Change of Insurer – Endorsement

This endorsement is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this endorsement should be read with the last Policy You received for the Policy specified in your Policy Schedule and any other applicable endorsement.

Changes to your Policy

Your Policy is amended by the following:

**Change 1:** Change to details of CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291

All references to “CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291” are deleted and replaced by “Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance”.

**Change 2:** Change to details of CGU Insurance Limited

All references to “CGU Insurance Limited” are deleted and replaced by “Insurance Australia Limited trading as CGU Insurance”.

CGU2286  REV0 06/17

Insurer

Insurance Australia Limited
ABN 11 000 016 722 AFSL 227681
trading as CGU Insurance
Medical Establishments

Indemnity Insurance Policy

CGU
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Section 12 Cancelling the Policy

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12.2 We can cancel the policy
12.3 Refund of premium after cancellation
Section 1
How to Read This Insurance Policy

1.1 Some of the words in this insurance Policy have special meanings. These meanings can be found in Section 13 of the Policy (“Words with special meanings”). If a word has a special meaning, it appears in the Policy in bold type and with a capital letter.

Section 2
The Insurance Contract

2.1 We agree to provide the Cover described in this Policy upon full payment of the Gross Premium as stated in the Policy Schedule.

2.2 Before this Policy came into effect, We were provided with information by or on the behalf of the Insured (and those referred to in Section 4.2 of this Policy) in the Proposal, and perhaps in other ways. We have relied on this information to decide whether to enter into this contract and on what terms.

2.3 If any of that information is wrong or false, it may affect entitlement to Cover under this Policy.

2.4 This Policy is in force for the Period of Insurance stated in the Schedule.

2.5 If full payment of the Gross Premium as stated in the Schedule is not made, there is no Cover.

Section 3
The Cover We Provide

3.1 The cover we provide

We Cover the Insured up to the Policy Limit (see Section 5) for any Civil Liability to any third party which is incurred by the Insured arising from the provision of Health Care Services and which Claims:

a) are made against the Insured (or, those referred to in Section 4.2 of this Policy) while this Policy is in force; and

b) We are told about in writing as soon as reasonably possible while this Policy is in force; and

c) arise from an act, error or omission on or after the Retroactive Date specified in the Schedule.

3.2 The types of claims we cover

The Civil Liability We provide Cover for in this Policy includes (but is not limited to) the following types of Civil Liability Claims:

a) breach of duty (including a duty of confidentiality, a breach of privacy or a breach of fiduciary duty).

b) Good Samaritan Acts.

c) unintentional defamation.

d) loss of or damage to Documents which were in the Insured’s physical custody or control at the time of loss or damage.

e) vicarious liability of the Insured arising from the dishonest, fraudulent, criminal or malicious acts or omissions (including Medical Benefits Fraud) by person(s) otherwise the subject of Cover under this Policy (but there is no Cover to that person for these Claims).

f) unintentional infringement of Intellectual Property.

g) unintentional breaches of the Misleading & Deceptive Conduct provisions of Div 2 Part 2 of the Australian Securities and Investments Commission Act 2001, the consumer protection provisions of the Competition and Consumer Act 2010 (Cwlth) and corresponding consumer protection provisions of New Zealand and Australian State Fair Trading legislation (but not for criminal liability).

h) breach of warranty of authority committed, by or on behalf of the Insured, in good faith and in the belief of the person alleged to have committed the breach, that appropriate authority was held.

3.3 Claim investigation costs

In respect of Covered Claims and subject to Section 5.3, We also pay in addition to the Policy Limit (up to an amount equal to the Policy Limit) Claim Investigation Costs.
We only pay these, however, if either:

a) We incur them; or
b) the Insured incurs them after first obtaining Our agreement in writing and the costs and expenses are reasonable and necessary.

We are not obliged to defend, or to continue to defend, any Claim (or Covered Claim) or pay, or continue to pay, any costs or expenses associated with such defence, once the Policy Limit has been exhausted.

3.4 Employment Practices Liability Cover

Notwithstanding Section 6.9 and Section 6.21, We Cover the Insured, and each Employee (subject to the Specific Cover Limit set out in the Schedule for ‘Employment Practices Liability’ and the special provisions in Section 10 of this Policy), for Claims brought against the Insured or an Employee (including Claims brought by principals, partners, directors, officers and employees, contract or temporary workers of the Insured) for that Loss which the Insured is legally obliged to pay arising from:

a) discrimination against any Employee, former Employee or applicant for employment because of race, colour, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise;
b) wrongful dismissal of any Employee;
c) workplace harassment (whether sexual or otherwise) of an Employee;
d) breach of an implied term of an oral or written employment contract;
e) wrongful demotion, failure to promote, wrongful deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure of employment to an Employee;
f) wrongful refusal to employ a potential Employee;
g) defamation arising from employment related matters;
h) misleading misrepresentation or advertising as to the terms and conditions of employment;
i) denial of natural justice to an Employee in respect of any issue concerning his or her employment.

If no Specific Cover Limit is indicated in the Schedule for ‘Employment Practices Liability’, then no Cover is provided by this Policy for ‘Employment Practices Liability’.

3.6 Continuous Cover

We Cover the Insured, for any Claim otherwise Covered by this Policy, arising from a Known Circumstance (notwithstanding Section 6.1 of this Policy) if:

a) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such Known Circumstance; and
b) We were the professional liability insurer of the Insured when the Insured and/or those referred to in Sections 4.2 of the Policy first knew of such Known Circumstance; and
c) We continued without interruption to be the Insured’s professional liability insurer up until this Policy came into effect; and
d) had We been notified of the Known Circumstance when the Insured and/or those referred to in Sections 4.2 of the Policy first knew of it, the Insured would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the Insured would (but for Section 6.1 of this Policy) otherwise be Covered under this Policy; and
e) neither the Claim nor Known Circumstance has previously been notified to Us or any other insurer.

If the Insured was entitled to have given notice under any other policy of insurance and has an entitlement to indemnity in whole or in part, then this Section 3.6 does not apply to provide Cover under this Policy.

