

## Medical Malpractice Civil Liability Insurance Schedule

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**PLEASE READ THE ENTIRE POLICY CAREFULLY**

<b>Policy Number:</b>	LPP104183023
<b>Insurer:</b>	AAI Limited ABN 48 005 297 807 trading as Vero Insurance
<b>Policy Reference:</b>	Medical Malpractice Civil Liability Insurance Policy V7363 05/11
<b>Policyholder:</b>	Members of the Australian Workers Union Queensland
<b>Broker Name and Address:</b>	Coverforce Insurance Broking Pty Ltd Locked Bag 5273 Sydney NSW 2001
<b>Healthcare Services:</b>	Provision of nursing care and nursing care services
<b>Policy Period:</b>	From 4 pm (Local Standard Time) 13/01/2020 To 4 pm (Local Standard Time) 13/01/2021
<b>Premium:</b>	\$25,000.00
<b>GST:</b>	\$2,500.00
<b>Stamp Duty:</b>	\$2,475.00
<b>Total:</b>	\$29,975.00
<b>Limit of Indemnity:</b>	\$10,000,000
<b>Maximum Aggregate Limit of Indemnity:</b>	\$20,000,000
<b>Basis of Limit:</b>	Costs within limit
<b>Excess:</b>	\$2,000 Inclusive of Insured Costs
<b>Retroactive Date:</b>	Inception of Policy

<b>Extensions:</b>	<b>Sub-limit</b>	
Compensation for Court Attendance		Not Included
Continuous Cover		Included
Dishonesty of Employees & Principals / Medicare Benefits Fraud		Not Included
Extended Reporting Period		Included
Former Subsidiary		Not Included
Good Samaritan Acts		Included
Inquiry Costs		Not Included
Joint Venture Liability		Not Included
Legal Consultation		Not Included
Lost Documents	\$250,000	Included
Molestation Defence Cost and Inquiry Costs		Not Included
Newly Created or Acquired Subsidiaries		Not Included

Public Relations Expenses	Not Included
Run Off Cover	Not Included
Sixty Day Reporting Period	Included
Spousal Liability	Not Included
Statutory Liability	Not Included
Students, Volunteers, Committee Members and Council Members	Not Included
Vicarious Liability for Medical Practitioners and Locum Tenens	Not Included

**Optional Extensions:**

Principal's Previous Business	Not Included
Fidelity	Not Included

**Endorsements:** Master Policy Endorsement

**Legal Advisor:** <http://www.vero.com.au/vero/sites/default/files/fm/pdf/legal-consultation-hotline-details.pdf>

**Claims Notification:** All Claims Notification addressed to:  
Professional Risks Liability Claims  
GPO Box 346  
Sydney NSW 2001

Telephone: 1300 888 073  
Facsimile: 1300 066 150

Email: lodgeclaim@vero.com.au

**Insurer's Address:** Vero Profin  
GPO Box 3999  
Sydney NSW 2001  
Telephone: 13 18 13  
Facsimile: (02) 8121 0700

**Per:**



Debra Miley

Signed for and on behalf of AAI Limited ABN 48 005 297 807 trading as Vero Insurance

Issued in Sydney on 8 Apr 2020

**Medical Malpractice Endorsement**

Insured: Members of the Australian Workers Union Queensland

This document is an endorsement to Policy No. LPP104183023

Policy reference: Medical Malpractice Civil Liability Insurance Policy V7363 05/11

This endorsement applies to the Period of Insurance:

from 4 pm (local standard time)	13/01/2020
to 4 pm (local standard time)	13/01/2021

This endorsement applies, in relation to its terms, notwithstanding any other term of the Policy.

This endorsement has effect from 13/01/2020

**Master Policy Endorsement*****Part A – Additional notices***

The following are added to the Notices section of the Policy. These notices do not form part of the Policy.

**Shared Limit Amongst Insureds**

This Medical Malpractice 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**.

**AWU Acting as Agent for Renewal Notices and Premium Collection**

The Australian Workers' Union acts as the agent for renewal notices and the collection of premium.

The Australian Workers' Union 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.

### ***Part B – Policy amendments and clarifications***

#### Insuring clause amendment

The following is added as a final paragraph to 1. Insuring clause:

Provided that the **Insurer** will not be liable to indemnify an **Eligible Member** in respect of any **Claim** resulting from their conduct of **Healthcare Services** (included unpaid **Healthcare Services**) for which they are entitled to be indemnified by their employer, a hospital, an area health service, a government scheme or another policy of insurance, unless:

(a) after reasonable attempts have been made, they are unable to obtain indemnity from such employer, hospital, area health service, government scheme or other policy of insurance; or

(b) the **Insurer** provides written agreement that such indemnification need not be sought.

