



Professional Indemnity Insurance Master Policy

**Members of the NSW Nurses and Midwives' Association
and the Australian Nursing and Midwifery Federation
New South Wales Branch**

Underwritten by AAI Limited ABN 48 005 297 807 trading as Vero Insurance

INTRODUCTION

Please read this policy carefully to ensure that it meets your requirements. It is written on a claims made and notified basis, which means that, subject to the 'Continuous Cover' clause, it will only respond to claims first made against the insured and notified to the insurer during the policy period.

This policy wording, the schedule and any endorsements shall be considered as one document. Any word or expression to which a specific meaning has been attached in any of them shall bear that specific meaning wherever it may appear.

POLICY WORDING

In consideration of the 'Premium' paid as specified in the **Schedule**, the **Named Union** and the **Insurer** agree that the **Insurer** will provide insurance in accordance with the terms of this **Policy**.

1. INSURING CLAUSES

1.1. Claims arising out of employment

The **Insurer** will indemnify the **Insured Member** against civil liability for compensation and claimant's costs and expenses in respect of any **Claim** first made against the **Insured Member** during the **Policy Period** and notified to the **Insurer** during the **Policy Period** resulting from the conduct of the **Healthcare Services**:

- (a) in their capacity as an **Employee** of an **Establishment**; or
- (b) when undertaking **Supervised Practice** at an **Establishment**,

where such **Establishment**:

- (i) is liable for the acts and omissions of the **Insured Member** and has refused or neglected to indemnify the **Insured Member** for their liability to pay compensation and claimant's costs and expenses; or
- (ii) is liable for the acts and omissions of the **Insured Member** and is **Insolvent** and does not have any insurance in place which insures the **Insured Member** for their liability to pay compensation and claimant's costs and expenses; or
- (iii) is not liable for the acts and omissions of the **Insured Member** and has refused or neglected to indemnify the **Insured Member** for their liability to pay compensation and claimant's costs and expenses.

1.2. Claims arising out of Insured Side Business

The **Insurer** will indemnify the **Insured Side Business** against civil liability for compensation and claimant's costs and expenses in respect of any **Claim** first made against the **Insured Secondary Business** during the **Policy Period** and notified to the **Insurer** during the **Policy Period** resulting from the acts or omissions of the **Insured Member** in the conduct of the **Healthcare Services**.

Provided that, and notwithstanding the 'Healthcare Services' described in the **Schedule**, the **Insurer** will not indemnify the **Insured Side Business** in respect of any **Claim** resulting from **Birthing Services**.

1.3. Employment practice liability

The **Insurer** will indemnify the **Insured Member** against **EPL Loss** in respect of any **Claim** first made against the **Insured Member** during the **Policy Period** and notified to the **Insurer** during the **Policy Period** resulting from an **Employment Wrongful Act** occurring:

- (a) in their capacity as an **Employee** of an **Establishment**; or
- (b) when undertaking **Supervised Practice** at an **Establishment**,

where such **Establishment**:

- (i) is liable for the acts and omissions of the **Insured Member** and has refused or neglected to indemnify the **Insured Member** for their liability to pay **EPL Loss**; or
- (ii) is liable for the acts and omissions of the **Insured Member** and is **Insolvent** and does not have any insurance in place which insures the **Insured Member** for their liability to pay **EPL Loss**; or

(iii) is not liable for the acts and omissions of the **Insured Member** and has refused or neglected to indemnify the **Insured Member** for their liability to pay **EPL Loss**.

2. LIMIT OF INDEMNITY AND MAXIMUM AGGREGATE LIMIT OF INDEMNITY

The liability of the **Insurer** for compensation and claimant's costs and expenses under insuring clauses 1.1 'Claims arising out of employment' and 1.2 'Claims arising out of Insured Side Business' in respect of any one **Claim** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** shall not exceed the **Limit of Indemnity**.

The aggregate liability of the **Insurer** under this **Policy** for **EPL Loss** under insuring clause 1.3 'Employment practice liability' in respect of all **Claims** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** shall not exceed \$1,000,000.

The aggregate liability of the **Insurer** under this **Policy** will not exceed the **Maximum Aggregate Limit of Indemnity** for all **Claims** first made against the **Insured** and notified to the **Insurer** during the **Policy Period**.

3. INSURED COSTS

The **Insurer** will, in addition to the **Limit of Indemnity**, pay **Insured Costs** for **Claims** covered under this **Policy**.

Provided that if the total amount of compensation and claimant's costs and expenses or **EPL Loss** required to dispose of any one **Claim** exceeds the **Limit of Indemnity**, the liability of the **Insurer** for **Insured Costs** shall be only that proportion of them that the **Limit of Indemnity** bears to the total amount of compensation and claimant's costs and expenses required to dispose of the **Claim**.

4. EXCESS

The **Insured** must pay the amount of any compensation and claimant's costs and expenses or **EPL Loss** that are collectively less than the **Excess** for any one **Claim**. The **Insurer** has no liability for the amount of compensation or claimant's costs and expenses or **EPL Loss** that is less than the **Excess** for any one **Claim**.

The **Excess** is deducted from compensation and claimant's costs and expenses or **EPL Loss** payable before the application of the **Limit of Indemnity**.

The **Insured** must pay the amount of reasonable direct costs that is less than the **Excess** for any **Privacy Breach**. The **Insurer** has no liability for the amount of reasonable direct costs that is less than the **Excess** for any **Privacy Breach**.

The **Insured** agrees that the **Excess** must be borne by the **Insured** and is to remain uninsured.

The **Named Union** agrees to pay the **Excess** on behalf of the **Insured** if the **Insured** is unable to pay the **Excess**.

5. AGGREGATION OF CLAIMS AND NOTICES

All **Claims** arising out of, based upon, attributable to or in respect of a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be one **Claim** and shall attract one **Limit of Indemnity** and one **Excess**.

For the purposes of insuring clause 1.3 'Employment practices liability', all **Claims** arising directly or indirectly from or in respect of the same or causally related or continuous or repeated **Employment Wrongful Acts**, whether committed by one or more of the **Insured** and whether directed to or affecting one or more than one person or legal entity, shall be considered to be one **Claim** and shall attract one **Excess**.

For the purposes of extension 7.10 'Privacy breach costs', any **Privacy Breach** arising out of, based upon, attributable to or in respect of any one failure or series of failures consequent upon or attributable to one source or original cause shall be considered to be one **Privacy Breach** and shall attract one **Excess**.

