



# Healthcare Malpractice Policy Wording

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## 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](http://www.pacificindemnity.com.au/privacy-policy)

**You** can access the Insurers privacy policies on their websites at:

[CGU.com.au/privacy](http://CGU.com.au/privacy) or [zurich.com.au/important-information/privacy](http://zurich.com.au/important-information/privacy)

### General Insurance Code of Practice

**We** proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the 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 resolving complaints **You** make about **Us**; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### 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 pays 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.

### CGU and Zurich

This **Policy** is jointly issued on a co-insurance basis whereby each insurer provides cover under the same terms and conditions but with a limited share of liability. Insurance Australia Limited ABN 11 000 016 722 AFSL 227681, trading as CGU Insurance (CGU) provides cover for 75% of the liability under this **Policy**. Zurich Australian Insurance Limited ABN 13 000 296 640 AFSL 232507 (Zurich) provides cover for 25% of the liability under this **Policy**.

#### CGU's contact details are:

Level 13, Tower Two, Darling Park,  
201 Sussex Street,  
Sydney NSW 2000  
Telephone. 1800 045 517

#### Zurich's contact details are:

118 Mount Street,  
North Sydney NSW 2060  
Telephone. 132 687

In the first instance, **You** should contact Pacific Indemnity in relation to this insurance.

### Pacific Indemnity

Pacific Indemnity Underwriting Solutions Pty Ltd ABN 14 606 511 639 AFSL 480863 (Pacific Indemnity) has developed this **Policy**, which is jointly underwritten by CGU and Zurich.

Pacific Indemnity has authority from CGU and Zurich, pursuant to a binder arrangement, to arrange, enter into/bind and administer this insurance (including handling and settling claims). This means that when issuing this **Policy**, Pacific Indemnity will be acting as an agent for CGU and Zurich, not for **You**.

**Pacific Indemnity's contact details are:**

Level 3,  
84 William Street,  
Melbourne, VIC 3000

PO Box 2, Collins Street West, Melbourne VIC 8007  
Telephone. (03) 9042 3506

**Wholesale only**

Pacific Indemnity Underwriting Solutions Pty Ltd is only licensed to offer or provide General Insurance products or services to wholesale clients as defined by the *Corporations Act 2001* (Cth).

## Policy Wording

### Insuring Clauses

**We** will pay to **You** or on **Your** behalf all awards of damages and awards of claimant's 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:

- are made against **You** during the **Period of Insurance**; and
- We** are told about in writing as soon as reasonably possible during the **Period of Insurance**; and
- 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 consumer protection provisions of the Competition and Consumer Act 2010 (Cth) and corresponding consumer protection provisions of New Zealand and Australian state and territories Fair Trading legislation and any antecedents to any of this legislation (but not for criminal liability in respect of any such matters);

- Misleading and deceptive conduct breaches under the Australian Securities and Investment Commission Act 2001(Cth);
- 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 **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 **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 take reasonable steps to ensure that they hold their own current malpractice insurance at all relevant times. Such other **Healthcare Professional(s)** or locum(s) are not **Covered** under this extension.

### Electronic Health Records Breach

**We** will **Cover You** for any **Claim** for **Civil Liability** directly arising from any unintentional breach of confidentiality owed by **You** to a patient arising from **Your** use of the 'My Health Record', as defined in the *My Health Records Act 2012 (Cth)* or under any amended, replacement, re-enactment, successor, equivalent or similar Federal or state and territory legislation.

### 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 as soon as reasonably possible, 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 any other policy of insurance but did not (for whatever reason) and have therefore lost an entitlement to indemnity, then this Continuous Cover extension does not apply to provide indemnity under this **Policy** to the extent that indemnity would have otherwise been available to **You** had you provided the notice required under that other policy of insurance.

**We** may reduce the amount **We** pay out under this extension by the amount that fairly represents the extent to which **Our** interests were prejudiced 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) where the **Policy** is endorsed or amended mid-term, arising from a **Known Circumstance** (from the effective date of the amendment or endorsement) to the extent that the **Claim** would not have been **Covered** by the **Policy** before such endorsement or amendment.

### 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 **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, Aircraft

**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; or
- 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 damages, fines or penalties.

## 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; or
- b) arising from any wilful breach of any statute, contract or duty by **You**; or
- 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**.

### 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.

### Sanctions

**We** will not be liable to provide any **Cover** or provide any benefit under this **Policy** (including any refund of premium), to the extent that such **Cover**, **Claim**, benefit or refund may contravene or expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## 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 (Cth), **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** will pay in total for **Claim Investigation Costs** for or in respect of all **Claims Covered** by this **Policy** shall 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

- 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.
- 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.

- 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 (Cth) in relation to that acquisition, whether or not that acquisition is made.
- 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 (Cth) had the payment been applied to acquire such goods, services or other supply.

