

Medical malpractice

QBE Insurance (Australia) Limited

Civil liability insurance policy



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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

Important Information

In this part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

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, 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; or
- is common knowledge; or
- 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.

The General Insurance Code

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints and disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE Customer Care, FOS or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

How to contact FOS Australia

Phone	1800 367 287
Email	info@fos.org.au
Online	www.fos.org.au

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Claims made and notified

This Policy operates on a 'claims made and notified' basis. This means that the Policy covers you for claims made against you and notified to us during the period of insurance.

The Policy does not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if such a date is specified);
2. claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
3. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
4. claims made, threatened or intimated against you prior to the commencement of the period of insurance;
5. facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this Policy; and
6. claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

Where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practical after you become aware of those facts but before the expiry of the period of insurance, you may have rights under section 40(3) of the *Insurance Contracts Act 1984 (Cth)* to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that you are not covered for claims made against you after the expiry of the period of insurance.

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement with you

This policy is a legal contract between You and Us and is made up of the Policy Wording and the Policy schedule. You pay Us premium and You may access the benefit of cover under the Policy, provided that You meet the eligibility criteria at the time.

There are also:

- conditions and exclusions which apply to specific covers or sections;
- general exclusions,
- general conditions,
- claims conditions, and
- other terms,

which apply to how this Policy operates.

Deductible

If You make a claim, You must pay the Deductible set out in the Policy schedule for every claim You make unless specified otherwise. The Deductible is inclusive of Costs and Expenses.

How much We will pay

The most We will pay in respect of any Claim or Inquiry is the Limit of Indemnity or any applicable Sublimit stated in the Policy schedule or in the table below.

The most We will pay in the Policy period is the Aggregate Limit.

The most We will pay during the Policy period for cover under the Additional benefits where a Sublimit applies is set out in the table below:

Additional benefit	Sublimit
Advance claim protection	\$100,000
Inquiry costs and expenses	\$500,000
Loss of documents	\$250,000
Medicare and medical fund fraud	\$1,000,000
Molestation (Legal defence costs)	\$1,000,000
Penalties	\$100,000
Public relations expenses	\$50,000

Paying your premium

You must pay your premium by the due date shown on your Policy schedule. If we don't receive your premium by the date, or if your payment is dishonoured, this Policy won't operate and there will be no cover.

Section 1: Insuring clauses

Legal liability

We will pay Your civil liability for Loss arising:

1. from any Claim first made against You during the Policy period; and
2. solely out of the provision of Healthcare services.

For the avoidance of doubt, we will not pay the civil liability for Loss incurred by a Qualified medical practitioner.

Costs and expenses

We will pay Costs and expenses incurred with our written consent in the defence or settlement of any claim indemnified by this Policy.

Section 2: Additional benefits

It is agreed that the indemnity provided by each Additional benefit is subject to the Policy schedule, conditions, definitions, exclusions, deductible and other terms of the Policy (unless otherwise expressly stated in the Additional benefit).

Advance claim protection

If You notify Us of circumstances, a Claim or an Inquiry, We will pay Your Costs and expenses prior to acceptance that coverage applies under this Policy which You incur with a lawyer on our legal panel up to the Sublimit, while we determine whether or not the Policy responds, provided invoices are sent to Us for payment.

Australian consumer law and similar legislation

We agree to pay Your civil liability for Loss arising from any Claim made against You under the *Australian Consumer Law* or the *Competition and Consumer Act 2010* (Cth) or any similar legislation enacted by any states or territories in Australia and New Zealand provided the act, error or omission by the Insured giving rise to the Claim is unintentional and arises solely out of the provision of Healthcare services.

Committee members

We agree to indemnify your Committee members for Loss arising from any Claim against your Committee members first made during the Policy period in respect of the provision of Healthcare services by your Committee members while acting as Committee members.

Continuous cover

We will pay Your civil liability for Loss arising out of any circumstance giving rise to a Claim first made against You during the Policy period which ought to have been notified to Us under a prior Policy but wasn't, provided that You have been continuously insured by Us since the date when the circumstance should have been notified and the failure to notify Us was not deliberate or fraudulent. We will have the discretion to apply the Limit of indemnity and the Deductible under the prior Policy in place when the circumstance should have been notified to this Claim.