For the purposes of extension 7.6 'Inquiry costs', all notices arising out of, based upon, attributable to or in respect of any one inquiry or hearing shall be considered to be one notice and shall attract one **Excess**, regardless of the number of **Insureds** whose response or attendance is required.

6. INSURANCE CLARIFICATION

For the purposes of clarifying the scope of cover under insuring clauses 1.1 'Claims arising out of employment' and 1.2 'Claims arising out of Insured Side Business', civil liability includes:

6.1. Consumer protection legislation

Claims for civil liability for compensation resulting from breach of a statutory duty under the Competition and Consumer Act 2010 (Cth), Corporations Act 2001 (Cth), National Consumer Credit Protection Act 2009 (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction including any amendment, consolidation or re-enactment of such legislation, to the extent that such **Claims** are not otherwise excluded under this **Policy**.

6.2. Contractual liability

Contractual liability, provided that:

1. the **Insurer** will not be liable for any liability assumed by the **Insured** under any express warranty, guarantee, hold harmless agreement, indemnity clause or the like unless such liability would have attached to the **Insured** in the absence of such agreement; and
2. where a **Claim** includes an alleged breach of contract the **Insurer** will not reduce their liability by the mere fact that contributory negligence is not available as a defence.

6.3. Intellectual property

Infringement of rights of intellectual property, provided that the act, error or omission by the **Insured** is unintentional and is committed in the conduct of the **Healthcare Services**.

6.4. Libel or slander

Libel or slander, provided that:

1. the libel or slander is committed by the **Insured** in the conduct of their **Healthcare Services**; and
2. the **Insured** did not intend to commit the libel or slander with express malice.

6.5. Liquidated damages

Liquidated damages, provided that the **Insurer** will not be liable for any liquidated damages imposed upon the **Insured** by contract or agreement, except to the extent that the **Insured** would have been liable for that damage in the absence of any such contract or agreement.

6.6. Privacy and confidentiality

(a) A **Privacy Breach**.

(b) Unintentional breach of any Privacy Legislation or any duty of privacy or confidentiality at law.

7. EXTENSIONS

Where these 'Extensions' are noted as 'Included' in the **Schedule**, only then is the **Policy** extended to the following coverage. All such 'Extensions' are subject to all the terms of the **Policy**, unless otherwise stated. The total of all payments made under the 'Extensions' will be part of and not in addition to the **Limit of Indemnity** and the **Maximum Aggregate Limit of Indemnity**, unless otherwise stated.

7.1. Advancement of costs

The **Insurer** will advance **Insured Costs** and **Inquiry Costs** incurred by the **Insurer** or the **Insured** with the **Insurer's** prior written consent, as they are incurred and prior to final adjudication of a **Claim**.

The **Insurer** may not refuse to advance **Insured Costs** or **Inquiry Costs** by reason only that the **Insurer** considers that conduct referred to in exclusion 8.2.6 'Dishonest, Fraudulent or Criminal Acts' has occurred, until such conduct is established by a formal written admission by the relevant **Insured** or final, non-appealable adjudication of a judicial or arbitral tribunal (other than in a proceeding brought by the **Insurer**).

If and to the extent that the **Insured** is not entitled to coverage under the terms and conditions of this **Policy**, then the **Insurer** will cease to advance such costs and any amounts previously advanced shall be repaid to the **Insurer**.

7.2. Compensation for court attendance

7.2.1. The **Insurer** will pay the **Insured Member** attendance expenses if legal advisers, acting on behalf of the **Insured** with the consent of the **Insurer**, require the **Insured Member** to attend court as a witness in connection with a **Claim** covered under this **Policy** first made and notified to the **Insurer** during the **Policy Period**, but only in circumstances where the **Insured Member's** employer doesn't actually pay **Insured Person** for his/her time. Such attendance expenses must be paid by the **Insurer** at the rate equivalent to such **Insured Person's** daily take home salary or wage up to a maximum of \$500 per person for each day on which attendance is required subject to a maximum of \$20,000 for all persons for any one **Claim**.

7.2.2. The **Insurer** will pay the **Insured Entity** compensation if legal advisers, acting on behalf of the **Insured** with the consent of the **Insurer**, require any **Principal** or **Employee** of the **Insured Entity** to attend court as a witness in connection with a **Claim** covered under this **Policy** first made and notified to the **Insurer** during the **Policy Period**, but only in circumstances where the **Insured Entity** actually pays the **Principal** or **Employee** for his/her time. Such compensation by the **Insurer** will be at the rate equivalent to such **Principal's** or **Employee's** daily take home salary or wage up to a maximum of \$500 per person for each day on which attendance is required subject to a maximum of \$20,000 for all persons for any one **Claim**.

The **Excess** applicable to this extension is nil.

7.3. Continuous cover

Where the **Insured**:

1. first became aware of facts or circumstances that might give rise to a **Claim**, prior to the **Policy Period**; and
2. had not notified the **Insurer** of such facts or circumstances prior to the **Policy Period**,

then exclusion 8.1.1 'Prior Claims or Known Circumstances' will not apply to any notification during the **Policy Period** of any **Claim** resulting from such facts or circumstances, provided that:

- (a) there is an absence of fraudulent noncompliance with the **Insured's** duty of disclosure and an absence of fraudulent misrepresentation by the **Insured** in respect of such facts or circumstances; and
- (b) the **Insured** was insured under a professional indemnity policy issued by the **Insurer** at the time when the **Insured** first became aware of such facts or circumstances and has been continuously insured with the **Insurer**, without interruption, at the time of the notification of the **Claim** to the **Insurer**; and
- (c) the **Insurer** may reduce its liability under the **Policy** to the extent of any prejudice the **Insurer** may suffer in connection with the **Insured's** failure to notify the facts or circumstances giving rise to a **Claim** prior to the **Policy Period**.

7.4. Extended reporting period

In the event that this **Policy** is neither renewed nor replaced at the end of the **Policy Period** with insurance that covers substantially the same risk exposure as this **Policy**, the **Named Union** will be entitled to purchase an extended reporting period of 365 days.

The **Named Union** will not be entitled to purchase an extended reporting period if the **Named Union** is **Insolvent** during the **Policy Period**.