#### Compensation for court attendance amendment

Extension 7.1 'Compensation for court attendance' is deleted in its entirety and replaced with the following:

The **Insurer** will pay to the **Policyholder** an amount per day for each day such **Policyholder** is required to attend court as a witness in connection with a **Claim** covered by this **Policy**, but only in circumstances where the **Policyholder** is not paid their normal daily take home wage or salary. Provided that:

(a) the maximum amount the **Insurer** shall pay to a person for each day they attend court will be the lesser of:

(i) an amount equivalent to such person's normal daily take home wage or salary less any reduced wage or salary actually paid by such person's employer for such day; or

(ii) \$250, and

(b) the aggregate liability of the **Insurer** under this extension shall not exceed \$10,000 for all persons for any one **Claim**.

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

#### Dishonesty of employees and principals/medicare benefits fraud deletion

Extension 7.3 'Dishonesty of employees and principals/medicare benefits fraud' is deleted in its entirety.

#### Former subsidiary deletion

Extension 7.5 'Former subsidiary' is deleted in its entirety.

#### Inquiry Costs deletion

Extension 7.7 'Inquiry Costs' is deleted and replaced with the following:

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 directly from conduct allegedly committed by the **Insured** in conducting the **Healthcare Services**;
- (c) such indemnity is subject to the written consent of the **Insurer** prior to the incurring of the **Inquiry Costs**;
- (d) the **Insurer** is entitled, at its discretion, to appoint legal representation to represent the **Insured** at the inquiry or hearing;
- (e) regular or overtime wages, salaries or fees of the **Insured** are excluded from this indemnity; and
- (f) the total liability of the Insurer for all **Inquiry Costs** under this Extension will not exceed \$100,000 per **Eligible Member** and \$1,000,000 in the aggregate during the **Policy Period**.

#### Joint venture liability deletion

Extension 7.8 'Joint venture liability' is deleted in its entirety.

#### Newly created or acquired subsidiary deletion

Extension 7.12 'Newly acquired or acquired subsidiary' is deleted in its entirety.

#### Public relations expenses

Extension 7.13 'Public relations expenses' is deleted and replaced with the following:

The **Insurer** will indemnify the **Insured** for **Public Relations Expenses** incurred by the **Insured** in respect of an **Adverse Publicity Event** that first occurs and is notified to the **Insurer** during the **Policy Period**.

The total liability of the **Insurer** for all **Public Relations Expenses** under this Extension will not exceed \$10,000 per **Eligible Member** and \$250,000 in the aggregate during the **Policy Period**.

The **Insured** must pay an excess of the first \$1,000 of **Public Relations Expenses**, for any one **Adverse Publicity Event**. The excess is deducted from **Public Relations Expenses** before the application of the aggregate limit stated in this extension. The **Insurer** has no liability for the amount of **Public Relations Expenses** that is less than the excess for each **Adverse Publicity Event**. The **Insured** agrees that the excess must be borne by the **Insured** and is to remain uninsured.

#### Run off cover deletion

Extension 7.14 'Run off cover' is deleted in its entirety.

#### Students, volunteers, committee members and council members' deletion

Extension 7.18 'Students, volunteers, committee members and council members' is deleted in its entirety.

#### Vicarious liability for medical practitioners and locum tenens deletion

Extension 7.19 'Vicarious liability for medical practitioners and locum tenens' is deleted in its entirety.

#### Claims or circumstances prior to membership exclusion

The following is added as an exclusion in section 1 of the exclusions to the **Policy**:

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

- (a) any **Claim** first made against the **Insured** prior to such **Insured** becoming an **Eligible Member**; or
- (b) 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 known to the **Insured** prior to such **Insured** becoming an **Eligible Member**.

#### Abuse exclusion

### SECTION A: ABUSE EXCLUSION

Extension 7.11 'Molestation defence costs and inquiry costs' of the **Policy** is deleted in its entirety.

The following is added as an Exclusion in Section 2 of the Exclusions to the **Policy**:

arising directly or indirectly from or in respect of:

- (a) actual or alleged abuse; or
- (b) 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 **Defence Costs** or **Inquiry Costs** in relation to any matter listed above.

## SECTION B: ABUSE DEFINITION

For the purposes of clarification, under this **Endorsement**, 'abuse' includes, but is not limited to:

- (i) any verbal, non-verbal, mental or physical abuse of any person;
- (ii) sexual abuse, sexual assault, acts of indecency, sexual harassment or molestation;
- (iii) neglect, deprivation, bullying, physical interference with any person or assault of any kind;
- (iv) any verbal or non-verbal communication, behaviour or conduct with, or having, a sexual connotation;
- (v) any verbal or non-verbal communication, behaviour or conduct intended to harass, abuse or humiliate, including but not limited to hazing.