## Claim Conditions

**You** have certain responsibilities that are set out in this section and in the **Policy**. These responsibilities also apply to any person that is **Covered** by the **Policy**.

If **You** do not meet these responsibilities, **We** may refuse to pay a **Claim** or **Covered Claim** or reduce **Cover** under the **Policy**. **We** may also decide to cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

The course of action **We** take when **You** fail to do any of these things will be considered in each circumstance based on what impact or effect **Your** failure to do so caused or contributed to the **Claim** or **Covered Claim** or changes **Our** liability under the **Policy**.

### 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 reasonably possible and while this **Policy** is in force. If this is not done, **Your** right to **Cover** under this **Policy** may be affected.

#### Claims co-operation

Each of **You** must:

- 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
- as soon as reasonably possible give to **Us** the help and information that **We** may reasonably require to:
  - investigate, mitigate and defend a **Claim** or loss; and
  - determine **Our** liability under this **Policy**.

**We** will only request information and documents relevant to handling **Your** claim and **We** will explain why it is needed.

### 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.

**We** will act reasonably in exercising this right. **We** will keep **You** reasonably informed and updated with the progress of any such matter.

### 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 (which will not be unreasonably withheld). 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 1984 (Cth)) 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) will be required to pay the relevant **Excess** specified in the **Schedule** as soon as reasonably possible.

### 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** will be required to pay whatever amount is above that liability as soon as reasonably possible after **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 the **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 the **Policy Limit** for all such **Claims**; and
- b) the **Cover** is subject to the **Policy** terms and conditions for **Claim Investigation Costs**, including the Limit of Cover for Claim Investigation Costs; 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 **Policy Limit**; and
- d) the **Named Insured** will be required to 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; and
- 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**. Otherwise, any outstanding premium or part thereof may be deducted from the amount **We** pay **You**.

### 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

This **Policy** shall apply in excess of and shall not contribute to any policy arranged by any other party which has been endorsed to name **You** as a beneficiary of cover under that policy and where **You** are a non-contracting party to that policy.

**You** must as soon as reasonably possible 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**.

### Responsibilities and notification of change of material risk

- a) **You** must as soon as reasonably possible advise **Us** in writing of a material change in the risk, including but not limited to notifying **Us** if any of the following occurs during the **Period of Insurance**:
  - (i) undertaking activities that are materially different from the **Professional Services**;
  - (ii) any cancellation or suspension, or loss of or condition imposed, upon any licence, registration or other authority required by **You** to conduct the **Professional Services**; or
  - (iii) **You** being insolvent, bankrupt or in liquidation; or
  - (iv) a **Run-Off Event**.



- b) When **We** receive notification of a change, **We** may decide to either:
  - (i) continue **Cover** with no change to the premium payable;
  - (ii) reduce the premium payable and return any refund to the **You**;
  - (iii) charge **You** an additional premium (**You** can cancel the policy if the additional premium is not acceptable); or
  - (iv) cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).
- c) It is important for **You** to know that **We** may make changes to this **Policy** as a result of a change in information. When there is a change, **We** will inform **You**.
- d) If **You** do not notify **Us** of a material change, **We** may refuse to pay a **Claim** or **Covered Claim** or reduce **Cover** under the **Policy**. **We** may also decide to cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).
- e) The course of action **We** take when **You** fail to notify **Us** of a material change will be considered in each circumstance based on what impact or effect **Your** failure to do so caused or contributed to the **Claim** or **Covered Claim** or changes **Our** liability under the **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** as soon as reasonably possible 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' 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 (Cth), 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 (Cth), **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 (Cth); 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.

## How to read this Insurance Policy

### 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**.

### 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.

### Paragraph Headings

The paragraph headings in this **Policy** are included for the purpose of references only and do not form part of this **Policy** for interpretation purposes.

### References to legislation

References to legislation in this **Policy** includes any amendment, replacement, re-enactment, successor, equivalent or similar legislation.

## 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 (which **We** will not unreasonably withhold) 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**, which shall not include any component of profit..

## 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** will be required to 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; or
- 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; or
- 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; or
- 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**) 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,

that are incurred solely to comply with a law, ordinance or regulation concerning the notification of others consequent upon the potential or actual unauthorised access to or unauthorised use by another person of an individual's personal information which is not publicly available.

## 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**.

### Senior Counsel

means a barrister in active practice who is entitled to use the post-nominals KC or SC in any one or more superior court in the Commonwealth of Australia.

### 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); and
- e) any **Practice Staff, Employee** or former **Employee**.

### We or Us or Our

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681, trading as CGU Insurance (CGU), Zurich Australian Insurance Limited ABN 13 000 296 640 AFSL 232507 (Zurich) and Pacific Indemnity Underwriting Solutions Pty Ltd ABN 14 606 511 639 AFSL 480863 (Pacific Indemnity) acting as agent for CGU and Zurich.