The extended reporting period begins immediately following the expiry of the **Policy Period** and ends on the earlier of 4.p.m. **L.S.T.** on the three hundred and sixty fifth day thereafter, or at the time on the effective date on which the **Named Union** obtains insurance that covers substantially the same risk exposure as this **Policy**.

The additional premium for the extended reporting period will be 100% of the **Full Annual Premium**. If the extended reporting period ends because the **Named Union** obtains insurance that covers substantially the same risk exposure as this **Policy** then the **Insurer** will retain a short term

premium calculated at the pro rata proportion of the additional premium plus ten percent and the **Named Union** will receive a refund of any balance of the premium, unless there have been any notifications during the **Policy Period** or the extended reporting period, in which case no refund shall be given.

The entitlement to purchase the extended reporting period lapses upon expiry of the **Policy Period**.

The application to purchase the extended reporting period must be received by the **Insurer** prior to the expiry of the **Policy Period**, and payment of the additional premium must be made to the **Insurer** within thirty days of the same date.

7.5. **Good Samaritan acts**

The **Insurer** will indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of **Claims** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** resulting from the rendering of or failure to render first aid and assistance in an emergency situation or accident, except when such **Insured** is engaged in a professional capacity by another person or entity. In the event of a conflict between this extension and exclusion 8.2.10 'Homebirths' or exclusion 8.2.12 'Private practice birthing services', this extension shall apply.

7.6. **Inquiry costs**

The **Insurer** will indemnify the **Insured** for **Inquiry Costs**.

Provided that:

- (a) the notice requiring the **Insured's** response or attendance is first received by the **Insured** and notified to the **Insurer** during the **Policy Period**;
- (b) such response or attendance arises in connection with the **Healthcare Services**;
- (c) regular or overtime wages, salaries or fees of the **Insured** are excluded from this indemnity;
- (d) the total liability of the **Insurer** for all **Inquiry Costs** under this extension will not exceed \$100,000 for any one **Insured Member** and such **Insured Member's Insured Side Business** combined and \$2,000,000 in the aggregate, during the **Policy Period**; and
- (e) the **Named Union** must pay the amount of any **Inquiry Costs** that is less than \$20,000 for any one notice. This amount is deducted from **Inquiry Costs** payable before the application of the limit specified in (d) above. The **Insurer** has no liability for the amount of **Inquiry Costs** that is less than \$20,000 for any one notice.

7.7. **Joint venture liability**

The **Insurer** will indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** resulting from the **Insured Side Business'** participation in any joint venture in connection with the **Healthcare Services** provided that the indemnity given:

- (a) shall only relate to the **Insured Side Business'** proportion of any liability incurred by such joint venture; and
- (b) shall only be in respect of acts or omissions of an **Insured Member**.

The **Insurer** will pay **Insured Costs** on the basis already set out in this **Policy**.

7.8. **Lost documents**

The **Insurer** will, in the event of loss of or damage to **Documents** occurring in connection with the **Healthcare Services**, indemnify the **Insured** against:

1. civil liability and claimant's costs and expenses in respect of any **Claim** resulting from such loss or damage; and
2. all costs and expenses reasonably incurred by the **Insured** in replacing such **Documents**.

Provided that:

- (a) such loss or damage is sustained during the **Policy Period** while the **Documents** are either

in transit or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them in the course of the normal conduct of the **Healthcare Services**;

- (b) where the **Documents** are in electronic format:
 - (i) the **Insured** or any person to whom the **Insured** has entrusted them, have in place processes that secure the **Documents** and protect them from unauthorised access; and
 - (ii) the **Documents** are backed up on a daily basis;
- (c) the amount of any claim for costs and expenses under 2. above shall be supported by bills and accounts which shall be subject to approval by a solicitor to be nominated by the **Insurer** with the consent of the **Insured** or if such consent is withheld, by the President of the Law Society of whatever State where the Policy was issued;
- (d) the **Insurer** will not be liable in respect of loss or damage caused by riot or civil commotion;
- (e) the **Insurer** will not be liable in respect of loss or damage caused by fading, mould, vermin, pest infestation, wear, tear or any other gradually operating cause.

7.9. **Ninety-day reporting period**

The **Insured** may continue to notify the **Insurer** of **Claims** up to ninety days after the expiry of the **Policy Period**, but only **Claims** first made against the **Insured** during the **Policy Period** and based on any act, error or omission committed or alleged to have been committed prior to expiry of the **Policy Period**.

Any notification to the **Insurer** during this ninety-day reporting period will be deemed to have been first notified to the **Insurer** during the **Policy Period**.

7.10. **Privacy breach costs**

The **Insurer** will indemnify the **Insured Member** and the **Insured Side Business** for the reasonable direct costs of notifying individuals or corporations of a **Privacy Breach**, resulting from the conduct of the **Healthcare Services**.

Provided that:

- (a) the **Insured** first discovers the **Privacy Breach** during the **Policy Period** and notifies the **Insurer** during the **Policy Period**; and
- (b) the **Insured** provides written notice to the **Insurer** during the **Policy Period** of their intention to take such action prior to incurring any costs; and
- (c) the **Insured** obtains from the **Insurer** written consent prior to incurring such costs, such consent not to be unreasonably withheld; and
- (d) the liability of the **Insurer** for all costs under this extension arising from one **Privacy Breach** will not exceed \$10,000; and
- (e) the total liability of the **Insurer** for all costs incurred under this extension will not exceed in the aggregate, during the **Policy Period** \$100,000.

The **Excess** is applicable to this extension.

For the purposes of this extension, exclusion 8.1.2 'Retroactive Date and Membership Date' is amended to read 'any costs resulting from any incident occurring prior to the **Retroactive Date** or **Membership Date**'.

7.11. **Spousal liability**

If a **Claim** against an **Insured** includes a claim against such **Insured's Spouse** solely by reason of:

- (a) such **Spouse's** legal status as a **Spouse** of such **Insured**; or
- (b) such **Spouse's** ownership interest in property which the claimant seeks as recovery for **Claims** made against such **Insured**,

then the **Spouse's** legal liability for compensation resulting from such **Claim** will be treated for the purposes of this **Policy** as the liability of the **Insured**. This extension does not apply to the extent the **Claim** alleges any act, error or omission by such **Insured's Spouse**.

