



**Medical Malpractice**  
**Policy number:** LPP104212666

This Schedule is to be read in conjunction with your policy wording. Please read and check all the information is correct and complete.

<b>Policy:</b>	<b>Medical Malpractice</b>
<b>Intermediary:</b>	General (Sydney H/O)
<b>Policy Period:</b>	From 4 pm (Local Standard Time) 21/02/2023 To 4 pm (Local Standard Time) 21/02/2024
<b>Policyholder:</b>	Members of the Australian Workers Union Queensland
<b>Healthcare Services:</b>	Provision of services as outlined in the Master Policy Endorsement.
<b>Policy wording:</b>	Medical Malpractice Civil Liability Insurance Policy V7363 01/09/22 A
<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

**Insurance Clarifications:**

Consumer protection legislation	Not Included
Contractual liability	Not Included
Intellectual property	Not Included
Liability for contractor acts, errors or omissions	Not Included
Libel or slander	Not Included
Privacy complaints	Not Included

**Extensions:**

**Specified sub-limits:**

Compensation for court attendance		Not Included
Continuous cover		Included
Dishonesty of employees/principals; medicare fraud		Not Included
Extended reporting period		Included
Former subsidiary		Not Included
Good samaritan acts		Included
Inquiry costs	\$1,000,000	Included
Joint venture liability		Not Included
Legal consultation		Included
Lost documents	\$250,000	Included
Molestation defence costs & inquiry costs		Not Included
Newly created or acquired subsidiary		Not Included
Public relations expenses		Not Included
Run off cover		Included
Sixty day reporting period		Included
Spousal liability		Included
Statutory liability		Not Included

Students, volunteers, committee & council members

Not Included

Vicarious liability for medical practitioners

Not Included

## Optional Extensions:

## Specified sub-limits:

Principal's previous business

Not Included

Fidelity

Not Included

Fidelity Excess

Not Applicable

All sub-limits are part of and not in addition to the Limit of Indemnity and Maximum Aggregate Limit of Indemnity unless clearly specified otherwise.

## Premium:

Base Premium: \$30,000.00

GST: \$3,000.00

Stamp Duty: \$2,970.00

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Total: \$35,970.00

## Excess:

Excess: \$5,000

Inquiry costs excess: \$5,000

Fidelity excess: n/a

## Basis of excess:

Inclusive of Insured Costs

## Retroactive date:

13/01/2020 excluding known Claims and circumstances

## Jurisdictional limits:

Worldwide, excluding USA

## Territorial limits:

Worldwide, excluding USA

## Legal consultation:

<https://www.vero.com.au/content/dam/suncorp/insurance/vero/documents/policy-documents/vero-legal-consult-hotline-panel.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](mailto:lodgeclaim@vero.com.au)

## Endorsements:

The following Endorsements apply to your policy. Capitalised words used in the Endorsements have the same meaning given to them in the policy wording unless they are defined differently in an Endorsement. If they are defined differently in an Endorsement that definition only applies to that Endorsement.

Master Policy Endorsement

Failure to Comply with Infectious or Contagious Disease Controls Exclusion Endorsement



**Medical Malpractice V7363 01/09/22 A Endorsement**

Insured: Members of the Australian Workers Union Queensland

This document is an endorsement to Policy No. LPP104212666

Policy reference: Medical Malpractice Civil Liability Insurance Policy V7363 01/09/22 A

This endorsement applies to the Period of Insurance:

from 4 pm (local standard time)	21/02/2023
to 4 pm (local standard time)	21/02/2024

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

This endorsement has effect from 21/02/2023

**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.

**A1. 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.

**A2. 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.

**A3, 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****B1. 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.

#### B2. Liability for acts, errors or omission of contractors and consultants amendment

Insurance Clarification 6.5 'Liability for acts, errors or omissions of contractors and consultants' will not apply to acts, errors or omissions of Medical Practitioners.

