether absolutely or contingently, the Liability, **Claim** Loss or **Claim Investigation Costs**, or any part of them, **Covered** by this **Policy**.

Material Change in the Risk

You must immediately advise **Us** in writing of any material change in the risk **Covered** by this **Policy**.

The Proposal – Severability and Non-imputation

The **Proposal** **We** were given by or on **Your** behalf before this **Policy** commenced, is taken to be a separate **Proposal** for each natural person or entity **Covered** under this **Policy**.

If there is any incorrect fact or misstatement in the **Proposal** that relates to one of **You** who is a natural person then, for the purposes of this **Policy**, **We** do not attribute it to any other of **You** who was not aware of the incorrect fact or misstatement.

Authority to accept notices & to give instructions

The person or entity first listed as the **Named Insured** in the **Schedule** is appointed as agent of:

- a) each of **You**; and
- b) any person or entity who is entitled to a benefit under this **Policy** (when they request **Cover** or suffer a loss under this **Policy**)

in all matters relating to this **Policy**, and to **Claims** or **Covered Claims** which are (or are to be) **Covered** by the **Policy**.

In particular (but without limitation) the person or entity first listed in the **Schedule**, as the **Named Insured**, is the agent for the following purposes:

- (i) to give and receive notice of **Policy** cancellation, to pay premiums and to receive any return premiums that may become due under this **Policy**; and
- (ii) to accept endorsements or other notices provided for in this **Policy**; and
- (iii) to give instructions to solicitors or counsel that **We** appoint or agree to, and to receive advice from them and to act on that advice; and
- (iv) to consent to any settlement that **We** recommend; and
- (v) to do anything that **We** or **Our** legal advisers think might help with the procedures set out in this **Policy** for settling and defending **Claims** or **Covered Claims**; and
- (vi) to give **Us** information relevant to this **Policy**, which **We** can rely on when **We** decide whether to accept the risk, and set the **Policy** terms or the premium.

De-registration

You must tell **Us** immediately in writing if **Your** statutory registration or licence, (which you are legally required to hold to provide **Healthcare Services**) is cancelled, suspended or terminated or has had conditions imposed during the **Period of Insurance** specified in the **Schedule**.

Payment in Australian dollars in Australia

All premiums and **Claims** must be paid in Australian dollars in Australia.

Law of the Policy

This **Policy** is governed by the law of the Territory or State where the **Policy** was issued (which is specified in the **Schedule**). The courts of that place have jurisdiction in any dispute about or under this **Policy**.

Territorial & Jurisdiction Limits

Cover under this **Policy** is not restricted by where anything giving rise to the **Claim** occurred. However, **Our Cover** is restricted in accordance with the Foreign Courts exclusion in this **Policy**.

Schedule must be included

This **Policy** is only legally enforceable if it includes a **Schedule** issued by **Us**.

Cancelling the Policy

You can cancel the Policy

You are entitled to cancel this **Policy** with effect from the date **We**

receive a written request to cancel the **Policy**, provided that any such cancellation is subject to the following terms:

- a) if a **Claim** has been paid under the **Policy** or if **You** have notified a **Claim** or facts which may give rise to a **Claim** under the **Policy** then no return premium is payable.
- b) if there has been no **Claim** made or notified under the **Policy** then **We** will be entitled to retain premium for pro-rata 'time on risk' subject to a minimum administration charge of \$250 plus applicable statutory charges.

We can cancel the Policy

- a) **We** may cancel this **Policy** at any time in accordance with the relevant provisions of Section 60 of the Insurance Contracts Act 1984, by giving notice in writing to **You** of the date from which cancellation is to take effect.
- b) **We** may deliver this notice to **You** personally, or post it by certified mail (to **Your** broker or to the address **You** last gave **Us**). Proof that **We** mailed the notice is sufficient proof that **You** received the notice.
- c) Under Section 60 of the Insurance Contracts Act 1984, **We** may cancel this **Policy** at any time where:
 - (i) it is in force by virtue of Section 58 of the Insurance Contracts Act 1984; or
 - (ii) it is an interim contract of general insurance.

After cancellation pursuant to this Clause, **We** will refund the premium for the time remaining on the **Policy**, less any non-refundable duties, unless any of **You** have made a fraudulent claim under the **Policy**.

How to read this Insurance Policy

a) Words with special meanings

Some of the words in this **Policy** wording have special meanings. These meanings can be found in the **Definition** Section of the **Policy** ('Words with special meanings'). If a word has a special meaning, it appears in this **Policy** in bold type and with a capital letter. These words may appear without bold type in endorsements in the **Schedule**.

b) Policy Interpretation

Except where the context otherwise requires it:

- a) the singular includes the plural and the plural includes the singular;
- b) if a word or phrase is defined, its grammatical forms have a corresponding meaning;
- c) words importing a gender include every other gender.