8. EXCLUSIONS

8.1. Section 1

The **Insurer** shall not be liable in respect of:

8.1.1. Prior claims or known circumstances

- (a) any **Claim** first made against the **Insured** prior to the inception of the **Policy Period** or disclosed in the **Proposal**; or
- (b) any **Claim** first made against an **Insured Member** or **Insured Side Business** prior to the **Membership Date**; or
- (c) any **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Insured Costs** directly or indirectly arising from or in respect of any facts, events or circumstances:
 - (i) which the **Insured** knew, prior to the inception of the **Policy Period**, might give rise to a **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Insured Costs** which might be covered under this **Policy**;
 - (ii) which a reasonable person in the **Insured's** position would have thought, prior to the inception of the **Policy Period**, might give rise to a **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Insured Costs** which might be covered under this **Policy**;
 - (iii) which were disclosed in the **Proposal** or were or could be notified under any insurance that was in force prior to the inception of the **Policy Period**;
 - (iv) which were alleged in or discovered in any **Claim** made against the **Insured** prior to the inception of the **Policy Period**; or
 - (v) relating to or underlying any **Claim** made against the **Insured** prior to the inception of the **Policy Period**; or
 - (vi) which were known to an **Insured Member** prior to their **Membership Date**.

8.1.2. Retroactive Date and Membership Date

- (a) any **Claim** resulting from any act, error or omission occurring or committed prior to the **Retroactive Date**;
- (b) any **Claim** by an **Insured Member** resulting from any act, error or omission occurring or committed prior to the **Membership Date**; or
- (c) any **Claim** by an **Insured Side Business** resulting from any act, error or omission occurring or committed prior to the **Membership Date**.

8.1.3. Professional fees

- (a) any **Claim** for indemnity by the **Insured** for;
- (b) any **Claim** solely for; or
- (c) that part of any **Claim** that is in respect of,

professional fees or charges or the refund of professional fees or charges (by way of set off or damages or otherwise).

8.2. Section 2

The **Insurer** shall not be liable in respect of any **Healthcare Services, Claim**, liability, compensation, **EPL Loss, Inquiry Costs**, claimant's costs and expenses, **Insured Costs** or compensation for court attendance or direct costs and expenses necessarily and reasonably incurred in respect of any action taken to mitigate a loss or potential loss:

8.2.1. Abuse

arising directly or indirectly from or in respect of:

- (a) actual or alleged abuse; or

- (b) claim under any redress scheme or other arrangement established for victims of abuse; or
- (c) any actual or alleged failure to detect, act upon or prevent abuse.

The **Insurer** will not defend any action, suit or proceedings, nor advance **Insured Costs** or **Inquiry Costs** in relation to any matter listed above.

Notwithstanding the above, the **Insurer** will advance:

1. **Insured Costs** arising from; and
2. **Inquiry Costs** in respect of,

allegations of conduct referred to above, until the alleged conduct is established by a verbal or written admission by the relevant **Insured**, or adjudication of a judicial or arbitral tribunal (other than in a proceeding brought by the **Insurer**).

Provided that:

- (i) the total liability of the **Insurer** for all such **Insured Costs** and **Inquiry Costs** will not exceed \$100,000 for any one **Insured Member** and \$2,000,000 in the aggregate during the **Policy Period**; and
- (ii) if and to the extent that the alleged conduct is established, then the **Insurer** will cease to advance such costs and any amounts previously advanced shall be repaid to the **Insurer**.

For the purposes of clarification, under this exclusion, 'abuse' shall mean:

- (i) any act which exposes a person to, or involves the person in, sexual processes beyond the person's understanding or contrary to accepted community standard;
- (ii) any verbal or non-verbal communication, behaviour or conduct with, or having, a sexual connotation;
- (iii) physical interference with any person;
- (iv) any actual or threatened physical assault, unless it is determined to have been in self-defence;
- (v) any verbal, non-verbal, mental or emotional abuse of any person;
- (vi) neglect, deprivation or bullying;
- (vii) any verbal or non-verbal communication, behaviour or conduct intended to harass, abuse or humiliate.

Provided that this exclusion shall not apply to insuring clause 1.3 'Employment practice liability'.

8.2.2. **Asbestos**

arising directly or indirectly from or in respect of exposure to asbestos, asbestos fibres or derivatives of asbestos, provided that this exclusion shall not apply to the provision of the **Healthcare Services** for any asbestos related disease.

8.2.3. **Assumption of liability**

arising directly or indirectly from or in respect of any liability assumed by the **Insured** outside the normal course of the provision of **Healthcare Services**.

8.2.4. **Benefits**

arising directly or indirectly from or in respect of an actual or alleged violation of the responsibilities, obligations or duties imposed by any law relating to workers compensation, unemployment insurance, retirement benefits, social security or disability benefits.

This exclusion will only apply to insuring clause 1.3 'Employment practices liability'.

8.2.5. **Directors' and officers' liability**

arising directly or indirectly from or in respect of the **Insured's** functions and duties as a director and/or officer of the **Insured** or any legal entity, corporation or other incorporated body.

8.2.6. Dishonest, fraudulent or criminal acts

arising directly or indirectly from or in respect of any:

- (a) dishonest, fraudulent, reckless or malicious act or omission by the **Insured**; or
- (b) criminal act or omission or breach of any statute committed by the **Insured** with reckless or wilful intent.

8.2.7. Employer's liability

arising directly or indirectly from or in respect of:

- (a) the death, bodily injury, disease or illness of any **Insured** arising out of or in the course of or in respect of his/her employment; or
- (b) a breach of any obligation owed by the **Insured** as an employer, to an **Employee**.

Paragraph (a) of this exclusion will not apply to insuring clause 1.3 'Employment practices liability' in respect of any actual or alleged psychiatric, psychological or mental injury.

Paragraph (b) of this exclusion will not apply to insuring clause 1.3 'Employment practices liability'.

8.2.8. Fines, penalties, punitive or aggravated damages

arising directly or indirectly from or in respect of fines or penalties including civil penalties or punitive, aggravated or exemplary damages.

8.2.9. Goods sold, stored, supplied or distributed

arising directly or indirectly from or in respect of the sale, storage, supply or distribution of any good or product other than any **Claim** which arises directly from a breach of professional duty during the actual provision of the **Healthcare Services**.

8.2.10. Homebirths

arising directly or indirectly from or in respect of any homebirth activities or services.

8.2.11. Medical services

- (a) arising directly or indirectly from or in respect of any **Medical Services**; or
- (b) the rendering, or failure to render **Medical Services**.