#### B3. 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 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.

#### B4. 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.

#### B5. Former subsidiary deletion

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

#### B6. Inquiry Costs amendment

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.

#### B8. Joint venture liability deletion

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

#### B9. Newly created or acquired subsidiary deletion

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

#### B10. Public relations expenses amendment

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.

#### B11. Run off cover deletion

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

B12. Students, volunteers, committee members and council members' deletion

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

B13. 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.

B14. 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.

B15. 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.

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.

#### B16. 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.

#### B17. Medical practitioners exclusion amendment

Exclusion 9.2.11 'Medical practitioners' is deleted in its entirety and replaced with the following:

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.

#### B18. Medical practitioner vicarious liability exclusion

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

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.

#### B19. 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 above in the event of the death or legal incapacity of such person,

and each person and entity included in points (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'.

#### B20. 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 ("AWU") 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 and AWU will receive a refund of any balance of the premium actually paid (including GST if applicable) less any non-refundable government charges, unless there have been any notifications during the Policy Period or the Policy is cancelled due to fraud, 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 AWU 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 AWU of the date in which such cancellation is to take effect.

#### B21. 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 ("AWU") 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 AWU 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.

#### B22. 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.

#### B23. Additional definition – Covered Healthcare Worker

The following is added as a definition to the Policy:

Covered Healthcare Worker means:

(a) a person who is registered as a nurse with the Nursing and Midwifery Board of Australia (including as an enrolled nurse or nurse practitioner);

(b) an assistant in nursing.

#### B24. Additional definition – Eligible Member

The following is added as a definition to the Policy:

Eligible Member means a natural person who is or was:

- (a) 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) a Covered Healthcare Worker; and
- (c) directly employed under a contract of service by a Medical Establishment.

The definition of Eligible Member is extended to include an Eligible Member's Eligible Side Business.

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

#### B25. Additional definition – Eligible Side Business

The following is added as a definition to the Policy:

Eligible Side Business means an Eligible Member who provides Healthcare Services as a sole practitioner outside any contract of service with a Medical Establishment, but only where their total earnings as a sole practitioner in the most recent full financial year prior to the commencement of the Policy Period did not exceed \$75,000.

#### Full Annual Premium definition amendment

B26. 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.

#### B27. Healthcare Services definition amendment

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

Healthcare Services means any service, care, treatment or advice provided in respect of the physical or mental health of a person.

#### B28. 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.

#### B29. 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.

#### B30. 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.

#### B31. 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.

#### B32. 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.

#### B33. 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.

Endorsement ID - Freeform

**Medical Malpractice V7363 01/09/22 A Endorsement**

Insured: Members of the Australian Workers Union Queensland

This document is an endorsement to Policy No. LPP104212666

Policy reference: Medical Malpractice Civil Liability Insurance Policy V7363 01/09/22 A

This endorsement applies to the Period of Insurance:

from 4 pm (local standard time)	21/02/2023
to 4 pm (local standard time)	21/02/2024

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

This endorsement has effect from 21/02/2023

**Failure to Comply with Infectious or Contagious Disease Controls Exclusion Endorsement**

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 failure by the Insured to comply with any:

- (a) Federal, State, Territory or Local Government legislation, regulation; or
- (b) order or direction of a competent authority or regulatory body,

relating to the prevention, control or suppression of the transmission of:

- (i) highly pathogenic avian influenza in humans; or
- (ii) any Listed Human Disease as defined in or declared under the Biosecurity Act 2015 (Cth).

A reference to the Biosecurity Act 2015 (Cth) includes any amendment, replacement, re-enactment or successor legislation. Listed Human Disease shall have the meaning found in the Biosecurity Act 2015 (Cth) or the replacement definition in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

Endorsement ID - MM-VERO-412 0620

## 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, that 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;
- ▼ is common knowledge;
- ▼ 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.

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement and Suncorp Group Privacy Policy by visiting [www.vero.com.au/privacy](http://www.vero.com.au/privacy) or call us on 1300 888 073.