The Policy Limit of the Cover We provide under this Section 3.6 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.

3.7 Court attendance costs

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

a) payable to any Principal or Former Principal: $500.
b) payable to any Employee: $250.

No Excess shall apply to this Section 3.7

3.8 Advancement of claims investigation costs

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

a) We have not already denied Cover under the Policy; and
b) Our written consent is obtained prior to the Insured incurring such Claims Investigation Costs (such consent not to be unreasonably withheld).

We reserve the right to recover any Claims Investigation Costs paid under this Section 3.8 from the Insured and/or those referred to in Sections 4.2 of the Policy on whose behalf or for whose benefit Claims Investigation Costs were paid, in the event and to the extent that:

i) the Insured and/or those referred to in Sections 4.2 of the Policy makes an admission in writing of any
fraudulent, dishonest, malicious or intentional conduct (within the meaning of Section 6.11); or

ii) it is subsequently established, directly or indirectly, by judgment or other final adjudication, that the Insured and/or those referred to in Sections 4.2 of the Policy, was not entitled to Cover under this Policy.

3.9 Statutory Liability Cover
Notwithstanding Sections 6.10 and 13.2, We will to the extent permitted by law provide Cover to the Insured (and/or those referred to in Section 4 of this Policy), against any:

a) Penalty payable by the Insured (and/or, those referred to in Section 4 of this Policy) as a result of a criminal or civil proceeding in respect of an offence under an Act which proceeding:
   i) is served upon the Insured (and/or those referred to in Section 4 of this Policy) while this Policy is in force; and
   ii) We are told about in writing as soon as reasonably practicable while this Policy is in force; and
   iii) arises from an act, error or omission on or after the Retroactive Date specified in the Schedule which occurred in the provision of Health Care Services.

b) Statutory Liability Defence Costs incurred in connection with proceedings specified in paragraph a) above.

Our total liability under the Policy for the payment of any and all Penalties and Statutory Liability Defence Costs shall not exceed $500,000 in the aggregate, which is included within and not in addition to the Policy Limit.

Notwithstanding the above, We do not Cover Penalties, (or losses or liabilities) or any costs associated with any action or proceeding arising out of the alleged failure of the Insured (and/or, those referred to in Section 4 of this Policy) to comply with any lawful consent, demand, determination, memorandum, notice, order, schedule or the like issued under an Act.

For the purposes of this Policy,

i) ‘Act’ shall mean any of the following legislation:
   1. Competition and Consumer Act 2010;
   2. The Privacy Act 1988;
   3. The Corporations Act 2001;
   4. The Associations Incorporation Acts of the States and Territories of Australia;
   5. The Occupational Health & Safety legislation of any State or Territory of Australia or the Commonwealth of Australia,

   including any amendment to, replacement or re-enactment of, the statutes, any regulation or other subordinate legislation made under any of these statutes, and in respect of 1. to 5. above, any equivalent legislation of a State or Territory of Australia.

ii) ‘Penalty’ shall mean a monetary fine or penalty prescribed under an Act but excludes any amounts payable or calculated by reference to:
   1. compensation;
   2. compliance, remedial, reparation or restitution costs;
   3. exemplary or punitive damages;
   4. any consequential economic loss.

iii) ‘Statutory Liability Defence Costs’ shall mean legal costs and expenses of investigating, defending or settling any proceeding specified in paragraph a) above which:
   1. We incur; or
   2. the Insured incurs after first obtaining Our agreement in writing and the costs and expenses are reasonable and necessary.

We reserve the right to recover any Statutory Liability Defence Costs paid under this Section 3.9 from the Insured and/or those referred to in Sections 4.2 of the Policy on whose behalf or for whose benefit Statutory Liability Defence Costs were paid in the event and to the extent that:

1. the Insured and/or those referred to in Sections 4.2 of the Policy make an admission in writing of any fraudulent, dishonest, malicious or intentional conduct (within the meaning of Section 6.11); or
2. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that the Insured and/or those referred to in Sections 4.2 of the Policy, was not entitled to Cover under this Policy.

Notwithstanding Item 7.2 of the Schedule, the Excess applicable to this Section 3.9 is $5,000 for each and every Penalty inclusive of Statutory Liability Defence Costs.

3.10 Run-off cover for insured until the end of the policy period
In the event that a Run-Off Event occurs during the Period of Insurance stated in the Schedule, to the Insured (and/or those referred to in Section 4.2 of this Policy), the Cover provided by this Policy with respect to such entity shall continue until the expiry date of this Policy 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.

3.11 Public Relations Cover
We will pay the reasonable and necessary fees, costs and expenses of a public relations consultant retained by the Insured 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 the reputation of the Insured in consequence of a Claim or Covered Claim arising from the performance or provision of Health Care Services.

Our total liability for the payment of such fees, costs and expenses of a public relations consultant under the Policy shall not exceed $50,000 in the aggregate, which is included within and not in addition to the Policy Limit.

Notwithstanding Item 7.2 of the Schedule, the Excess applicable to this Section 3.11 is $1,000 for each and every Publicity Campaign.
3.12 Fidelity Cover

a) We Cover the Insured for any Fidelity Loss (see also Sections 8 and 9) where such Fidelity Loss:
   i) is sustained by reason of any dishonest or fraudulent conduct of an Employee or student;
   ii) is first discovered by the Insured during the Period of Insurance;
   iii) We are told about in writing as soon as reasonably practicable during the Period of Insurance; and
   iv) is caused by dishonest or fraudulent conduct committed by an Employee or student within a period of thirty six (36) months before being first discovered by the Insured;

b) The Excess applies to each and every Fidelity Loss resulting from each separate dishonest, fraudulent, malicious or illegal act or omission committed by an Employee or student;

c) The amount of the Excess for "Fidelity Cover" specified in the Schedule when We provide Cover for a Fidelity Loss which We Cover under Section 3.12 of this Policy. The Insured must also pay this Excess when We provide Cover for Claim Investigation Costs for Fidelity Losses under Section 3.12.

d) The Insured shall give written notice, including affirmative proof of any Fidelity Loss with full particulars to Us of any Fidelity Loss, within the Period of Insurance. The Insured shall bear the costs and expenses of establishing the nature and extent of the Fidelity Loss. We will be under no obligation to provide Cover until We are satisfied that such Fidelity Loss has in fact been sustained.

e) Cover is subject to the Specific Cover Limit set out in the Schedule for 'Fidelity Cover'. If no Specific Cover Limit is indicated in the Schedule for 'Fidelity Cover', then no Cover is provided by this Policy for Fidelity Losses.