8.2.12. Private practice birthing services

arising directly or indirectly from or in respect of:

- (a) any **Private Practice Birthing Services** provided by a midwife for a fee; or
- (b) the rendering of or failure to render **Private Practice Birthing Services**.

8.2.13. Radioactivity

arising directly or indirectly from or in respect of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof.

8.2.14. Related parties

arising directly or indirectly from or in respect of any **Claim** brought by:

- (a) any **Insured**;
- (b) any company or trust which is operated or controlled by the **Insured** or its nominees or trustees and in which an **Insured** has a direct or indirect financial interest;
- (c) any trustee of a trust of which an **Insured** or a **Relative** of an **Insured** is a beneficiary;
- (d) any company in which an **Insured** has or has held at least a 20% financial interest and has had or has board representation on that company;
- (e) any **Relative** or any company owned or controlled by a **Relative**, unless the **Healthcare**

Services that gave rise to the **Claim** were signed off by a **Principal** of the **Insured Side Business** who is a person not related to the **Relative**; or

- (f) any company, trust or person having a direct or indirect financial, executive or controlling interest in the **Insured**, unless such interest is less than 20%.

This exclusion shall not apply to:

- (i) a cross-claim or **Claim** brought by an **Insured** against another **Insured** for the purposes of contribution or indemnity where a claim is brought by a third party; or
- (ii) a **Claim** brought by or on behalf of an **Employee** directly in relation to **Healthcare Services** provided by an **Insured** to that **Employee**; or
- (iii) any **Claim** under insuring clause 1.3 'Employment practices liability' brought by any **Employee** or **Principal** resulting from any **Employment Wrongful Act**.

8.2.15. Sanctions

that would be in contravention of any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, or laws or regulations of Australia, the European Union, United Kingdom or United States of America in respect of trade or economic sanctions.

8.2.16. Subrogation waiver

arising directly or indirectly from or in respect of any liability which is incurred or affected by reason of the **Insured** at any time entering into a deed or agreement excluding, limiting or delaying the **Insured's** legal rights of recovery against any other person, firm or entity.

8.2.17. Terrorism

arising directly or indirectly from or in respect of:

- (a) any **Act of Terrorism**; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

8.2.18. Trading debts

arising directly or indirectly from or in respect of any trading debt incurred, or any guarantee in respect of such debt given, by the **Insured**.

9. CLAIMS CONDITIONS

9.1. Claims notifications

Every **Claim** made against the **Insured** shall be notified to the **Insurer** as soon as practicable and in any event prior to expiry of the **Policy Period**, and every letter, demand, writ, summons and legal process pertaining to such **Claim** shall be forwarded to the **Insurer** as soon as practicable after receipt.

All **Claim** notifications to the **Insurer** must be sent to the address next to 'Claims Notification' specified in the **Schedule**.

9.2. Claims co-operation

In the event of a **Claim** the **Insured** will at all times and at its own cost provide the **Insurer** with all information, evidence, documentation, assistance and co-operation and will execute such documents, including signed statements and affidavits, which the **Insurer** reasonably requests.

The **Insured** will at all times and at its own cost use reasonable endeavours to do and concur in doing everything reasonably practicable to avoid or diminish loss and to assist with the defence, investigation or settlement of any **Claim**.

The **Insurer** may make any investigation it deems necessary.

9.3. Claims conduct

The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim** and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**.

The **Insurer** reserves entirely its rights under this **Policy**, including its right to agree or deny cover while it assesses a **Claim** or conducts the defence of any **Claim**. The **Insurer's** rights under this **Policy** are not affected if it does not conduct the defence.

Neither the **Insured** nor the **Insurer** will be required to contest or litigate any **Claim** if, in the opinion of Senior Counsel, reasonable attempts should be made to settle the **Claim**. The Senior Counsel shall be mutually agreed upon, or in the absence of such agreement, as nominated by the President of the NSW Bar Association (or the equivalent State or Territory association). The cost to obtain the opinion will be advanced by the **Insurer** and treated as **Insured Costs**.

Senior Counsel shall provide the opinion in writing. In formulating the opinion Senior Counsel shall consider commercial matters including the amount of the **Claim**, the actual and potential loss (including **Insured Costs**) that may reasonably be incurred in contesting the **Claim**, the liability prospects and the prospect of recovering costs against the claimant in the event that the defence is successful. Senior Counsel shall also provide a settlement range within which reasonable attempts should be made to settle the **Claim**.

If it is the opinion of Senior Counsel that reasonable attempts should be made to settle the **Claim**, the **Insured** shall not object to the **Insurer's** attempt to do so.

9.4. **Claims settlement**

The **Insured** must not settle or offer to settle any **Claim**, incur any **Insured Costs** or otherwise assume any contractual obligation or admit any liability in respect of any **Claim** without the **Insurer's** prior written consent.

If the **Insured** objects to a proposal by the **Insurer** to settle or compromise any **Claim** payable under this **Policy** and wishes to contest or litigate the matter, then the **Insured** may so elect, but the **Insurer's** liability in respect of any such **Claim** so contested or litigated will not exceed the amount for which, but for such election, it could have been settled or compromised by the **Insurer**, together with **Insured Costs** payable in accordance with the terms of this **Policy** and incurred up to the time of such election, subject to the **Excess** and to the **Limit of Indemnity**.

10. **GENERAL CONDITIONS**

10.1. **Assignment**

This **Policy** cannot be assigned by the **Named Union**.

10.2. **Authorisation**

The **Named Union** is the agent for each **Insured** and each **Insured** is bound by any statement, act or omission of the **Named Union** for all purposes under this **Policy**, subject to 9.3 'Claims Conduct' and 10.11 'Severability and Non-Imputation'.

10.3. **Cancellation**

The **Named Union** may cancel this **Policy** at any time in writing to the **Insurer**. Upon receipt of such request, the **Insurer** will retain a short period premium calculated at the pro rata proportion of the **Full Annual Premium** for the time it has been on risk plus ten percent and the **Named Union** will receive a refund of any balance of the premium actually paid, unless there have been any notifications during the **Policy Period**, in which case no refund shall be given.

The **Insurer** may cancel this **Policy** in accordance with the Insurance Contracts Act 1984 by giving notice in writing to the **Named Union** of the date from which such cancellation is to take effect.

