

Healthcare Practitioner Malpractice Summary of Cover

This is a limited summary of the cover available under this policy. Terms, conditions, limits and exclusions apply. For full details, please review the relevant policy wording in conjunction with the policy schedule any relevant endorsements. Our policy wordings are available on our website or on request.

This Policy covers the Named Insured and others specified in the policy, subject to the Policy Wording Terms, Conditions, Exclusions and limits, in respect of:

The provision of Healthcare in private practice:

We cover Claims for any civil liabilities (including arising from bodily injury and property damage), including but not limited to:

- Malpractice
- Unpaid volunteer and Good Samaritan Healthcare Services
- Breach of confidentiality
- Breach of privacy
- Defamation
- Intellectual property breaches
- Unintentional breaches of Warranty of Authority
- Misleading and deceptive conduct under ASIC Act 2001
- Breaches of the Competition and Consumer Act and the Fair Trading Acts (Australian & New Zealand)
- Loss of or damage to documents (to the full policy limit)
- Dishonest, fraudulent, criminal or malicious acts or omissions of persons for whom You are responsible - vicarious liability

Other cover arising from the provision of your Healthcare Services

- Tele-health Health Care Services
- Advice on Goods sold or supplied
- Public relations Cover (\$50,000 sub-limit)
- Vicarious Liability
- Continuous cover

Claims Costs

- Claims Investigation Costs (defence costs and expenses) paid in addition to the Policy Limit
- Advancement of Claims Investigation Costs before Policy Cover and Your liability is established
- Enquiries – legal costs cover, including for regulatory, licensing, disciplinary or coronial enquiries (\$250,000 sub-limit)
- Court attendance costs
- Medicare fraud defence and investigation costs
- Sexual Misconduct Defence Costs

Who is Covered

In addition to the Named Insured

- Your Practice Staff
- Prior Corporate Entities
- Automatic Cover for Mergers & Newly Acquired Subsidiaries
- Spouse, Domestic Partners, Estates, Administrators and Executors, and Legal Representatives
- Run-off Cover for Former Subsidiaries
- Run-off cover following mergers, acquisitions and winding up (until Policy expiry date)

Included Cover

- Automatic Reinstatement (Aggregate Limit) to twice the Policy Limit
- World Wide Territorial Limits
- Jurisdictional Limit Worldwide Excluding USA and Canada
- Electronic Health Records - Intellectual Property Breach
- Non-Renewal extended notification period
- Retroactive date is unlimited unless specifically specified
- Continuous cover
- Severability and non-imputation