

## Medical Malpractice Civil Liability Insurance Schedule

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**PLEASE READ THE ENTIRE POLICY CAREFULLY**

<b>Policy Number:</b>	LPP009997552	
<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>	Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)	
<b>Broker Name and Address:</b>	Steadfast NSG (Southbank H/O)  GPO Box 822 BRISBANE QLD 4001	
<b>Healthcare Services:</b>	The Healthcare Services of Medical Scientists, Dieticians, Audiologists, Medical Physicists, Technicians, Laboratory Technicians, Research Scientists, Genetic Counsellors, IVF Counsellors, therapists and Perfusionists Members of the Medical Scientists Association of Victoria and/ or Members of Health Services Union of Victoria No. 4 Branch including training, education and volunteer work in the Insured Healthcare Services.	
<b>Policy Period:</b>	From 4 pm (Local Standard Time) 01/07/2022 To 4 pm (Local Standard Time) 01/07/2023	
<b>Premium:</b>	\$45,422.00	
<b>GST:</b>	\$4,542.20	
<b>Stamp Duty:</b>	\$4,996.42	
<b>Total:</b>	\$54,960.62	
<b>Limit of Indemnity:</b>	\$10,000,000	
<b>Maximum Aggregate Limit of Indemnity:</b>	\$70,000,000	
<b>Basis of Limit:</b>	Costs in Addition	
<b>Excess:</b>	\$0 Inclusive of Insured Costs	
<b>Retroactive Date:</b>	Unlimited, excluding known Claims and circumstances	
<b>Extensions:</b>	<b>Sub-limit</b>	
Compensation for Court Attendance		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	\$250,000	Included
	Inquiry Costs Excess: \$0	
Joint Venture Liability		Not Included
Legal Consultation		Included
Lost Documents	\$10,000,000	Included
Molestation Defence Cost and Inquiry Costs		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		Included
Statutory Liability	\$100,000	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  
 Insuring clause amendment  
 Compensation for court attendance amendment  
 Dishonesty of employees and principals - medicare benefits fraud deletion  
 Extended reporting period amendment - Eligible Member run off cover  
 Former subsidiary deletion  
 Joint venture liability deletion  
 Newly created or acquired subsidiary deletion  
 Run off cover deletion  
 Students, volunteers, committee members and council members? deletion  
 Vicarious liability for medical practitioners and locum tenens deletion  
 Prior claims or known circumstances amendment  
 Authorisation condition amendment  
 Cancellation condition amendment  
 Payment of premium amendment  
 Adverse Publicity Event definition amendment  
 Additional definition - Eligible Member  
 Full Annual Premium definition amendment  
 Additional definition - Industrial Instrument  
 Inquiring Body definition deletion  
 Inquiry Costs definition amendment  
 Insured definition amendment  
 Additional definition - PAYG Taxpayer  
 Policyholder definition amendment  
 Principal Policyholder clarification  
 Additional definition - Related Entity  
 Abuse Exclusion Endorsement  
 Public and Products Liability Extension  
 Employed Medical Practitioners Exclusion and Related Vicarious Liability Exclusion  
 Endorsement

**Legal Advisor:** <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)

**Insurer's Address:** Vero Profin  
GPO Box 1453  
Brisbane QLD 4001  
Telephone: 13 18 13  
Facsimile: (07) 3031 2049

**Per:**



Adam Carter

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

Issued in Brisbane on 8 Jul 2022

**Medical Malpractice Endorsement**

Insured: Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)

This document is an endorsement to Policy No.

LPP009997552

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) 01/07/2022

to 4 pm (local standard time) 01/07/2023

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

This endorsement has effect from 01/07/2022

**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**.

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

The Health Services Union (Victoria No.4 Branch) acts as the agent for renewal notices and the collection of premium.

The Health Services Union (Victoria No.4 Branch) 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.