10.4. **Endorsements**

An **Endorsement** does not affect or increase the **Limit of Indemnity**, the **Maximum Limit of Indemnity** or any other term, except to the extent specifically provided in the **Endorsement**. For the avoidance of doubt, each **Endorsement** is otherwise subject to all the terms of this **Policy**.

10.5. **Goods and services tax**

As part of premium, the **Insurer** will charge the **Named Union** an amount on account of GST.

The **Insured** must inform the **Insurer** of the extent to which there is an entitlement to an input tax credit for that GST amount each time that it notifies a **Claim** under this **Policy**. No payment will be made to the **Insured** for any GST liability that it may incur on the settlement of a **Claim** if it does

not inform the **Insurer** of its entitlement or correct entitlement to an input tax credit.

Despite the other terms of this **Policy**, the **Insurer's** liability to the **Insured** will be calculated taking into account any input tax credit to which the **Insured** is entitled for any acquisition which is relevant to the **Claim**, or to which it would have been entitled had it made a relevant acquisition.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

10.6. **Governing law**

The **Policy** will be governed in accordance with law of the State or Territory of Australia in which the **Policy** was issued. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

10.7. **Interpretation**

In this **Policy** the singular includes the plural and vice versa. The neutral gender includes the female and male genders.

A reference in this **Policy** to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision (whether of the Commonwealth of Australia or elsewhere).

The titles and headings to the various sections of the **Policy** are included solely for ease of reference and do not in any way limit or expand or otherwise affect the terms of such sections.

10.8. **Material change**

The **Named Union** must notify the **Insurer** as soon as reasonably practicable of any material change in the risk insured by this **Policy**. The **Insurer** is entitled to amend the terms of this **Policy** and/or charge an additional premium based on the **Insurer's** assessment of any change in the risk insured by this **Policy**.

10.9. **Other insurance**

This **Policy** does not cover liability which forms the subject of insurance by any other insurance policy and this **Policy** shall not be drawn into contribution with such other insurance.

The **Insured** may be entitled to cover for civil liability in respect of a **Claim** under an insurance policy which has been arranged by the **Insured** or other persons (Other Insurance). In the event an **Insured** is insured under such Other Insurance cover under this **Policy** shall be excess to that Other Insurance over the applicable limit of indemnity of that Other Insurance but subject always to the terms and conditions of this **Policy**.

If at the time any **Claim** arises under this **Policy** and there is any other insurance in force covering the same liability the **Insured** shall promptly give to the **Insurer** full details of such other insurance, including the identity of the insurer and the policy number, and such further information as the **Insurer** may reasonably require.

10.10. **Payment of premium**

The **Named Union** must pay the 'Premium' specified in the **Schedule** for the **Policy Period** to the **Insurer** by the due date. The due date is on or before ninety days after the inception date of the **Policy Period** or such other time that the **Insurer** agrees in writing. If the **Named Union** fails to pay the 'Premium' by the due date, the **Insurer** is entitled to cancel this **Policy** in accordance with the Insurance Contracts Act 1984.

If the **Insurer** agrees, the **Named Union** can pay the 'Premium' specified in the **Schedule** for the **Policy Period** to the **Insured** in equal quarterly instalments. Each instalment must be paid by the Instalment Due Date. The first Instalment Due Date is on or before the inception date of the **Policy Period**, and each subsequent Instalment Due Date is 90 days after the previous Instalment Due Date, or at such other time as the **Insurer** agrees in writing. If an instalment is not paid by the relevant Instalment Due Date, that payment is overdue. The **Insurer** is entitled to cancel this **Policy** if a payment is overdue for a month or longer, in accordance with the Insurance Contracts Act 1984.

10.11. Severability and non-imputation

Where this **Policy** insures more than one party, any failure on the part of any of the parties to:

- (a) comply with the duty of disclosure under the Insurance Contracts Act 1984;
- (b) comply with any obligation under this **Policy** (other than the obligation to pay premium); or
- (c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

shall not prejudice the right of the remaining party or parties to indemnity under this **Policy**, provided that such remaining party or parties shall:

- (i) be entirely innocent of and have had no prior knowledge of any such failure; and
- (ii) as soon as practicable after becoming aware of any such failure, advise the **Insurer** in writing of all its relevant circumstances.

10.12. Territorial and jurisdictional limits of cover

This **Policy** provides cover for:

- (a) any civil liability resulting from the conduct of the **Healthcare Services** anywhere in the world; and
- (b) **Claims** made anywhere in the world, except for those **Claims**;
 - (i) brought in a court of law, arbitration, tribunal, forum or other body entitled to impose enforceable orders against the **Insured** in the United States of America; or
 - (ii) arising from the enforcement of any judgment, order or award in respect of any action brought in any court of law, arbitration, tribunal or other judicial body in the United States of America.

For the purpose of this General Condition the United States of America includes its territories and protectorates.

10.13. Variation of the Policy

No variation of this **Policy** will be effective, unless made by **Endorsement**.

11. DEFINITIONS

For the purpose of this **Policy**:

"Act of Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

"Benefits" means:

- (a) fringe benefits and perquisites; or
- (b) amounts due or payments made in connection with superannuation or an employee benefit plan or pension scheme; or
- (c) share or stock options or any other right to purchase, acquire or sell shares or stock; or
- (d) bonuses, or employee or management incentive schemes or similar.

"Birthing Services" means the care of women during child birth, prenatal care and the provision of advice and education to women about child birth.

"Claim" means:

- (a) any demand made by a third party upon the **Insured** for compensation, however conveyed, including a writ, statement of claim, application or other legal or arbitral process; or
- (b) in respect of Insuring Clause 1.3 'Employment practice liability':
 - (i) a civil proceeding commenced by the service of a complaint, summons, statement of claim, writ or similar pleading or an arbitral process, cross-claim, or counter claim against the

Insured Member alleging facts or circumstances that constitute an **Employment Wrongful Act**; or

- (ii) a written or verbal demand alleging facts or circumstances that constitute an **Employment Wrongful Act** communicated to an **Insured Member** by whatever means, and which may lead to (b)(i) above.

"Documents" means deeds, wills, agreements, maps, plans, records, computer records, electronic data, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) which is the property of the **Insured** or for which the **Insured** is responsible.

"Employee" means a natural person (other than a **Principal**) employed under a contract of service or apprenticeship by a legal entity and includes any trainee, volunteer and casual, part-time, seasonal, temporary and work experience personnel.