3.13 Fund raising & social activities

We Cover the Insured, for any Civil Liability Claims arising from fund raising and social activities of any social club or committee of the Insured where such activities have been sanctioned by, and are conducted for the benefit of, the Insured. This Policy however does not Cover any Claim arising from or which involves or relates to bodily injury or property damage.

3.14 Vicarious liability for medical practitioners

We Cover the Insured, for any Claim otherwise Covered by this Policy arising from the Insured's vicarious liability for and non-delegable duty of care in respect of the provision of Health Care Services by Medical Practitioners.

3.15 Molestation Defence Costs Cover

Notwithstanding Section 6.21, We will to the extent permitted by law, pay all reasonable and necessary Claim Investigation Costs of investigating, defending or settling any Claim or Enquiry otherwise excluded by Section 6.21 in so far as such conduct was committed or allegedly committed by an Employee or student in the course of the provision of Health Care Services provided that:

   a) nothing in this Policy shall require Us to Cover any Employee or student who has allegedly committed any of the conduct specified in Section 6.21; and
   b) if We elect not to take over and conduct the investigation, defence or settlement of the Claim or Enquiry, Our written consent is obtained prior to the Insured incurring such Claim Investigation Costs (such consent not to be unreasonably withheld);
   c) Cover under this Section 3.15 is limited to $250,000 in the aggregate for such Claim Investigation Costs. This is included within and not in addition to the ‘Specific Cover Limit’ specified in the Schedule for Section 3.5, nor in addition to the Policy Limit;
   d) The Excess in respect to such Claim Investigation Costs is $20,000 each and every Claim or Enquiry.

e) We reserve the right to recover any such Claim Investigation Costs from such Employee or student alleged to have committed any of the conduct specified in Section 6.21:
      i) if the Employee or student makes an admission in writing of any conduct of the type specified in Section 6.21; or
      ii) in the event and to the extent that it is subsequently established, directly or indirectly, by judgment, finding or final adjudication, that the Employee or student has committed conduct of the type specified in Section 6.21.

3.16 Extended notification period

a) In the event that this Policy is not renewed or is cancelled for any reason other than non-payment of premium then the Insured has until such time that the Insured effects 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 the Insured (and/or those referred to in Section 4.2 of this Policy) while this Policy is in force;

b) Cover under this Section 3.16:
      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 the Insured (and/or those referred to in Section 4.2 of this Policy) 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.

3.17 Free legal consultation

During the Period of Insurance the Insured is entitled to up to two hours in total of free legal advice from the appointed firms and nominated practitioners listed in the Schedule on any and all matters relating to the Health Care Services subject always to the following:

a) the Schedule must be presented to the legal practitioner when requesting legal advice under this Section 3.17. If the Schedule is not presented then no legal advice can be sought under this Section 3.17.
b) the legal practitioner will sign off in the Schedule the free legal advice time units used in connection with the matter.

c) entitlement to legal advice is limited to a maximum of two hours in total per Period of Insurance and any unused hours or part thereof cannot be aggregated from one policy period to another.

d) We reserve the right to change the appointed firms or nominated practitioners at any time. Changes to the appointed firms and nominated practitioners will be notified to the Insured on request.

e) the Insured may not seek under this Section 3.17 legal advice on this Policy or other indemnity issues concerning insurance policies issued by Us.

f) if Cover under this Policy is sought by the Insured in respect of any matter on which the Insured has sought legal advice under this Section 3.17 from the appointed firm or nominated legal practitioner, the Insured authorises Us (at Our discretion) to engage the appointed firm to represent the Insured and authorises the appointed firm when engaged to disclose to Us any information obtained in the course of tendering advice to the Insured. To the extent necessary, the Insured (and/or, those referred to in Section 4.2 of this Policy) waive as between Us and them all claims to legal professional privilege.

Section 4
Who is Covered

4.1 Insured

We Cover the Insured named in the Schedule (and as defined in Section 13 of the Policy) for Claims and Covered Claims of the type and on the basis specified in Section 3, arising from the provision of Health Care Services.

The provision of Health Care Services by or on behalf of the Insured includes, for the purpose of this Policy, acts, errors or omissions of agents or consultants of the Insured in the provision Health Care Services and for which the Insured is liable. Such agents and consultants, however, are not Covered by this Policy.

4.2 Others

In addition, We Cover the following for Claims or losses and costs of the type and on the basis specified in Section 3 of this Policy:

a) Employees (and former Employees)

Employees (and former Employees) of the Insured in respect of Civil Liability arising from the provision of Health Care Services but not in respect of Claims or losses under Section 3.2 e) of this Policy. This Policy, however, does not provide Cover to Medical Practitioners.

b) Students

Tertiary students who are or have been assigned to the Insured in respect of the provision of Health Care Services while under the direct supervision and control of the Insured.

c) Principals Incoming

Notwithstanding Section 6.3 e) Principals of the Insured in respect of Civil Liability arising in their capacity as a principal of a prior establishment disclosed in the Proposal, (practising in the same health care discipline as the Insured) in respect of Claims arising from the provision on behalf of the prior establishment of Health Care Services of the type Covered under this Policy.

d) Prior Corporate Entities

Corporate entities through which the Insured previously traded, arising from the provision of Health Care Services.