Definitions

Whenever the following words are used in this **Policy** in bold type and with a capital letter, they have the special meanings set out below. These words may appear without bold type in endorsements in the **Schedule**.

Civil Liability

Liability for the compensatory damages, costs and expenses which a civil court orders **You** to pay on a **Claim** (as opposed to criminal liability or penalties). It includes the legal costs of the person making the **Claim**, for which **You** become liable.

Claim (or Claims)

The receipt by **You** of:

- a) any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against **You**; or
- b) any written or verbal demand from a third party claiming compensation against **You**.

Claim Investigation Costs

The reasonable and necessary legal costs and expenses (other than regular or overtime wages, salaries or fees of any of **You**) incurred by **You** or on **Your** behalf with **Our** prior approval in the investigation, defence or settlement of any **Claim** or **Covered Claim** which is **Covered** by this **Policy** at the time the legal costs and expenses arise.

Clinical Trial

A Clinical Trial or research project approved by a properly constituted ethics committee in accordance with National Health and Medical Research Guidelines and conducted in accordance with any conditions and approvals made by that ethics committee.

Cover (and 'Covered')

Indemnity under this **Policy**.

Covered Claim

The:

- a) **Claims**, liabilities, losses, costs; or
- b) facts which may give rise to a **Claim**,

which **We** may **Cover** or agree to **Cover** under this **Policy**.

Documents

Documents of any nature including the electronically stored data, software or computer programs for or in respect of any computer

system; but not including bearer bonds, coupons, bank notes, currency notes or negotiable instruments.

Loss or damage to Documents does not include:

- a) loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or malware or from any design or programming defect in any computer program or computer operating system;
- b) normal wear and tear or the action of insects or rodents or other gradual process;
- c) documents lost, damaged or mislaid outside of Australia or New Zealand.

Employee

A natural person (including a **Practice Staff** member) who is not a **Principal**, but who is or was, at the time the relevant act, error or omission giving rise to the **Claim**, a person who is or was:

- a) a party to a contract of service with the **Named Insured** and is or was remunerated by the **Named Insured** for that service; or
- b) neither a party to a contract of service with the **Named Insured**, nor an independent contractor, but a party to a contract for services with the **Named Insured** for the provision of services to the **Named Insured** for reward; or
- c) a volunteer worker; or
- d) a student

and in respect of a), b), c) and d) above is (or was) at the time of the act, error or omission which gave rise to the **Claim** under **Your** direct control and supervision in the provision of **Healthcare Services**.

Enquiry (or Enquiries)

Any legal or quasi legal enquiry including coronial enquiry (into a matter arising out of the provision of **Healthcare Services** and such matter is the subject of and is not excluded from **Cover** under this **Policy**) in respect of which **You** are legally required to participate by reason of the fact that the body conducting the enquiry (including a regulatory, licensing or statutory body) has legal jurisdiction over **You** or any of **You** (either by reason of a statutory power or by reason of **Your** membership of a professional association which has the power to discipline its members).

Excess

The part **You** must pay of each **Covered Claim**.

Former Principal

A person who has been, but is no longer:

- a) a **Principal of You**; or
- b) the **Principal** of any firm or incorporated body declared in the **Proposal**, which previously conducted the **Healthcare Services** which is now being conducted by the **Named Insured**.

Healthcare Services

The Healthcare Services undertaken by **You** or on **Your** behalf which are specified as Professional Services in the **Schedule** including:

- a) any care, treatment, advice, service or goods provided by **You** in respect of the physical or mental health of a patient;
- b) a medical examination, medical report or medical opinion prepared by **You** at the request of a third party, such as a Lawyer, insurer or statutory body;
- c) to the extent that it provides medical information or medical advice, the provision or giving of education, a paid presentation or address or the publication of an article by **You** in a newspaper, newsletter or journal;
- d) any care, treatment, advice, service or goods provided by **You** to a person in an emergency that is necessary to stabilise that person or to prepare that person for transfer; or
- e) **Your** administrative services associated with any of the above.

Healthcare Professional

A person who provides **Healthcare Services** who is either:

- a) a Medical Practitioner; or
- b) a Health Practitioner; or
- c) any person who is practising in a recognised healthcare vocation in Australia where he or she is not required to be registered.

Health Practitioner

A person, other than a **Medical Practitioner**, who practises a healthcare related vocation and in order to practise that vocation is required to be registered under the laws of the Commonwealth or a State or Territory of Australia.