BSE-20-376-0206



Adam Carter

Endorsement ID - Freeform

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Insurance: from 4 pm (local standard time) 01/07/2022  
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This endorsement has effect from 01/07/2022

**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** for their conduct of **Healthcare Services** for which they are entitled to be indemnified by their employer or a government scheme, unless:

(a) after reasonable attempts have been made, they are unable to obtain indemnity from such employer or government scheme; or

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

BSE-20-376-0206



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This endorsement applies to the Period of Insurance:

from 4 pm (local standard time) 01/07/2022

to 4 pm (local standard time) 01/07/2023

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

This endorsement has effect from 01/07/2022

**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.

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from 4 pm (local standard time)	01/07/2022
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This endorsement has effect from 01/07/2022

**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.

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from 4 pm (local standard time)	01/07/2022
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This endorsement has effect from 01/07/2022

**Extended reporting period amendment – Eligible Member run off cover**

Extension 7.4 'Extended reporting period' is deleted in its entirety and replaced with the following.

In the event that this **Policy** is not renewed with the **Insurer**, each **Eligible Member** shall be entitled to a Run Off Period of six years, or 2191 days, whichever is the shorter period of time.

An **Eligible Member's** Run Off Period begins immediately following the expiry of the **Policy Period** and ends on the earlier of:

(a) 4pm LST six years or 2191 days thereafter (whichever is the shorter period of time); or

(b) at the time on the effective date on which the **Eligible Member** obtains or is covered by insurance that covers at least substantially the same risk exposure as this **Policy**.

During the Run Off Period the **Eligible Member** may continue to notify the **Insurer** of **Claims**, but only **Claims** 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 Run Off Period will be deemed to have been first notified to the **Insurer** during the **Policy Period**.

BSE-20-376-0206



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**Former subsidiary deletion**

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

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**Joint venture liability deletion**

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

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**Newly created or acquired subsidiary deletion**

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

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**Run off cover deletion**

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

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

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

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This endorsement has effect from 01/07/2022

**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

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This endorsement has effect from 01/07/2022

**Prior claims or known circumstances amendment**

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**.

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**Medical Malpractice Endorsement**

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This endorsement has effect from 01/07/2022

**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'.

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This endorsement has effect from 01/07/2022

**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 Health Services Union (Victoria No.4 Branch) 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 The Health Services Union (Victoria No.4 Branch) 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 The Health Services Union (Victoria No.4 Branch) 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 Health Services Union (Victoria No.4 Branch) of the date in which such cancellation is to take effect.

BSE-20-376-0206



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This endorsement has effect from 01/07/2022

**Payment of premium amendment**

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

The Health Services Union (Victoria No.4 Branch) 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 Health Services Union (Victoria No.4 Branch) 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.

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This endorsement has effect from 01/07/2022

**Additional definition – Eligible Member**

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

**Eligible Member** means any natural person who is or was a financial member of the Health Services Union (Victoria No.4 Branch) (“HSU”) in accordance with the Rules of the HSU and as determined by the HSU Council from time to time, provided that a person is deemed not to be an **Eligible Member** in respect of the conduct of any **Healthcare Services**:

- (a) under any name other than such person’s own name; or
- (b) in partnership with any other person; or
- (c) in such person’s capacity as an employee of a **Related Entity**; or
- (d) for a **Related Entity**; or
- (e) under a person’s own name where the gross income from such **Healthcare Services** exceeds \$25,000 during the **Policy Period**.

Provided further that paragraphs (c) and (d) shall not apply where such person is a bona fide employee of a **Related Entity** under an **Industrial Instrument** negotiated by the HSU and is a **PAYG Taxpayer**.



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This endorsement has effect from 01/07/2022

**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 Health Services Union (Victoria No.4 Branch), including any additional premium which becomes payable in respect of the **Policy Period**.

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**Additional definition – Industrial Instrument**

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

**Industrial Instrument** means any award, certified agreement, Workplace Agreement, Enterprise Bargaining Agreement or other Instrument however named which is registered with either the State or Federal Industrial Commissions however named.

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**Inquiring Body definition deletion**

The definition of **Inquiring Body** is deleted in its entirety.

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**Inquiry Costs definition amendment**

The definition of **Inquiry Costs** is deleted in its entirety and is replaced by the following;

**Inquiry Costs** means necessary and reasonable legal costs and expenses incurred by the **Insured** arising out of any notice from a coroner's court or AHPRA requiring a response from the **Insured** in relation to a coronial inquiry or AHPRA inquiry or requiring the **Insured's** attendance at any coronial inquiry or AHPRA inquiry which the **Insured** is required by law to attend (not being **Defence Costs**).