### Midwifery Exclusion

Exclusion 9.2.3 Childbirth is deleted and replaced with the following:

arising directly from or in respect of:

- (a) the practice of midwifery;
- (b) labour, which for the purposes of this exclusion, means the act of giving birth from the time of the onset of the dilation of the cervix until 24 hours after the delivery of the baby.

### Medical Practitioners Exclusion

It is agreed that:

i. the following is added as an Exclusion in Section 2 of the Exclusions to the Policy:

arising directly or indirectly from or in respect of any services rendered or failure to render services by a **Medical Practitioner** including but not limited to care, analysis, reporting, diagnosis, treatment, medical advice, the provision of service or goods, or the administering, prescribing or supplying of medication in respect of the physical or mental health of a person, or a breach of any Commonwealth, State or Territory health or medical laws or regulations in force in Australia and its external territories.

ii. the **Insurer** shall not be liable in respect of any **Healthcare Services, Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses, **Defence 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 based on any vicarious liability of the **Insured**, for any act, error or omission of a **Medical Practitioner** in the conduct of the **Healthcare Services**.

For the purposes of this Endorsement:

**Medical Practitioner** means a person registered or licensed as a medical practitioner under a Commonwealth, State or Territory law that provides for the registration or licensing of medical practitioners.

#### Authorisation condition amendment

General condition 11.2 'Authorisation' is deleted in its entirety and replaced with the following:

Each **Policyholder** is the agent for:

(a) such **Policyholder**; and

(b) the estate, heirs, legal representatives or legal assigns of such **Policyholder** in the event of the death or legal incapacity of such person,

and each person and entity included in (a) and (b) is bound by any statement, act or omission of such **Policyholder** for all purposes under this **Policy**, subject to 10.3 'Claims Conduct' and 11.11 'Severability and Non Imputation'.

#### Cancellation condition amendment

General condition 11.3 'Cancellation' is deleted in its entirety and replaced with the following:

The **Insured** may not cancel this **Policy**.

The Australian Workers' 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 Australian Workers' 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 or remove a **Policyholder's** interest in this **Policy** in accordance with the Insurance Contracts Act 1984 by giving notice in writing to The Australian Workers' Union of the date in which such cancellation is to take effect.

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



Payment of premium amendment

General condition 11.10 'Payment of premium' is deleted in its entirety and replaced with the following:

The Australian Workers' 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 Australian Workers' 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.

Adverse Publicity Event definition amendment

The definition of **Adverse Publicity Event** is deleted in its entirety and replaced with the following:

**Adverse Publicity Event** means an event which, in the reasonable opinion of a **Policyholder**, might cause the reputation of such **Policyholder** to be seriously affected by adverse or negative publicity.

Additional definition – Eligible Member

The following is added as a definition to the **Policy**:

**Eligible Member** means a natural person who:

(a) is or was a financial member of The Australian Workers' Union ("AWU") in accordance with the Rules of the AWU and as determined by the AWU Council from time to time.

(b) at the time of any actual or alleged act, error or omission giving rise to a **Claim** under the Insuring Clause was directly employed under a contract of service by a **Medical Establishment**; and

(c) whose total earnings as a sole practitioner outside any contract of service with such **Medical Establishment** in a financial year do not exceed \$75,000.

**Eligible Member** does not mean any natural person who is a contractor of a **Medical Establishment** under a contract for services.

Additional Definition – Medical Establishment

**Medical Establishment** means an entity providing healthcare services including but not limited to private and public hospitals, medical centres, day surgeries, radiology clinics, medical clinics, health clinics and rehabilitation clinics.

Additional Definition – Healthcare Services

**Healthcare Services** means the provision of nursing care and nursing services.

Full Annual Premium definition amendment

The definition of **Full Annual Premium** is deleted in its entirety and replaced with the following:

**Full Annual Premium** means the annual premium payable by The Australian Workers' Union, including any additional premium which becomes payable in respect of the **Policy Period**.

Inquiring Body definition deletion

The definition of **Inquiring Body** is deleted in its entirety and is replaced by the following:

**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 regulatory body, tribunal or legally constituted industry or professional board but excluding The Australian Workers' Union, any parliament or any committee of a parliament.

Insured definition amendment

The definition of **Insured** is deleted in its entirety and is replaced by the following:

**Insured** means:

(a) the **Policyholder**; or

(b) the estate, heirs, legal representatives or legal assigns of any natural person insured under this **Policy** in the event of the death or legal incapacity of such person.

Policyholder definition amendment

The definition of **Policyholder** is deleted in its entirety and is replaced by the following:

**Policyholder** means **Eligible Members** but only for **Healthcare Services** conducted whilst an **Eligible Member**.

Principal Policyholder clarification

Notwithstanding the definition of **Principal Policyholder**, in respect of clause 4 'Excess', the **Principal Policyholder** shall be deemed to be the **Policyholder** that is the subject of the **Claim** or has incurred the **Inquiry Costs** or **Defence Costs**.



Debra Miley

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