



**TEGO**



## Entity Medical Malpractice

### Policy Schedule & Certificate of Currency

<b>Insurer</b>	Tego Insurance Pty Ltd on behalf of Certain Underwriters at Lloyd's as authorised under UMRB0755R243338		
<b>Policy Number</b>	EMMI-115599-03		
<b>Insured</b>	Insured members of Health Services Union of Australia Victoria No. 4 Branch, including but not limited to Victorian Psychologists Association Inc, Association of Hospital Pharmacists, and Medical Scientists Association of Victoria		
<b>Business Activities</b>	Allied Health and ancillary or related services provided by Psychologists, Pharmacists, Medical Scientists, Dietitians, Audiologists, Medical Physicists, Technicians, Laboratory Technicians, Research Scientists, Genetic Counsellors, IVF Counsellors, Therapists and Clinical Perfusionists, including training, education, and voluntary work.		
<b>Policy Wording</b>	TEGO-EMMI-8346-0324 Entity Medical Malpractice Policy		
<b>Period of Insurance</b>	From 4:00pm 30 June 2024 to 4:00pm 30 June 2025		
<b>Retroactive Date</b>	Unlimited, excluding known claims and circumstances		
<b>Limits of Liability (AUD)</b>	Medical Malpractice	20,000,000 any one <b>Claim</b>	and 60,000,000 in the aggregate
	Errors and Omissions	20,000,000 any one <b>Claim</b>	and 60,000,000 in the aggregate
	Public Liability	20,000,000 any one <b>Occurrence</b>	
	Products Liability	20,000,000 any one <b>Occurrence</b>	and 20,000,000 in the aggregate
<b>Deductible (AUD)</b>	Medical Malpractice	Nil	
	Errors and Omissions	Nil	
	Public Liability	Nil	
	Products Liability	Nil	
<b>Premium (AUD)</b>	As Agreed		
<b>Endorsements</b>	Amended Definition Endorsement: Insured Additional Defined Term Endorsement: Financial Member Excluded Liability Endorsement Amended Cancellation Provisions Amended Run Off Cover Endorsement Excluded Activities Endorsement Amended Coverage Endorsement: Complaint and Investigation Costs Extended Continuity for Pre-Existing Financial Members Endorsement		

# Policy Schedule

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## Sections of Cover

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<u>Section</u>	<u>Operative</u>	<u>Policy Territory</u>	<u>Claims Jurisdiction</u>
Section 1 – Medical Malpractice	Included	Worldwide Excluding USA	Worldwide Excluding USA
Section 2 – Errors and Omissions	Included	Worldwide Excluding USA	Worldwide Excluding USA
Section 3 – Public Liability	Included	Worldwide Excluding USA	Worldwide Excluding USA
Section 4 – Products Liability	Included	Worldwide Excluding USA	Worldwide Excluding USA

## Section 1 – Medical Malpractice

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<u>Heads of Cover</u>	<u>Operative</u>	<u>Sub-limits of Liability</u>
Abuse Liability	Included	500,000
Court Attendance Compensation	Included	250 per day up to a maximum of 7,500
Complaint and Investigation Costs	Included	1,000,000
Medicare and Private Health Insurer	Included	1,000,000
Continuous Cover	Included	
Good Samaritan Acts	Included	
Telehealth	Included	
Reporting a Healthcare Practitioner or Incident	Included	
Vicarious Liability	Included	
Reinstatement	Included	Two

## Section 2 – Errors and Omissions

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<u>Heads of Cover</u>	<u>Operative</u>	<u>Sub-limits of Liability</u>
New Subsidiaries	Included	
Dishonesty of Employees	Included	
Court Attendance Compensation	Included	250 per day up to a maximum of 7,500
Complaint and Investigation Costs	Included	1,000,000
Loss of Documents	Included	1,000,000
Former Subsidiaries	Included	
Joint Ventures	Included	
Continuous Cover	Included	
Reinstatement	Included	Two
Media Management Crisis Costs	Included	50,000
Contamination Costs	Included	150,000
Statutory Liability	Included	500,000
<u>OPTIONAL EXTENSIONS</u>		
Fidelity	Not Included	