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This endorsement has effect from 01/07/2022

**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.

BSE-20-376-0206



Adam Carter

Endorsement ID - Freeform

**Medical Malpractice Endorsement**

Insured: Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)

This document is an endorsement to Policy No. LPP009997552

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)	01/07/2022
to 4 pm (local standard time)	01/07/2023

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

This endorsement has effect from 01/07/2022

**Additional definition – PAYG Taxpayer**

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

**PAYG Taxpayer** means:

(a) a person in relation to whom such person's employer makes deductions from amounts paid to such person for work performed for, or services provided to, the employer under the Income Tax Assessment Act 1936 (Cwlth), part 6, division 2; or

(b) a person in relation to whom, when the civil liability occurred, such person's employer had not made the deductions mentioned in paragraph (a) only because the employer was not required to make the deductions because of:

(i) the length of time during which the person had been in the employer's employment; or

(ii) the amount of money paid to the person; or

(iii) a written direction or certificate from the Taxation Commissioner under the Income Tax Assessment Act 1936 (Cwlth), section 221D or 221E.

BSE-20-376-0206



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Endorsement ID - Freeform

**Medical Malpractice Endorsement**

Insured: Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)

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from 4 pm (local standard time)	01/07/2022
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This endorsement applies, in relation to its terms, notwithstanding any other term of the Policy.

This endorsement has effect from 01/07/2022

**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**.

BSE-20-376-0206



Adam Carter

Endorsement ID - Freeform

**Medical Malpractice Endorsement**

Insured: Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)

This document is an endorsement to Policy No. LPP009997552

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

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from 4 pm (local standard time)	01/07/2022
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This endorsement applies, in relation to its terms, notwithstanding any other term of the Policy.

This endorsement has effect from 01/07/2022

**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**.

BSE-20-376-0206



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Endorsement ID - Freeform

**Medical Malpractice Endorsement**

Insured: Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)

This document is an endorsement to Policy No. LPP009997552

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)	01/07/2022
to 4 pm (local standard time)	01/07/2023

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

This endorsement has effect from 01/07/2022

**Additional definition – Related Entity**

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

**Related Entity** means any person or entity in relation to which the member is:

- (a) a **Relative**;
- (b) a shareholder, **Principal**, secretary, trustee, beneficiary or partner; or
- (c) a **Relative** of a shareholder, **Principal**, secretary, trustee, beneficiary or partner.

BSE-20-376-0206



Adam Carter

Endorsement ID - Freeform

**Medical Malpractice Endorsement**

Insured: Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)

This document is an endorsement to Policy No. LPP009997552

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)	01/07/2022
to 4 pm (local standard time)	01/07/2023

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

This endorsement has effect from 01/07/2022

**Abuse Exclusion Endorsement**

Extension 7.11 'Molestation defence costs and inquiry costs' of the **Policy** is hereby 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.



Adam Carter

Endorsement ID - MM-052-02/19



**Medical Malpractice Endorsement**

Insured: Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)

This document is an endorsement to Policy No. LPP009997552

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)	01/07/2022
to 4 pm (local standard time)	01/07/2023

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

This endorsement has effect from 01/07/2022

**Public & Products Liability Extension (Claims Made) Endorsement**

## SECTION A. DEFINITIONS

For the purposes of this Endorsement:

1. 'Advertising Injury' means injury arising out of:

(a) libel, slander or defamation,

(b) piracy of or any act, error or omission in the use of, advertising or merchandising ideas,

(c) infringement of copyright, or

(d) invasion of the right of privacy, first published or broadcast or first committed or alleged to have been committed in connection with the Insured's advertising activities.

2. 'Business' means the Healthcare Services described in the Schedule and shall also include:

(a) the ownership or occupation of, the carrying out of repairs, maintenance, alterations or additions to, or the demolition of any premises the Policyholder owns, rents or leases for the primary purpose of conducting the Healthcare Services; and

(b) the deeming of the Policyholder to be a manufacturer of Products by operation of a law of Australia or its external territories.

3. 'Damage to Property' means:

(a) physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom; and/or

(b) loss of use of tangible property which has not been physically damaged, destroyed or lost, provided that such loss of use is caused by or arises out of physical damage of other tangible property.

4. 'Occurrence' means an event, including continuous or repeated exposure to substantially the same general conditions, which results in

Personal Injury, Damage to Property or Advertising Injury that is neither expected nor intended from the standpoint of the Insured.