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

e) Mergers & Acquisitions, Former Subsidiaries

i) Entities (practising in the same health care discipline as the Insured) in respect of Claims arising from the provision of Health Care Services of substantially the same type of those Covered by this Policy which are merged with or acquired by the Insured while this Policy is in force. This Cover is only for a maximum of thirty days from the date of the merger or acquisition.
Section 5
Limits to the Amount of Cover

5.1 The policy limit

The Policy Limit applies to any one Claim and, subject to this Section 5, it applies to the total of all Claims and Covered Claims Covered by this Policy.

5.2 Reinstatement of the policy limit

The Policy Limit is the maximum amount We will Cover the Insured for in respect of any one Claim. Subject to the following limitations, We will provide Cover to a maximum of twice the Policy Limit for all Claims Covered by this Policy.

a) Limits on reinstatement

However:

i) We do not provide Cover for an amount in the aggregate more than the Policy Limit (or the Specific Cover Limits) for losses under Sections 3.4, 3.5 or 3.12.

ii) the aggregate 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 act(s), error(s) or omission(s).

iii) if there is extra insurance in excess of the limit of this Policy, then 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) as is not covered by the extra insurance.

b) Limit of cover for Claim Investigation Costs

Where Cover is provided under this Policy for any Claim, then Claim Investigation Costs are paid in respect of that Claim up to an amount equal to the Policy Limit in accordance with Section 3.3 of this Policy. 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.

5.3 Cover for claim investigation costs if the policy limit is exceeded

If the amount that has to be paid to dispose of, settle or finalise a Claim exceeds the Policy Limit, then We only pay for the same proportion of the Claim Investigation Costs as the Policy Limit bears to the amount to be paid to dispose of, settle or finalise the Claim. But We never pay more than the Policy Limit.

5.4 Limit if multiple persons covered

The Policy Limit does not increase if there is more than one person, firm or incorporated body Covered under this Policy, or if more than one insured person or incorporated body causes or contributes to the Claim.

4.3 Cover to estates and legal representatives

If an Insured, or anyone entitled to Cover under this Policy, dies or becomes legally incompetent or insolvent, We Cover the estate, legal representative or assigns of the Insured, or the party entitled to Cover, to the same extent as Cover would otherwise have been available to the Insured.

4.4 Joint venture

a) If the name of a Joint Venture is included in the Schedule, under ‘Joint Ventures’, then We Cover the Insured for the Insured's liability in respect of that Joint Venture as otherwise Covered by this Policy.

b) If the name of the Joint Venture is not included in the Schedule under ‘Joint Ventures’, then We Cover the Insured only for the acts, errors or omissions of the Insured (and/or those referred to in Section 4.2 of the Policy) arising from the provision of Health Care Services as otherwise Covered by this Policy.
5.5 Specific cover limits

If the Schedule indicates any Specific Cover Limits for specific types of Cover under this Policy, then the applicable Specific Cover Limits and not the Policy Limit apply to Specific Cover Claims and Covered Claims. The Policy Limit still applies to all other Claims and Covered Claims individually and in the aggregate (including Claims and Covered Claims for which Specific Cover Limits apply, which are included within, and not in addition, to the Policy Limit).

5.6 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 a payment of this kind, shall be net of Our entitlement to the Input Tax Credit.

b) Where and to the extent that the Insured is entitled to claim an Input Tax Credit for a payment required to be made by the Insured as an Excess, then the amount of the Excess shall be net of the entitlement of the Insured 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 the Insured is, 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 the Insured 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.

Section 6
What is Not Covered

6.1 Known claims and known circumstances

a) Known at the inception date of this Policy; or
b) Arising from a Known Circumstance; or
c) Directly or indirectly based upon, attributed to or in consequence of any Known Circumstance or Known Claims or Covered Claims; or
d) Disclosed in the Proposal or arising from 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/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/endorsement.

6.2 Foreign courts

a) First brought in a court outside Australia or New Zealand (or outside any country specified in the ‘Jurisdictional Limits’ in the Schedule); or
b) Brought in a court within Australia or New Zealand to enforce a judgement handed down in a court outside Australia or New Zealand; or
c) Where the proper law of a country other than Australia or New Zealand (or any country specified in the ‘Jurisdictional Limits’ of the Schedule) is applied to any of the issues in any Claim or Covered Claim, Covered by this Policy.

6.3 Assumed duty or obligation

a) Alleging 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) About circumstances where a right of contribution or indemnity has been given up by an Insured; or
c) About circumstances where someone has done work or provided services under an arrangement or an agreement with the Insured which limits any potential right for the Insured to receive contribution or indemnity from that person; or
d) Arising from any Civil Liability which the Insured agrees to accept in connection with the provision of Health Care Services which is more onerous than that which the Insured would otherwise have at common law; or
e) Arising from any business not conducted for or on behalf of the Insured firm or incorporated body.
6.4 Related parties

a) Against the Insured brought by or on behalf of:
   i) any of the persons or entities specified in Section 4 of the Policy; or
   ii) any company in respect of which the Insured or any person or party specified in a) i) above holds (beneficially or otherwise) more than 10% of the voting shares or rights and/or an executive role; or
   iii) any trust in respect of which the Insured or any person or party specified in a) i) above is a trustee and/or beneficiary and/or has a direct or indirect financial interest; or
   iv) any other person, firm or incorporated body having control of over 10% or more of the voting shares or rights or has an executive role in the operation of the Insured.

b) By or on behalf of the any of the persons or entities specified in Section 4 against any of the persons or entities specified in Section 4.

6.5 Refund of professional fees and trading debts

a) For (or calculated by reference to) the refund of professional fees or charges (by way of damages or otherwise);

b) For the costs and expenses incurred by or on behalf of the Insured in complying with any contractual obligations or making good any faulty product;

c) Arising directly or indirectly from the provision of cost guarantees, estimates of probable costs, estimates of probable financial savings or contract price or cost estimates being exceeded;

d) Arising from a liability to pay trading debts, or the repayment of any loan.

6.6 Profit

Incurred by or on behalf of the Insured (other than as Covered by Sections 3.3, 3.5 and 3.12 of this Policy) which is not a liability to a third party. In particular, there is no Cover under this Policy for any component of profit derived or derivable by the Insured from the sale or supply of any goods, services or rights by or on behalf of the Insured.