Intellectual Property

Copyright, design, patent, trade mark or moral right, including false attribution of authorship (under the Copyright Act 1968 Cth).

Known Circumstance

Any fact, situation or circumstance which:

- a) any of **You** was aware of at any time before this **Policy**

began or before this **Policy** was amended or endorsed; or

- b) a reasonable person in **Your** professional position would have thought, at any time before this **Policy** began or before this **Policy** was amended or endorsed,

might result in someone making an allegation against any of **You** in respect of a liability or loss that might be **Covered** by this **Policy** or any amendment or endorsement of this **Policy**.

Medical Practitioner

A person registered as a Medical Practitioner under the laws of the Commonwealth or a State or Territory of Australia.

Named Insured

Any person or entity expressly identified in the **Schedule** as the **Named Insured**

Period of Insurance

The 'Period of Insurance' specified in the **Schedule** – being the period between the inception date of this **Policy** and the expiry date of this **Policy** at 4.00 PM. The time being determined at the place where the **Policy** was issued.

Policy

The insurance contract made up of:

- a) this document;
- b) the **Schedule**; and
- c) the endorsements, if any, contained or referred to in the **Schedule**.

Policy Limit

The 'Policy Limit' specified in the **Schedule**.

Practice Entity

Any corporate entity that is in the business of providing **Healthcare Services** and which is wholly controlled or wholly owned by **You**.

Practice Staff

Any person engaged or employed by or otherwise working for **You** (other than a **Medical Practitioner** or **Healthcare Professional**) who is supervised or instructed in their activities by **You** at the time of an incident.

Principal

A sole practitioner, a partner of a firm, or a director of a company, which firm or company is **Covered** by this **Policy**.

Privacy Remediation Expenses

Reasonable and necessary expenses for:

- a) advertising or other media services;
- b) broadcast, electronic, printed, telecast or telephonic announcements, communications or notices; or
- c) public relation services incurred by **You** for the purpose of alerting a person, entity or regulatory authority where required by law following a **Privacy Breach** or a breach of the **Privacy Regulations**.

Private Practice

The provision of **Healthcare Services** to private patients. Private Practice does not include attending to private patients as an employee of a private hospital, medical Centre, clinic or similar entity or attending to any **Public Patient**, as an employee, at a public healthcare institution.

Proposal

The written proposal form (the date of which is specified in the **Schedule**) together with any other material which was given to **Us** by or on **Your** behalf, and relied on by **Us** to effect this **Policy**.

Publicity Campaign

A publicity and/or public relations campaign which is designed and implemented by a public relations consultant.

Public Patient

A person to whom a hospital or area health service has agreed to provide medical care, including medical, nursing and diagnostic services.

Run-Off Event

Any **Named Insured** which, during the **Policy Period**, ceases to exist or operate, or which is disposed of or merged with or acquired by another entity.

Schedule

The schedule to this **Policy** wording, which is issued by **Us**

Sub Limit(s)

The limit of **Cover** for each of the matters referred to in this **Policy** as being subject to a Sub Limit of **Cover**. If this **Policy** indicates any Sub Limits for specific types of **Cover** under this **Policy**, then the applicable Sub Limits and not the **Policy Limit** apply only to these **Claims**. These Sub Limits are included within and not in addition to the **Policy Limit**.

Subsidiary

Any company or other incorporated entity which, at the commencement of the **Period of Insurance**, and by virtue of Australian law was, or is, either directly or indirectly a subsidiary of any incorporated body identified in the **Schedule**.

Telehealth

The remote delivery of **Healthcare Services** via telecommunications technologies.

Terrorism

Any act, or preparation in respect of action, or threat of action designed to influence the government, whether de jure or de facto, of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

You / Your

Each of the following, individually and jointly:

- a) each person, firm or incorporated body (including **Practice Entity**) identified in the **Schedule** as a **Named Insured** and each **Principal** or **Former Principal** of any such firm or incorporated body; and
- b) any **Practice Entity** which is engaged in the provision of **Healthcare Services** and which is created and controlled, while this **Policy** is in force, by anyone identified in the **Schedule** as a **Named Insured**; and
- c) anyone who becomes a **Principal** of the **Named Insured** while this **Policy** is in force (but only in respect of work undertaken for or on behalf of the **Named Insured** firm or incorporated body); and
- d) any person, firm or incorporated body who is entitled to **Cover** under the terms of this **Policy** (as a beneficiary) including **Practice Staff**, any **Employee** or former **Employee**.

We or Us or Our

Pacific Indemnity Underwriting Solutions Pty Ltd