"Employment Wrongful Act" means any employment related act, error, omission or conduct constituting actual, constructive or alleged: wrongful dismissal, discharge or termination of employment; wrongful failure to employ or promote; wrongful deprivation of career opportunity; misleading representation or advertising in respect of employment; wrongful disciplinary action; negligent employee evaluation; wrongful demotion; breach of employment contract; sexual or workplace harassment (including the creation of a workplace environment conducive to such harassment); wrongful discrimination; failure to grant tenure; invasion of privacy or defamation, committed by an **Insured Member**.

"Endorsement" means any document which is described as an endorsement to this **Policy** and intends to vary it.

"EPL Loss" means the amount for which an **Insured Member** is legally liable to a third party for a **Claim** resulting from an **Employment Wrongful Act**, including damages, compensation orders, interest, claimant's costs and expenses, and punitive, exemplary, multiplied and aggravated damages.

EPL Loss does not mean:

- (a) taxes, fines and penalties imposed by law; or
- (b) the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
- (c) costs incurred by an **Insured** to make any accommodation in respect of working practices or otherwise on the basis of a person's disability or family responsibilities or as may be required under any law relating to anti-discrimination; or
- (d) **Benefits** or damages calculated by reference to **Benefits**; or
- (e) compensation for any salary or wages; or
- (f) any amount an **Insured** is required to pay pursuant to a contract of employment, whether express or implied; or
- (g) compensation in respect of a contractual or statutory notice period.

"Establishment" means an establishment providing medical or healthcare services, regardless of whether such services form part of the establishment's primary business activities, or whether such services are provided to the establishment's own workers, clients or the general public, but does not include an **Insured Entity**.

"Excess" means the amount shown in the **Schedule** except in respect of **Inquiry Costs** in which case it means the amount shown in the **Schedule** as the 'Inquiry Costs Excess'.

"Full Annual Premium" means the annual premium payable by the **Named Union**, including any additional premium which becomes payable in respect of the **Policy Period**.

"Group Education" means group facilitation of education about **Birth Services**.

"Healthcare Services" means the 'Healthcare Services' described in the **Schedule**, and no other, of the **Insured**.

"Inquiring Body" means any official body or institution empowered by law to investigate the professional conduct of the **Insured** including but not limited to a coroner's court, Royal Commission, statutory

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regulatory body, tribunal or legally constituted industry or professional board but excluding any parliament, any committee of a parliament and the **Named Union**.

"Inquiry Costs" means necessary and reasonable legal costs and expenses incurred by the **Insured** arising out of any notice from an **Inquiring Body** requiring a response from the **Insured** or requiring the **Insured's** attendance at an investigation, inquiry or hearing held before the **Inquiring Body** (not being **Insured Costs**).

"Insolvency" or **"Insolvent"** means:

- (a) the entity is insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth));
- (b) the entity has had a controller appointed or is in liquidation, in provisional liquidation, under administration, has been wound up or has had a receiver appointed to any part of its property;
- (c) the entity is subject to any arrangement, assignment, moratorium, compromise or composition, it is protected from creditors under any statute or it is dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent);
- (d) an application or order has been made, resolution passed, proposal put forward or any other action taken which is preparatory to or could result in any of (a), (b) or (c) above;
- (e) the entity is taken (under Section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) the entity is otherwise unable to pay its debts when they fall due; or
- (g) something having a substantially similar effect to (a) to (e) above happens in connection with the entity under the law of any jurisdiction.

The entity referred to in the definition of **Insolvency** or **Insolvent** means the entity to which the definition is being applied.

"Insured" means:

- (a) the **Insured Members**; and
- (b) the **Insured Side Businesses**.

"Insured Costs" means all necessary and reasonable costs and expenses incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in defending, investigating or settling any **Claim** (not being claimant's costs and expenses).

"Insured Entity" means a sole trader, partnership, corporation, trust or legal entity:

- (a) whose **Principals** include an **Insured Member**; and
- (b) whose gross income does not exceed the combined gross income that the **Insured Member Principals** receive from each **Establishment** with whom the **Principals** have contracts of service or contracts for service in the relevant financial year(s).

"Insured Member" means any natural person who is or was a member of the **Named Union** (excluding those members who hold "Professional" or "Association" classifications), but only in respect of their conduct whilst a member of the **Named Union**.

The **Insured Member** includes the estate, heirs, legal representatives or legal assigns of such person in the event of the death or legal incapacity of such person.

"Insured Side Business" means:

- (a) the **Insured Entity**; and
- (b) the estate, heirs, legal representatives or legal assigns of any natural person identified under (a) above in the event of the death or legal incapacity of such person.

"Insurer" means AAI Limited ABN 48 005 297 807 trading as Vero Insurance.

"Limit of Indemnity" means the amount specified beside 'Limit of Indemnity' as shown in the **Schedule**.

"L.S.T." or **"Local Standard Time"** means the time in the State or Territory of Australia in which the **Policy** was issued.

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"Maximum Aggregate Limit of Indemnity" means the amount specified beside 'Maximum Aggregate Limit of Indemnity' as shown in the **Schedule**.

"Medical Services" means medical and health services that pursuant to law must be provided by a **Medical Practitioner** in Australia.

"Medical Practitioner" means a person who is registered with the Medical Board of Australia or Dental Board of Australia to provide medical services and can practise a profession within the scope of their registration.

"Membership Date" means:

- (a) in respect of an **Insured Member**, the date the member joined the **Named Union**; and
- (b) in respect of an **Insured Side Business** in respect of its liability for the acts or omissions of an **Insured Member**, the date that the relevant **Insured Member** joined the **Named Union**.

"Named Union" means the New South Wales Nurses and Midwives' Association and Australian Nursing and Midwifery Federation New South Wales Branch.

"Policy Period" means the time between 'From' and 'To' noted beside 'Policy Period' in the **Schedule**.

"Policy" means the **Schedule**, the terms of this document and any **Endorsements**.

"Principal" means a sole practitioner, a partner in a partnership, a director of a company, or a trustee of a trust.

"Privacy Breach" means an incident involving the unauthorised disclosure, loss, modification, misuse, interference or access of:

- (a) personal information, as defined in the Privacy Act 1988 (Cth), or
- (b) third party corporate information that is identified as confidential.