6.7 Insolvency

Directly or indirectly arising out of or in any way connected with the Insured's insolvency, bankruptcy or liquidation.

6.8 Goods & workmanship

Directly or indirectly arising from:

a) the manufacture, installation, assembly, processing, sale or supply of goods by or on behalf of the Insured; or

b) workmanship in manufacture, fabrication, construction, erection, installation, assembly, alteration, servicing, remediation, repair, demolition or disassembly (including any materials, parts or equipment furnished in connection therewith) by or on behalf of the Insured, or from supervision of such workmanship by an Insured.

Notwithstanding the above, this Exclusion shall not apply to such Claims or Covered Claims directly arising from a breach of a professional duty of care during the actual provision of Health Care Services.

6.9 Employers' Liability, Directors' & Officers' Liability, Occupiers' Liability, Motor, Marine, etc.

a) Directly or indirectly based upon, attributable to or in consequence of the Insured's liability as an employer; or

b) Bodily injury (including mental anguish or emotional distress), sickness, disease or death of any employee, apprentice, contractor, volunteer or any worker who is under the direction, control and/or supervision of the Insured or for whose workplace safety the Insured is responsible;

c) Arising out of or in respect of actual or alleged unlawful discrimination (or other unlawful act, error or omission) by any Insured against any Employee or employment applicant.

d) If an Insured is either an incorporated body or a director or officer of an incorporated body, arising from any act, error or omission of a director or officer of that incorporated body while acting in that capacity; or

e) Arising from occupation (or alleged occupation) of land or buildings by an Insured; or

f) Arising from or in respect of an Insured's liability as an owner or operator of any aircraft, marine craft or motor vehicles of any kind.

6.10 Punitive & exemplary damages

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

6.11 Intentional damage

Subject Section 3.2(a):

a) arising from acts, errors or omissions by the Insured with the intention of causing a third party loss, damage or injury, or with reckless disregard for the consequences; or

b) arising from any willful breach of any statute, contract or duty by an Insured.

6.12 Deregistration

In so far as the Insured is required by law to maintain a statutory registration in order to be entitled to practice or provide the Health Care Services, Claims or Covered Claims arising from acts, errors or omissions by or of behalf of the Insured which occurred at a time when such registration was not held, was cancelled or suspended or was otherwise not current and valid.

6.13 Asbestos

Which would not have arisen but for the existence of asbestos.

Notwithstanding the above, this Exclusion shall not apply to such Claims or Covered Claims arising from the provision of Health Care Services for the treatment of asbestos related diseases or illnesses.
6.14 Radioactivity & nuclear hazards

A rising from:

a) ionising radiations or contamination by radioactivity from any nuclear material; or

b) the hazardous properties of any nuclear explosive, assembly or component.

Notwithstanding the above, this Exclusion shall not apply to Claims or Covered Claims arising from the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures arising from the provision of Health Care Services by or on behalf of the Insured and away from the place where such substances are made.

6.15 War and uprising

A rising 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.

Notwithstanding the above, this Exclusion shall not apply to such Claims or Covered Claims arising from the provision of Health Care Services by or on behalf of the Insured for any bodily injury (including mental anguish or emotional distress), sickness or disease caused by any of the acts specified in paragraph a) above.

6.16 Terrorism

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.

Notwithstanding the above this Exclusion shall not apply to such Claims or Covered Claims arising from the provision of Health Care Services for any bodily injury (including mental anguish or emotional distress), sickness or disease caused by Terrorism.

6.17 Pollution

A rising 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.

6.18 Medical practitioners

Against Medical Practitioners regardless of whether such Medical Practitioners are employed by the Insured, acting as a contractor of the Insured entity or in any other capacity.

6.19 Euthanasia

A rising directly out of any procedure or advice rendered concerning euthanasia.

6.20 Services rendered under the influence of intoxicants or narcotics

A rising from any services rendered by any person, while under the influence of intoxicants or narcotics or from any alleged failure to render services competently or at all because of such influence.

For the purpose of this Exclusion, the term intoxicants shall not include a headache tablet, aspirin, or other medication prescribed for the person, by a Medical Practitioner for a medical condition, provided that such medication does not, as a usual side effect, induce fatigue or reduce competency or otherwise affect the Insured or such person in the provision of the Health Care Services Covered by this Policy.

6.21 Sexual and other misconduct

Directly or indirectly related to, based upon, attributable to or in consequence of any actual or alleged molestation of, interference with, bullying of, mental abuse of or physical abuse of any person.
Section 7
Investigation, Defence and Settlement of Claims

7.1 We must be told about claims
The Insured must tell Us in writing about a Claim or loss as soon as possible and while this Policy is in force. If this is not done the Insured's right to Cover under this Policy may be affected.

7.2 Claims cooperation
Each Insured must:

a) diligently do, and allow to be done, everything reasonably practicable to avoid or lessen the Insured's liability in relation to a Claim or Covered Claim or loss otherwise Covered by this Policy;

b) immediately give Us all the help and information that We reasonably require to:
   i) investigate and defend a Claim or loss; and
   ii) determine Our liability under this Policy.

7.3 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 Insured is entitled to be Covered under this Policy; or

b) prejudice Our rights under the Policy or at law.

7.4 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 they receive in that capacity, wherever they obtain it from. By claiming under this Policy the Insured authorises such solicitors to disclose this information to Us.

7.5 We can manage the claim (or covered claim) on the Insured’s behalf
We can:

a) take over and defend or settle any Claim (or Covered Claim) in the Insured’s name; and

b) claim in the Insured's name, any right the Insured may have for contribution or indemnity.

7.6 An Insured must not admit liability for or settle any claim (or covered claim)
An Insured must not:

a) admit liability for, or settle any Claim (or Covered Claim); or

b) incur any costs or expenses for a Claim (or Covered Claim) without first obtaining Our consent in writing. If Our prior consent is not obtained, the Insured's right to Cover under this Policy may be affected.