## Section 3 – Public Liability

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<u>Heads of Cover</u>	<u>Operative</u>
Bodily Injury	Included
Property Damage	Included
Advertising Injury Liability	Included
Tenants Legal Liability	Included

## Section 4 – Products Liability

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<u>Heads of Cover</u>	<u>Operative</u>
Bodily Injury	Included
Property Damage	Included

## Endorsements

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### Amended Definition Endorsement: Insured

It is hereby noted and agreed that the Definition of **Insured** is deleted and replaced with:

#### **Insured**

means any natural person or corporate entity who, during the **Policy Period**, is a:

- (a) **Financial Member** of the AHP/MSAV/VPA; and either
- (b) provides services as detailed in the **Business Activities** to an employer and was remunerated by the employer for that service under a contract of service in Australia; or
- (c) provides services as detailed in the **Business Activities** as a self-employed practitioner.

There are no other modifications to the **Policy** under this endorsement.

### Additional Defined Term Endorsement: Financial Member

It is hereby noted and agreed that the following defined term is added to Definitions:

#### **Financial Member**

means any natural person or corporate entity who:

- (a) having previously paid their membership 12 months in advance has made a renewal payment within three months of that anniversary date; or
- (b) pays his or her membership subscription within one month of its due date; or
- (c) pays his/her membership subscription by payroll deduction, whilst the relevant authority to make payroll deductions remains in force; or
- (d) pays his/her membership subscription after the expiration of the periods noted in 3 a) and b) above but such persons are only deemed to be **Financial Members** from the date their membership subscription payment is received by the AHP/MSAV/VPA.
- (e) honorary or life members who are still practising but do not pay membership subscriptions

**Financial Member** does not include any:

- (f) corporation who carries on the **Business Activities** of the **Named Insured** and whose gross income from such activities is more than \$125,000 during the **Policy Period** and where the **Insured** is not the sole director and sole practitioner of the corporation; or
- (g) AHPRA registered **Medical Practitioners** (including locum doctors); or

(h) honorary or life member of the AHP/MSAV/VPA who do not pay membership subscriptions; or

(i) member of the AHP/MSAV/VPA who:

- 1) carries on the **Business Activities** of the **Named Insured** under any name other than the name of the member; or
- 2) carries on the **Business Activities** of the **Named Insured** in partnership with any other person; or
- 3) carries on the **Business Activities** of the **Named Insured** alone in the name of the **Insured** and the gross income from such business is more than \$125,000 during the **Policy Period**; or
- 4) is employed by, or performs work for, a Related Party, where Related Party means a:
  - shareholder, director, secretary, trustee, beneficiary; or

There are no other modifications to the **Policy** under this endorsement.

#### Excluded Liability Endorsement

It is hereby noted and agreed that there shall be no cover under the **Policy** for any **Claim, Errors and Omissions Loss, Action, Wrongful Act, Investigation Costs, or Occurrence**, arising out of or in connection with any **Business Activities** carried on by an **Insured** who, at the time of the relevant act, error or omission giving rise to the **Claim** or **Occurrence**, had entered into a contract of service with an employer who is not an **Insured**. However, this exclusion shall not apply in the event that the **Insured** is unable to obtain indemnity from his or her employer at the time of the relevant act, error or omission.

There are no other modifications to the **Policy** under this endorsement.

#### Amended Cancellation Provisions

It is hereby noted and agreed that Additional General Conditions Applicable To All Sections Under The Policy 5. Cancellation is deleted in its entirety.

There are no other modifications to the **Policy** under this endorsement.