"Private Practice Birthing Services" means the practice of **Birthing Services** in any capacity other than:

- (a) as an **Employee** of an **Establishment**; or
- (b) in the course of undertaking **Supervised Practice** at an **Establishment**; or
- (c) **Group Education**.

"Proposal" means the written proposal or declaration made by the **Named Union** to the **Insurer** containing particulars and statements together with other information provided by the **Named Union**.

"Relative" means:

- (a) an **Insured's**:
 - (i) **Spouse**, domestic partner or defacto;
 - (ii) parent;
 - (iii) children or siblings; or
- (b) the **Spouse**, domestic partner, defacto, parent, child or sibling of a **Relative** specified in (i) (ii) and (iii) above; or
- (c) a parent of an **Insured's Spouse**, domestic partner or defacto.

"Retroactive Date" means the 'Retroactive Date' as shown in the **Schedule**.

"Schedule" means the current **Schedule** issued by the **Insurer** to the **Named Union**.

"Spouse" means a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of the common law or statute.

"Supervised Practice" means Supervised practice as defined in the Nursing and Midwifery Board of Australia's 'Re-entry to practice for nurses and midwives' Policy.

End of policy wording

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NOTICES

These notices do not form part of the policy.

Master Policy

Shared Limit Amongst Insureds

This Professional Indemnity Policy is a master policy. The Limit of Indemnity and Maximum Aggregate Limit of Indemnity are shared by all Insureds during the Policy Period. This means that if the Maximum Aggregate Limit of Indemnity is exhausted by Claims against some of the Insureds then there will be no cover remaining.

Any limit specified in a policy clause or on the Schedule that applies in respect of specific coverage only ("sub-limit") is shared by all Insureds during the Policy Period unless clearly specified otherwise. This means that if a shared sub-limit is exhausted by some of the Insureds then there will be no cover remaining under that sub-limit.

Inclusion of New Insureds

The Insurer may agree to extend the Policy to include additional Insureds during the Policy Period. Any extension of the Policy to include additional Insureds during the Policy Period does not increase the Limit of Indemnity, Maximum Aggregate Limit of Indemnity or any of the shared sub-limits. The Insurer does not need to obtain the consent of the Insured prior to agreeing to extend the policy to include additional Insureds during the Policy Period.

NSW Nurses and Midwives' Association Acting as Agent for Renewal Notices and Premium Collection

The New South Wales Nurses and Midwives' Association ("the Association") acts as the agent for renewal notices and the collection of premium.

The Association is not an Insured under this Policy but acts as agent of all of the Insureds for the receipt of the Insureds' renewal notices and the collection of premium.

Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- ▼ reduces the risk we insure you for; or
- ▼ is common knowledge; or
- ▼ we know or should know as an insurer; or
- ▼ we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Claims made and notified basis of cover

This Professional Indemnity Insurance policy is issued on a 'claims made and notified' basis.

This means that the Insuring Clauses respond to:

- (a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and:
- (b) written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The

facts that you may decide to notify are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the time at which the policy expires. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, S40(3) of the Insurance Contracts Act 1984 is set out below;

“S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.”

When the policy period expires, no new notification of claims or facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

Retroactive date

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

Average provision

If your policy provides for 'Costs in Addition' to the limit of indemnity and if a payment in excess of the limit of indemnity available under your policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim payments.

Subrogation waiver

This policy contains a provision that has the effect of excluding or limiting the Insurer's liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- ▼ identify you and conduct appropriate checks;
- ▼ understand your requirements and provide you with a product or service;
- ▼ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- ▼ assess and investigate any claims you make under one or more of our products;
- ▼ manage, train and develop our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- ▼ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect

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personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- ▼ any of our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- ▼ data warehouse, strategic learning organisations, data partners, analytic consultants;
- ▼ social media and other virtual communities and networks where people create, share or exchange information;
- ▼ publicly available sources of information;
- ▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- ▼ a third party that we've contracted to provide financial services, financial products or administrative services – for example:
 - ▼ information technology providers,
 - ▼ administration or business management services, consultancy firms, auditors and business management consultants,
 - ▼ marketing agencies and other marketing service providers,
 - ▼ claims management service providers
 - ▼ print/mail/digital service providers, and
 - ▼ imaging and document management services;
- ▼ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- ▼ a third party claimant or witnesses in a claim;
- ▼ accounting or finance professionals and advisers;
- ▼ government, statutory or regulatory bodies and enforcement bodies;
- ▼ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- ▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▼ the Australian Financial Complaints Authority or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;

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- ▼ hospitals and, medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.vero.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Suncorp Group Privacy Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint.

You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in **Contact Us**.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, obtaining a list of overseas countries or giving us your marketing preferences you can:

- ▼ Visit www.vero.com.au/privacy.
- ▼ Speak to us directly by phoning us on: 1300 888 073 or
- ▼ Email us at privacyaccessrequests@vero.com.au

General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:

- Telephone (02) 9253 5100 or 1300 728 228
- Website www.insurancecouncil.com.au

Our complaints handling procedures

We are committed to:

- listening to what you tell us;
- being accurate and honest in telling you about our products and services;
- communicating with you clearly; and
- resolving any complaints or concerns you have in a fair, transparent and timely manner.

If you have a complaint concerning this product or our services, please tell the people who provided your initial service or you can contact us by:

- Telephone: 1800 689 762
- Mail: Reply Paid 1453 Customer Relations Unit RE058,

Professional Indemnity Insurance Policy



GPO Box 1453 Brisbane QLD 4001 or

- Email: customer.relations@suncorp.com.au

What we will do to resolve your complaint

When you first let us know about your complaint or concern, we will review your complaint, consider the facts and attempt to resolve your complaint by the end of the next working day.

If we cannot resolve your complaint to your satisfaction within 5 working days we will contact you to agree reasonable alternative time frames.

We will endeavour to send you our final decision within 15 working days from the date you first made your complaint provided we have all necessary information and have completed any investigations required. If you are still unsatisfied with the final outcome at your request we can refer your complaint to our Customer Relations Team. Our Customer Relations Team will review your dispute, and respond to the dispute within 15 working days of your complaint being referred to them provided they receive all necessary information and have completed any investigation required.

You can contact our Customer Relations Team by:

- Telephone: 1300 264 053
- Email: idr@suncorp.com.au
- Mail: Suncorp Internal Dispute Resolution, PO Box 14180, Melbourne City Mail Centre VIC 8001

What if you are not satisfied with our final Customer Relations Team decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action that you may pursue.