7.7 Insured’s right to contest
If an Insured elects not to consent to a settlement that We recommend and wants to contest or continue the dispute or legal proceedings, then We only Cover the Insured (subject to the Policy Limit) for:

a) the amount We could have settled the matter for; less

b) the relevant Excess listed in the Schedule; plus

c) the Claim Investigation Costs calculated to the date the Insured elected not to consent to the settlement.

7.8 Senior counsel
a) Unless a Senior Counsel, that We and the Insured both agree to instruct, advises that the Claim or Covered Claim should be contested, then neither We nor the Insured can require the other to contest any legal proceedings about a Claim if the other does not agree to do so.

b) In formulating his or her advice, Senior Counsel must be instructed to consider the:
   i) economics of the matter having regard to but not limited to the;
      1. damages and costs likely to be recovered; and
      2. likely costs of defence; and
   ii) Insured’s prospects of successfully defending the Claim or Covered Claim.

c) The cost of Senior Counsel’s opinion will form part of the Claim Investigation Costs.

d) 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 the Insured:
   i) cannot (subject to Section 7.7) object to the settlement; and
   ii) must immediately pay the relevant Excess listed in the Schedule.

7.9 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 in addition,

b) a payment for the purpose of calculating the total of all Claims or Covered Claim under this Policy.

7.10 Recovering money from employees
We must not recover any amount paid out in respect of a Claim or Covered Claim under this Policy from any student, Employee or former Employee unless the Claim or Covered Claim arose from dishonest, fraudulent, criminal or malicious acts or omissions of by the student, Employee or former Employee.
7.11 Offsetting of costs & expenses the insured owes us against what we owe insured

If we incur costs or expenses above our liability under the policy for claim investigation costs, then the insured must pay whatever amount is above that liability immediately. We can offset that payment due from the insured against (and deduct that amount from) any amount we must pay to or on behalf of the insured under this policy.

7.12 The excess

a) We only cover the insured (up to the policy limit) for that part of the covered claim above the excess.

b) There are different excesses that may be applicable, depending on the type of covered claim involved, which the insured must pay:

i) the amount of the excess for Australia and New Zealand jurisdictions specified in the schedule if the covered claim arises under the jurisdiction of an Australian or New Zealand court. The insured must also pay this excess when we provide cover for the claim investigation costs of this covered claim if the schedule states “costs inclusive”. There is no excess for claim investigation costs when we cover an insured for this covered claim if the schedule states “costs exclusive”.

ii) the amount of the excess for other jurisdictions specified in the schedule if the covered claim arises under the jurisdiction of a court other than of Australia or New Zealand. The insured must also pay this excess when we provide cover for claim investigation costs for the covered claim.

iii) the amount of the excess for costs of enquiries specified in the schedule when we provide cover for legal costs and expenses associated with an enquiry which we cover under section 3.5 of this policy.

iv) the amount of the excess for ‘Employment Practices Liability’ specified in the schedule when we provide cover for an employment practices liability claim which we cover under section 3.4 of this policy. The insured must also pay this excess when we provide cover for claim investigation costs for covered claims under section 3.4.

v) only one excess for all covered claims or losses covered by this policy arising from the same act, error or omission.

c) In the event of a claim, covered claim or loss arising from separate acts, errors or omissions, then an excess shall apply in respect of each such act, error or omission.

7.13 Loss prevention

The insured 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.

7.14 Other insurance which may cover the risk

The insured must immediately advise us in writing of any insurance already effected or which may subsequently be effected covering, in total or in part and whether absolutely or contingently, the risk, or any part of it, covered by this policy.

7.15 Material change in the risk

The insured must immediately advise us in writing of any material change in the risk covered by this policy.
Section 8
Special Provisions for Dishonesty and Fraud or Fidelity

8.1 When a Claim under Section 3.2 e) or Fidelity Loss under Section 3.12 involves theft or misappropriation of money, then We only provide Cover if:
   a) the Insured kept a separate trust account for that money, and the 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.

8.2 The Insured must take all reasonable precautions to prevent any loss and continue to prevent any loss and continue to perform all the supervision, controls, checks and audits reasonably practicable to avoid or lessen a Claim Covered by Section 3.2 e) or Fidelity Loss under Section 3.12.

8.3 We deduct from any money We pay for a Claim or loss under Section 3.2 e) or Fidelity Loss under Section 3.12:
   a) the amount of any money which the Insured 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 persons referred to in paragraph a) above is entitled which the Insured holds (if We can do so by law).

8.4 Notwithstanding Sections 3.2 e) and Section 3.12, 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 of which:
   a) an Insured 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.

8.5 There is no Cover under this Policy for any Claim or Fidelity Loss arising from or related to or which involves any dishonest, fraudulent, criminal, malicious acts, errors or omissions other than as Covered pursuant to Section 3.2 e) and Section 3.12 of this Policy.

Section 9
Additional Special Provisions for Fidelity Cover

In relation to Section 3.12 only:

9.1 We do not Cover:
   a) any Fidelity Loss sustained outside of Australia or New Zealand or any loss arising directly or indirectly from any loss sustained outside of Australia or New Zealand.
   b) any Fidelity Loss the existence of which has only been established by profit and loss figures or by inventory calculations (including stock-takes).
   c) any costs incurred by the Insured in re-writing, amending or re-installing the Insured’s computer programs or systems.
   d) any consequential loss arising from any dishonest or fraudulent acts or omissions of any Employee.
   e) any Fidelity Loss caused by or contributed to by an Employee who was not employed by the Insured when the act or omission which caused or contributed to the loss occurred.
   f) any Fidelity Loss caused by or contributed to by Principals or Former Principals.
   g) any loss arising from default under a loan or any type of credit offered to or by the Insured.
   h) any Fidelity Loss arising directly or indirectly from any dishonest or fraudulent acts or omissions which the Insured had knowledge or had reason to suspect at or prior to the time of such acts or omissions and failed to take any reasonable action to prevent.
   i) any Fidelity Loss incurred by or on behalf of the Insured in respect of which the Insured committed or condoned any such dishonest, fraudulent, criminal or malicious acts or omissions.
   j) any Fidelity Loss first discovered prior to the commencement of the Period of Insurance or first discovered after the expiration of the Period of Insurance.
   k) any Fidelity Loss arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission by any shareholder who at the time of committing such acts had direct or indirect ownership of or control over five per cent or more of the voting share capital of the Insured.
   l) any Fidelity Loss arising directly or indirectly from the voluntary giving or surrendering of money, negotiable instruments, bearer bonds or coupons, stamps bank or currency notes unless such loss is sustained by reason of any dishonest or fraudulent act or omission of any Employee.
m) any loss arising directly or indirectly from the dissemination of or accessing any confidential information including but not limited to patents, trademarks, copyrights, trade secrets, computer programs, or customer information.

n) any loss arising directly or indirectly from any kidnap, ransom or extortion.

