

**CERTIFICATE OF CURRENCY**

**From:** Joel Farrugia

We hereby confirm that we have arranged the insurance cover mentioned below:

The Australian Workers' Union - Queensland Branch  
Level 12, 333 Adelaide Street  
BRISBANE QLD 4000

**Date:** 7/05/2021

**Our Reference:** AWU QLD

**RENEWAL**

**Class of Policy:** Medical Malpractice  
**Insurer:** Vero Insurance Ltd  
GPO BOX 3999, SYDNEY 2001  
ABN: 48 005 297 807  
**The Insured:** The Australian Workers' Union - Queensland Branch

**Policy No:** LPP104183023  
**Invoice No:** 91504  
**Period of Cover:**  
From 13/01/2021  
to 13/01/2022 at 4:00 pm

**Details:**

See attached schedule for a description of the risk insured

**IMPORTANT INFORMATION**

The Proposal/Declaration:

- is to be received and accepted by the Insurer
- has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Signature: .....

On behalf of: **Coverforce Insurance Broking Pty Ltd**

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		<b>Our Ref:</b>	AWU QLD

## Medical Malpractice Insurance (Members)

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<u>Name Of Insured</u>	Eligible Financial Members of Australian Workers Union Queensland
<u>Insurer</u>	AAI Limited trading as Vero Insurance
<u>Policy Number</u>	LPP104183023
<u>Period Of Insurance</u>	From 13th January 2021 at 4.00 pm To 13th January 2022 at 4.00 pm Both Local Standard Time at the Insured's head office.
<u>The Business or Practice</u>	Provision of Nursing Care and Nursing Care services
<u>Limit Of Indemnity</u>	\$ 10,000,000 any one claim
<u>Maximum Aggregate Limit of Indemnity</u>	\$ 20,000,000 all Claims in the Aggregate
<u>Basis of Limit</u>	Costs Inclusive
<u>Excess</u>	\$ 2,000 inclusive of Insured Costs
<u>Retroactive Date</u>	13/01/2020, excluding known Claims and circumstances
<u>Territorial Limits</u>	Worldwide, excluding USA
<u>Jurisdictional Limits</u>	Worldwide, excluding USA
<u>Policy Form</u>	Medical Malpractice Civil Liability Insurance Policy V7363 05/11
<u>Insurance Clarification</u>	Consumer Protection Legislation - Included Contractual Liability - Included Intellectual Property - Included Libel or Slander - Included Liability for Acts, Errors or Omissions of Contractors and Consultants - Included
<u>Extensions</u>	Continuous Cover - Included Extended Reporting Period - Included Good Samaritan Acts - Included Lost Documents - Included (\$250,000) Sixty Day Reporting Period - Included
<u>Optional Extensions</u>	Principal's Previous Business - Not Included Fidelity - Not Included
<u>Endorsements</u>	<b><u>Master Policy Endorsement</u></b>

Part A – Additional Notices

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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

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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**

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### 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

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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;

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(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

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#### 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.



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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 – Covered Healthcare Worker

The following is added as a definition to the Policy:

Covered Healthcare Worker means a:

- (a) Registered Nurse
- (b) Enrolled Nurse
- (c) Assistant in Nursing
- (d) Personal Carer
- (e) Allied Health Assistant (including a Allied Health Assistant – specified allied health discipline);
- (f) Anaesthetic Technician/Assistant;
- (g) Audiology Assistant;
- (h) Clinical Measurements Assistant;
- (i) Dental Assistant;
- (j) Diversional Therapist;
- (k) Laboratory Assistant;
- (l) Leisure Therapist Assistant;
- (m) Medical Imaging Assistant (including a Dark Room Attendant);
- (n) Menu Monitor;
- (o) Mobility Aide Officer;
- (p) Mortuary Attendant/Assistant;
- (q) Music Therapy Assistant;
- (r) Nutrition Assistant and/or Dietetics Assistant;
- (s) Occupational Therapy Assistant;
- (t) Pathology Assistant (including a Central Specimen Reception coordinator and manager);
- (u) Pharmacy Assistant (including a Central Pharmacy and Patient Care Pharmacy Assistant);
- (v) Phlebotomist;
- (w) Physiotherapy Assistant;
- (x) Plaster Technician/Assistant and Orthopaedic Technician/Assistant;
- (y) Podiatry Assistant;
- (z) Prosthetic/Orthotic Assistant;
- (aa) Recreational Officer;
- (bb) Rehabilitation Assistant (including a Rehabilitation Therapy Assistant);
- (cc) Social Work Assistant;
- (dd) Speech Pathology Assistant;
- (ee) Therapy Assistant;
- (ff) Vector Control Officer;
- (gg) Aboriginal & Torres Strait Islander Health Worker;
- (hh) Fire Safety and Security Officer.

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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:

(i) 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;

(ii) a Covered Healthcare Worker; and

(iii) directly employed under a contract of service by a Medical Establishment, and

(b) 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

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**.

Healthcare Services definition amendment

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

**Healthcare Services** means the provision of:

nursing care and nursing services;

personal carer services;

allied health assistant services;

anaesthetic technician/assistant services;

audiology assistant services;

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clinical measurements assistant services;

dental assistant services;

diversional therapist services;

laboratory assistant services;

leisure therapist assistant services;

medical imaging assistant services (including a dark room attendant services);

menu monitor services;

mobility aide officer services;

mortuary attendant/assistant services;

music therapy assistant services;

nutrition assistant and/or dietetics assistant services;

occupational therapy assistant services;

pathology assistant services (including a central specimen reception coordinator and manager services);

pharmacy assistant services (including a central pharmacy and patient care pharmacy assistant services);

phlebotomist services;

physiotherapy assistant services;

plaster technician/assistant services and orthopaedic technician/assistant services;

podiatry assistant services;

prosthetic/orthotic assistant services;

recreational officer services;

rehabilitation assistant services (including a rehabilitation therapy assistant services);

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social work assistant services;

speech pathology assistant services;

therapy assistant services;

vector control officer services;

Aboriginal & Torres Strait Islander health worker services;

fire safety and security officer services.

#### 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.

#### Additional Definition – Medical Establishment

**Medical Establishment** means an entity providing healthcare services including but not limited to private and public

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hospitals, medical

centres, day surgeries, radiology clinics, medical clinics, health clinics and rehabilitation clinics.

Medical practitioner definition amendment

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

**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.

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**:

(a) 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**;

(b) In respect of extension 7.13 'Public relations', the **Principal Policyholder** shall be deemed to be the **Policyholder** that has incurred the

**Public Relations Expenses**.