#### Amended Run Off Cover Endorsement

It is hereby noted and agreed that the Additional General Conditions Applicable To All Sections Under The Policy 17. Run Off Cover is deleted and replaced with:

##### **17. Run Off Cover**

If during the **Policy Period** an **Insured** ceases to be a **Financial Member** of the AHP/MSAV/VPA due to

- (a) permanent retirement from practice; or
- (b) death; or
- (c) the cessation of, disposal of, merger with, or acquisition by another entity
- (d) cessation of registration as a Pharmacists and Psychologist with AHPRA

the cover provided by this **Policy** with respect to such **Insured** shall continue beyond the expiry date of the **Policy** up to a period of 84 months, from the date of the events described in parts (a) and/or (b) and/or (c) above, in respect of any claim otherwise covered by this **Policy** subject to:

- (i) the **Claim** arising from an act, error or omission prior to the events described in parts (a) and/or (b) and/or (c) above;
- (ii) The **Insurer's** continuation as the sole insurer of the **Insureds**;
- (iii) if the **Insurer** ceases to be the sole insurer of the **Insureds**, there being no cover under the **Policy** for any **Claim** first made against an **Insured** after the **Insurer** ceases to be the sole insurer of the **Insureds**;
- (iv) all cover under this endorsement ceasing immediately if the **Policy** is cancelled;
- (v) cover under this endorsement being non-renewable and non-extendable.

There are no other modifications to the **Policy** under this endorsement.

### Excluded Activities Endorsement

It is hereby noted and agreed that there shall be no cover for any **Claim, Errors and Omissions Loss, Action, Wrongful Act, Investigation Costs, or Occurrence**, arising out of or in connection with midwifery, chiropractic, osteopathy, non-diagnostic genetic screening, non-diagnostic obstetric imaging, or non-diagnostic foetal facial imaging.

There are no other modifications to the **Policy** under this endorsement.

### Amended Coverage Endorsement: Complaint and Investigation Costs

It is hereby noted and agreed that Section 1 Part 3 is deleted and replaced with:

The **Insurer** agrees to pay Investigation Costs for a formal administrative, criminal, coronial or investigative inquiry or complaint into the affairs of the **Insured**, instituted and notified to the **Insurer** during the **Policy Period** by a regulatory, governmental, prosecuting or professional authority or private health insurer:

- (a) which the **Insured** is recommended or required to attend or respond to; and
- (b) which involves the conduct of the **Insured** in connection with **Healthcare Services**; or
- (c) which involves the conduct of the **Insured** where such conduct impacts or has a direct relationship to the **Insured's** capacity to provide **Healthcare Services**

The maximum amount payable by the Insurer under this extension is the applicable Sublimit of Liability as stated in the Schedule.

There are no other modifications to the **Policy** under this endorsement.

### Extended Continuity for Pre-Existing Financial Members Endorsement

It is hereby noted and agreed that Section 1 Part 5 is deleted and replaced with:

Where the **Insured**:

- (a) first became aware of facts that might give rise to a **Claim**, prior to the **Policy Period**; and
- (b) had not notified the **Insurer** or **Prior Insurer** of such facts prior to the **Policy Period**, then General Exclusion 3, "Prior Claims" will not apply to any notification during the **Policy Period** of any **Claim** resulting from such facts, provided that:
  - (i) there is an absence of fraudulent non-compliance with the **Insured's** duty of disclosure and an absence of fraudulent misrepresentation by the **Insured** in respect of such facts; and
  - (ii) the **Named Insured** has been continuously insured, without interruption at the time of the notification of the **Claim** to the **Insurer**, under a Medical Malpractice policy issued by the **Insurer** or **Prior Insurer** and was insured by the **Insurer** or **Prior Insurer** at the time when the **Insured** first became aware of such facts; and
  - (iii) the **Insurer** may reduce its liability under the **Policy** to the extent of any prejudice the **Insurer** may suffer in connection with the **Insured's** failure to notify the facts giving rise to a **Claim** prior to the **Policy Period**.

For the purposes of this clause, **Prior Insurer** means any equivalent policy held by the Insured Branch of the Health Services Union, and not any other policy that may have been covering a **Financial Member**.

There are no other modifications to the **Policy** under this endorsement.

This certificate is issued by the Coverholder shown above in accordance with the authority granted to them by certain underwriters at Lloyd's under the agreement referred to herein.

**Date:**

04 July 2024

**Signature:**



Signed for and on behalf of Tego Insurance Pty Ltd as agent for Security.

Coverholder at 