9.2 For the purposes of this Policy, ‘Fidelity Loss’:
   a) means direct financial loss suffered by the Insured caused by the loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or other property owned by the Insured;
   b) does not include wages, salaries, or other remuneration benefits or entitlements of the Insured (and/or those referred to in Section 4.2).

Section 10
Additional Special Provisions for Employment Practices Liability Cover

In relation to Section 3.4 only:

10.1 Loss

‘Loss’ means the amount payable in respect of a Claim made against the Insured and any of its Employees under a contract of service and shall include damages, judgments, settlements, interest, costs, defence costs and back pay where reinstatement by a court or tribunal is ordered. Loss excludes any amount which the Insured is or was required to pay pursuant to a specific obligation imposed under a contract of employment, employment agreement, or pursuant to statute, award or otherwise.

10.2 Claim

‘Claim’ means the receipt by the Insured 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 the Insured; or
   b) any written demand from a third party claiming compensation against the Insured.

10.3 Special exclusions

We do not Cover any of the following Claims (or losses or liabilities) or legal proceedings or any associated costs:

   a) Strikes, lock-outs etc

      Claims brought about by, contributed to by, or which involve acts committed during or in connection with any industrial dispute (whether between employer and Employee or between Employees or their unions or generally), strike, picket, lock-out, go slow or work to rule action;

   b) Insolvency

      Claims brought after the appointment of any liquidator, receiver and manager, official manager, administrator, official trustee in bankruptcy, or trustee administering a compromise or scheme of arrangement of the Insured but this exclusion is not to apply to Claims notified prior to the appointment;

   c) Workers Compensation/Occupational Health and Safety Legislation

      Claims brought about by, contributed to by or which involve claims arising under, or pursuant to, or in relation to any Workers’ Compensation or Occupational Health and Safety Acts or similar legislation;
**Section 11
Other Matters**

11.1 The Proposal: Non-Imputation

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

If there is any fact or misstatement in the Proposal that relates to one natural person who is an Insured, We do not attribute it to any other natural person who is an Insured, for the purposes of this Policy.

11.2 Authority to accept notices & to give instructions

The persons listed as the Insured in the Schedule are appointed individually and jointly as agent of:

a) each Insured; 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 Covered by the Policy.

In particular (but without limitation) the persons listed in the Schedule as the Insured are agents 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 We recommend; and

v) to do anything We or Our legal advisers think might help with the procedures set out in this Policy for settling and defending Claims or Covered Claim; 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.

11.3 De-registration

The Insured must tell Us immediately in writing if an Insured’s statutory registration, which is relevant to the provision by the Insured of Health Care Services, is cancelled, suspended or terminated or has had conditions imposed or operable during the Period of Insurance stated in the Schedule.

11.4 Singular & plural

The singular includes the plural and the plural includes the singular, except if the context requires otherwise.
11.5 Payment in Australian dollars in Australia
All premiums and Claims must be paid in Australian dollars in Australia.

11.6 Law of the policy
This Policy is governed by the law of the Territory or State where the Policy was issued, which is stated in the Schedule. The courts of that place have jurisdiction in any dispute about or under this Policy.

11.7 Territory covered by this policy
Cover under this Policy is not restricted by where anything giving rise to the Claim occurred. However, Our Cover is restricted to Claims brought under the legal jurisdiction of the courts of Australia and New Zealand (or any country specified in the Schedule, under the heading ‘Jurisdictional Limits’).

11.8 Schedule must be included
This Policy is only legally enforceable if it includes a Schedule signed by one of Our officers.

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

Section 12
Cancelling the Policy

12.1 The Insured can cancel the policy
The Insured is entitled to cancel this Policy from the date We receive a written request to cancel the Policy, provided that any such cancellation is subject to the following terms: 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. (Note stamp duty for a mid term cancellation is not refundable in some states).

12.2 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 the Insured of the date from which cancellation is to take effect.

b) We may deliver this notice to the Insured personally, or post it by registered or certified mail (to the Insured’s broker or to the address the Insured last gave Us). Proof that We mailed the notice is sufficient proof that the Insured 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.

12.3 Refund of premium after cancellation
After cancellation pursuant to Section 12.2, We will refund the premium for the time remaining on the Policy, less any non-refundable duties, unless an Insured has made a fraudulent claim under the Policy.
Section 13

Words With Special Meanings

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 on the Policy Schedule.

13.1 Civil liability
Liability for the damages, costs and expenses which a civil court orders the Insured 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 the Insured becomes liable.

13.2 Claim
Shall mean the receipt by the Insured 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 and served on an Insured; or

b) any written or verbal demand from a third party claiming compensation against the Insured.

13.3 Claim investigation costs
The legal costs and expenses of investigating, defending or settling any:

a) Claim or Covered Claim; or

b) any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice or written or verbal demand from a third party claiming declaratory and/or other equitable relief against the Insured arising in the course of the conduct of the Insured Business, which would be Covered by this Policy at the time the legal costs and expenses arise (refer Section 3.3).

13.4 Cover
The term ‘Cover’ shall mean indemnity and indemnity shall not include any component of profit.

13.5 Covered claim
The term ‘Covered Claim’ shall mean:

a) Claims, liabilities, losses, costs; or

b) circumstances which may give rise to a Claim, which We may agree to Cover under this Policy.