With respect to Personal Injury or Damage to Property, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

All Advertising Injury arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one Occurrence.

5. 'Personal Injury' means

(a) bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium resulting therefrom; or

(b) the effects of false arrest, false imprisonment, wrongful detention, wrongful entry or wrongful eviction, malicious prosecution or humiliation; or

(c) the effects of libel, slander, defamation of character or invasion of privacy, unless arising out of Advertising Injury; or

(d) the effects of assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of preventing or eliminating danger to persons or property; or

(e) the effects of discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the direction of the Insured, but only with respect to liability other than fines and penalties imposed by law.

6. 'Products' means anything, including any packaging or container thereof (after it has ceased to be in the possession or control of any of the Insured) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed in or from Australia or its external territories by any of the Insured in the course of the Business, and also includes:

(a) the design formula or specification of such Products, and

(b) directions markings, instructions, warnings or advice given or omitted to be given in connection with such Products, and

(c) anything in respect of which the Insured is taken or deemed to be the manufacturer by operation of a law of Australia or its external territories.

7. 'Territorial Limits' means anywhere within Australia including its external territories.

8. 'Vehicle' means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual power and any trailer made or intended to be drawn by any such machine whilst attached thereto.

## SECTION B. PUBLIC LIABILITY EXTENSION

The following is added as an Extension to the Policy:

The Insurer will indemnify the Insured against legal liability to pay 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 for:

(a) Personal Injury; and/or

(b) Damage to Property; and/or

(c) Advertising Injury,

happening within the Territorial Limits as a result of an Occurrence and in connection with the Business, less the amount of the Public Liability Excess specified in Section F 'Endorsement Schedule'.

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

Clause 4 'Excess' of this Policy shall not apply to this Extension.

Provided that the Insurer will not be liable to indemnify an Eligible Member under this Section B 'Public Liability Extension' for legal liability for which they are entitled to be indemnified by their employer or a government scheme, unless:

(i) after reasonable attempts have been made, they are unable to obtain indemnity from such employer or government scheme; or

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

#### SECTION C. PRODUCTS LIABILITY EXTENSION

The following is added as an Extension to the Policy:

The Insurer will indemnify the Insured against legal liability to pay 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 for

(a) Personal Injury; and/or

(b) Damage to Property, other than:

i. Property belonging to any of the Insured;

ii. Property in the possession or control of any of the Insured; and/or

(c) Advertising Injury, happening within the Territorial Limits as a result of an Occurrence and caused by or arising from the Products, less the amount of the Products Liability Excess specified in Section F 'Endorsement Schedule'.

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

Clause 4 'Excess' of this Policy shall not apply to this Extension.

Exclusion 9.2.8 'Goods sold, stored, supplied or distributed' of the Policy shall not apply to this Section C 'Products Liability Extension'.

Provided that the Insurer will not be liable to indemnify an Eligible Member under this Section C 'Products Liability Extension' for legal liability for which they are entitled to be indemnified by their employer or a government scheme, unless:

- (i) after reasonable attempts have been made, they are unable to obtain indemnity from such employer or government scheme; or
- (ii) the Insurer provides written agreement that such indemnification need not be sought.

#### SECTION D. EXCLUSIONS

In addition to the Exclusions in this Policy, the following Exclusions shall also apply to this Endorsement:

##### SECTION D.1 PUBLIC LIABILITY EXCLUSIONS

The Insurer shall not be liable under Section B 'Public Liability Extension' of this Endorsement for

1. liability assumed solely under an agreement unless such liability would have attached in the absence of such agreement or is specifically allowed by the Insurer's written Endorsement, or relates to a liability assumed by any of the Insured under a lease for the premises referred to point (a) of the Definition of 'Business'.
2. the cost of performing, completing, correcting or improving any work done or undertaken by any of the Insured.
3. Personal Injury or Damage to Property caused by or in connection with the operation, ownership, possession or use by or on behalf of any of the Insured of any vessel or craft made or intended to be water borne or air borne, (other than a watercraft or water vessel not exceeding 8 metres in length or a hand propelled boat or pontoon).
4. Personal Injury or Damage to Property caused by or in connection with the operation, ownership, possession or use by any of the Insured of any Vehicle which is registered or required to be insured under any law which applies to its use (hereinafter referred to as Statutory Insurance).

However, this Exclusion will not apply to the Insured's legal liability covered under Section B. of this Endorsement to pay compensation for Personal Injury or Damage to Property where that liability arises out of:

- (a) the delivery or collection of goods to or from any Vehicle where such Personal Injury or Damage to Property occurs beyond the limits of any carriageway or thoroughfare; or
- (b) the loading or unloading of or the delivery or collection of goods to or from any Vehicle used in work undertaken by or on behalf of any of the Insured, but which is not in the physical or legal control of such Insured; or
- (c) the use of any Vehicle as a tool of trade.

Provided that such liability did not arise in circumstances for which indemnity should be provided under any form of Statutory Insurance

whether such insurance was effected or not.

5. Personal Injury, Damage to Property or Advertising Injury caused by Products other than Personal Injury or Damage to Property caused by food or beverages sold or supplied by any of the Insured as a service to Employees or visitors for consumption on the premises of such Insured.

6. Damage to Property:

A. happening to property belonging to any of the Insured; or

B. happening to property in the Insured's physical or legal care, custody or control,

but this Exclusion shall not apply to:

(a) personal possessions of directors, partners, Employees or visitors;

(b) premises (and their contents) not owned or rented by any of the Insured but which are temporarily occupied by any of the Insured for the purpose of carrying out work in connection with the Business;

(c) premises (including fixtures and fittings) leased or rented to any of the Insured provided that the Policyholder shall be responsible for the first \$100 in respect of loss or damage caused other than by fire or explosion in addition to any Excess specified in the Endorsement Schedule;

(d) Vehicles, not owned by the Policyholder nor used in connection with the Business, whilst within a free car park provided by the Policyholder for the use of customers, visitors or Employees; or

(e) the first \$250,000 of each Occurrence which results in physical damage to or destruction of tangible property (not being property referred to in points (a), (b), (c) or (d) of this Exclusion) in the physical or legal care, custody or control of any of the Insured in connection with the Business.

## SECTION D.2 PRODUCTS LIABILITY EXCLUSIONS

The Insurer shall not be liable under Section C 'Products Liability Extension' of this Endorsement for

1. Personal Injury or Damage to Property caused by or arising out of Products intended specifically for, and installed in or on, an aircraft or other aerial device, or caused by or arising out of Products which any of the Insured knew would be so installed, where such Products are essential to the operation or navigation of an aircraft or other aerial device.

2. liability assumed solely under an agreement unless such liability

(a) would have attached in the absence of such agreement, or

(b) is specifically allowed by the Insurer's written Endorsement, or

(c) is assumed by any of the Insured under a warranty of fitness or quality, or is implied by law, in respect of Products

3. the cost of recalling, withdrawing, replacing or repairing Products or of making any refund on the price paid for Products, provided that this Exclusion 3 does not apply to liability for physical damage to or destruction of Products caused by other Products if they were physically independent at the time of such physical damage or destruction

4. Personal Injury, Damage to Property or Advertising Injury:

(a) happening in the United States of America, its territories or protectorates; or

(b) caused by Products exported by any of the Insured to the United States of America, its territories or protectorates.

5. any Claim indemnifiable under Section B 'Public Liability Extension' of this endorsement.

#### SECTION D.3 PUBLIC AND PRODUCTS LIABILITY EXCLUSIONS

The Insurer shall not be liable under Section B 'Public Liability Extension' or Section C 'Products Liability Extension' of this Endorsement for

1.

(a) Personal Injury or Damage to Property caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) unless such discharge, dispersal, release or escape:

i. is neither reasonably expected nor intended by any of the Insured; and

ii. is the consequence of a sudden and instantaneous cause which takes place at a clearly identifiable point in time;

(b) any costs or expenses incurred in preventing, removing, nullifying or cleaning-up any discharge, dispersal, release or escape as described in (a) above, unless such costs or expenses are consequent upon an unexpected, unintended sudden and instantaneous cause which takes place at a clearly identifiable point in time and results in Personal Injury or Damage to Property neither of which is otherwise excluded by this Endorsement.

Provided that the total aggregate liability of the Insurer during any one Policy Period, in respect of all Claims arising from such Personal Injury or Damage to Property or for such costs or expenses, shall not exceed the Pollution Sub-limit specified in Section F 'Endorsement Schedule'.