13.6 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 loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or from any design or programming defect in any computer program or computer operating system.

13.7 Employee
A natural person who is not a Principal, but who is or was at the time of the relevant act, error or omission giving rise to the Claim a person who:

a) has entered into a contract of service with the Insured firm or incorporated body and is or was remunerated by the Insured for that service; or

b) is neither a party to a contract of service with the Insured firm or incorporated body, nor an independent contractor, but a party to a contract for service with the Insured firm or incorporated body for the provision of services to the Insured for reward; or

c) a volunteer worker,

and in respect of a), b) and c) above, is under the Insured’s direction, control and supervision in the provision of the Health Care Services.

13.8 Enquiry
Any legal or quasi legal enquiry including coronial enquiries (into a matter arising directly out of the provision of the Health Care Services and such matter is the subject of and is not excluded from Cover under this Policy) in respect of which the Insured is 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 the Insured (either by reason of a statutory power or by reason of the Insured’s membership of a professional association which has the power to discipline its members).

13.9 Excess
The part the Insured must pay of each Covered Claim. It is described in more detail in Section 7.12.

13.10 Former principal
A person who has been, but is no longer:

a) a Principal of an Insured; or

b) the Principal of any firm or incorporated body declared in the Proposal, which previously conducted the business which is now the Health Care Services.

13.11 Good samaritan acts
First aid voluntarily administered at the scene of any emergency, accident or disaster to persons, other than members of the Insured’s family who reside with him/her.

13.12 Health care services
Shall mean any care, treatment, advice, service or goods in respect of the physical or mental health of any person, provided by or on behalf of the Insured in the course of the conduct of the Insured Business.
13.13 Insured
Each of the following, individually and jointly:

a) each person, firm or incorporated body identified in the Schedule as an Insured and each current or Former Principal of any such firm or incorporated body; and

b) any entity which is engaged in the provision of Health Care Services and which is created and controlled, while this Policy is in force, by anyone identified in the Schedule as an Insured; and

c) anyone who becomes a Principal of the Insured while this Policy is in force (but only in respect of work undertaken for or on behalf of the Insured firm or incorporated body).

13.14 Insured business
Shall mean the ‘Insured Business’ specified in the Schedule.

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

13.16 Joint venture
An undertaking (regardless of what it is called) which the Insured carries on together with someone else who is not otherwise Covered under this Policy.

13.17 Known circumstance
Any fact, situation or circumstance which:

a) an Insured was aware of at any time before this Policy began or before this Policy was amended/endorsed; or

b) a reasonable person in the Insured’s professional position would have thought, before this Policy began, or before this Policy was amended/endorsed, might result in someone making an allegation against an Insured in respect of a liability, loss or costs, that might be Covered by this Policy, or the amendment/endorsement to this Policy.

For the purposes of this Section 13.17 only, ‘Insured’ shall also mean any of the persons or entities specified in Sections 4.2 and/or 4.3 of the Policy.

13.18 Medical practitioners
‘Medical Practitioners’ refers to doctors (including locum doctors) who are medically qualified, including, but not limited to, anaesthesiologists, radiologists, pathologists, surgeons, cardiologists, and general practitioners.

13.19 Medicare Benefits Fraud
Means any dishonest, fraudulent, criminal or malicious acts or omissions which are intended to or have the effect of improperly obtaining money or other benefit from, or evading a liability to, and which involves or concerns, the Australian Government, Medicare, the Pharmaceutical Benefits Scheme and/or any government programs administered by Medicare Australia.

13.20 Policy
The insurance Policy made up of:

a) this Policy document;

b) the Schedule to this Policy;

c) the endorsements, if any, contained in the Schedule.

13.21 Policy limit
The limit stated in the Schedule as the “Total Sum Insured”. See also Section 5 of this Policy.

13.22 Pollutants
Shall mean any solid, liquid, gases or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkali, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

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

13.24 Proposal
The written Proposal form (the date of which is stated in the Schedule) together with any supplementary material completed by or on behalf of the Insured, that was given to Us, and relied on by Us to effect this Policy.

13.25 Publicity campaign
Means a publicity and/or public relations campaign designed and implemented by a public relations consultant.

13.26 Run-off event
Means an Insured entity ceasing to exist or operate, or being disposed of or merged with or acquired by another entity.

13.27 Specific cover
The Cover outlined in Sections 3.4, 3.5 and 3.12 of this Policy.

13.28 Specific cover limit
The limit of Our insurance Cover for the matter listed in the Schedule under ‘Specific Cover Limit’. See Sections 3.4, 3.5 and 3.12 of this Policy.

13.29 Terrorism
Terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government 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.

13.30 We or us or our
CGU Professional Risks, CGU Insurance Limited
ABN 27 004 478 371.

Section 14
Important Information

How CGU protects 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, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU 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.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact us at privacy@cgu.com.au or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

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.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

General Insurance Code of Practice

CGU Insurance proudly supports 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 provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

Brochures on the Code are available from your nearest CGU office.

Our service commitment

CGU Insurance is proud of its service standards and supports 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 your nearest CGU Insurance office 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, loss adjusters or investigators; 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.

Brochures outlining our internal dispute resolution process are available from your nearest CGU Insurance office.

Intermediary remuneration

CGU Insurance Limited 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.

Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.
Contact details

Adelaide
80 Flinders Street
Adelaide SA 5000
Tel (08) 8425 6650
Fax (08) 8425 6592

Brisbane
189 Grey Street
South Brisbane QLD 4101
Tel (07) 3135 1566
Fax (07) 3135 1564

Melbourne
181 William Street
Melbourne VIC 3000
Tel (03) 9601 8700
Fax (03) 9602 5255

Perth
46 Colin Street
West Perth WA 6005
Tel (08) 9254 3750
Fax (08) 9254 3751

Sydney
388 George Street
Sydney NSW 2000
Tel (02) 8224 4655
Fax (02) 8224 4030

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