2. Claims in respect of the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

(a) a delay in or lack of performance by or on behalf of any of the Insured of any contract or agreement, or

(b) the failure of Products or work performed by or on behalf of any of the Insured to meet the level of performance quality fitness or durability warranted or represented by any of the Insured, but this Exclusion 2 (b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Products or work performed by or on behalf of any of the Insured after such Products or work have been put to their intended use by any person or organisation other than Insured.

3. any amount by way of fines, penalties, exemplary, punitive or aggravated damages or in respect of liquidated damages, or incurred

under a penalty clause, or in respect of infringement of copyright or patent.

4. Personal Injury to any Employee arising out of or in the course of his/her employment save that Exclusion 1 of Section B and this Exclusion 4 shall not apply to liability for such Personal Injury assumed by an Insured under a written contract or agreement with another (not being an Insured). In the event of a conflict between this Exclusion 4 and the following Exclusion 5, Exclusion 5 shall prevail.

5. liability imposed by the provisions of any Workers' Compensation legislation or any Accident Compensation legislation or industrial award or agreement or determination for injuries to workers or employees.

6. Personal Injury or Damage to Property arising out of the publication or utterance of a libel or slander or defamation of character:

(a) made prior to the commencement of the Policy Period;

(b) made at the direction of any of the Insured with knowledge of the falsity thereof; or

(c) related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals conducted by or on behalf of any of the Insured.

7. Advertising Injury resulting from:

(a) failure to perform a contract, or a breach of contract;

(b) infringement of trademark, service mark or trade name, titles and slogans, by use thereof on or in connection with goods or services sold, offered for sale or advertised;

(c) incorrect description of any article or commodity;

(d) mistake in advertised price.

8. Personal Injury or Damage to Property arising directly or indirectly from or in respect of asbestos, asbestos fibres or derivatives of asbestos. In the event of any conflict between this Exclusion and the Asbestos Exclusion in the Policy, this Exclusion shall prevail.

9. breach of a duty owed in a professional capacity by any of the Insured.

10. any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of the Insured's Employees.

## SECTION E. GENERAL CONDITIONS

The following are included as General Conditions to Section B 'Public Liability Extension', Section C 'Products Liability Extension' and Section D 'Exclusions' of this Endorsement.

1. Any liability of the Insurer under this Endorsement shall depend upon the following matters:

(a) the observance of the terms and conditions of this Endorsement by any of the Insured insofar as they relate to anything to be done or complied with by such Insured; and

(b) the notification as soon as practicable by any of the Insured of any alteration in risk which materially affects this insurance

2. The Insured at their own expense shall take or cause to be taken all reasonable care to:

(a) maintain premises plant and everything used in the Business in proper repair;

(b) employ only competent Employees;

(c) comply with all statutory obligations and regulations imposed by any authority; and

(d) remedy any defects or eliminate any dangers which may give rise to Personal Injury, Damage to Property or Advertising Injury.

#### SECTION F. ENDORSEMENT SCHEDULE

Public Liability Excess: \$250

Products Liability Excess: \$250

Pollution Sub-limit: \$10,000,000

BSE-20-377-0206



Adam Carter

Endorsement ID - Freeform



**Medical Malpractice Endorsement**

Insured: Eligible Members of Health Services Union of Australia Victoria No. 4 Branch (Formerly Financial Members of the Health Services Union of Australia Victoria No. 4 Branch)

This document is an endorsement to Policy No. LPP009997552

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)	01/07/2022
	to 4 pm (local standard time)	01/07/2023

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

This endorsement has effect from 01/07/2022

**Employed Medical Practitioners Exclusion and Related Vicarious Liability Exclusion Endorsement**

It is agreed that:

i. 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 an **Employed 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. Extension 7.19 'Vicarious Liability for Medical Practitioners and locum tenens' is deleted in its entirety.

iii. 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 based on any vicarious liability of the **Policyholder** or any **Principal** of the **Policyholder** for any act, error or omission of an **Employed Medical Practitioner** in the conduct of the **Healthcare Services**.

For the purposes of this **Endorsement**:

**Employed Medical Practitioner** means a **Medical Practitioner** who is an **Employee** or **Principal**.

**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.



Adam Carter

Endorsement ID - MM-399-02/21