Court attendance costs

As part of your Costs and expenses, we will pay:

1. \$250 per day for court attendance costs incurred by Your Employees; or
2. \$500 per day for court attendance costs incurred by Your directors, partners or principals;

if they attend a civil proceeding as a witness in any Claim or Inquiry for which We have agreed to indemnify You.

You do not have to pay any Deductible if You Claim under this Additional benefit.

Defamation

We will pay Your civil liability for Loss arising from any Claim made against You during the Policy period for unintentional defamation arising solely out of the provision of Healthcare services.

Emergency first aid

We will pay Your civil liability for Loss arising from any Claim made against You solely from the provision or failure to provide medical assistance at the scene of any emergency, accident or disaster by any of Your Employees provided that the assistance or failure to provide assistance is given at a time when the Employee is not engaged in a professional capacity by any other person or entity.

Extended reporting period

If this Policy is:

1. not renewed; or
2. cancelled for any reason other than non-payment of premium;

then We will, subject to the full terms and conditions of this Policy, indemnify You for any Claim first made within 30 days after the expiration or cancellation of this Policy and arising out of the provision of Healthcare services provided prior to the expiration or cancellation of this Policy. This Additional benefit ceases once You are insured under another civil liability insurance Policy.

Heirs and estates

In the event of death or mental incapacity of any director, Employee, partner or principal of the Insured or a Subsidiary or a Subsidiary, We agree to extend the definition of You and Your to include their heirs, estate, legal representatives or assignees.

Inquiry costs and expenses

We will pay Your Costs and expenses, up to the Sublimit, incurred by You during the Policy period responding to or relating to:

1. a request for documents by a Regulatory authority relating solely to the provision of Healthcare services by You;
2. a request for discovery by a Regulatory authority relating solely to the provision of Healthcare services by You;
3. Your attendance at any Inquiry relating solely to the provision of Healthcare services by You first commenced during the Policy period or arising out of a Claim made during the Policy period.

Provided that You notify us in writing of the request or attendance prior to incurring the Costs and expenses.

Intellectual Property

We will pay Your civil liability for Loss arising from any Claim made against You for any unintentional infringement of copyright, trademark, registered design or patent or any plagiarism or breach of confidentiality arising solely out of the provision of Healthcare services.

Joint venture

We will pay Your civil liability for Loss arising from any Claim made against you for that proportion of any legal liability arising out of the provision of Healthcare services in which You are engaged as a joint venturer or as a partner. No cover is provided to any associate or joint venture partner of the Insured.

Legal Assistance

We will pay for a single consultation with a member of Our legal panel on any matter related to the risks insured under the Policy, except in relation to the scope of the Policy. For more information please see the QBE Legal Panel brochure QM2841-0815.

Locum Tenens

We agree to indemnify Your Locum Tenens for Loss arising from any Claim against your Locum Tenens first made during the Policy period in respect of the provision of Healthcare services by Your Locum Tenens while acting as Your Locum Tenens.

Loss of documents

We will pay Your costs incurred by You to replace or restore Documents up to the Sublimit, resulting from the loss of any Documents (including Your own):

1. for which You are legally responsible; and
2. which have been unintentionally destroyed, damaged, lost or mislaid in the performance of Healthcare services.

You must:

- (a) undertake a diligent search to attempt recovery of the lost Documents; and
- (b) discover and report Your loss during the Policy period.

We will not pay for:

- (i) any consequential or indirect loss arising out of or in connection with the loss of any Documents; or
- (ii) loss of Documents arising out of the theft, corruption or erasure of any data by a computer virus or intentional or malicious erasure by a current or former director, Employee, partner or principal.

You do not have to pay a Deductible if You Claim under this Additional benefit.

Medicare and medical fund fraud

We will pay Your civil liability for Loss arising from any Claim made against You up to the Sublimit, as a result of a fraudulent or dishonest refund Claim made against Medicare Australia or any health fund by Your Employee, provided that such indemnity will not be provided to any Insured natural person who committed or condoned any such act, error or omission.

Molestation (Legal defence costs)

We will pay Your Costs and expenses up to the Sublimit, arising from any criminal prosecution in relation to actual or alleged molestation of, physical abuse of a person by Your Employee provided that We will not pay the Costs and expenses of Your Employee.

For the avoidance of doubt, We will not pay under this Additional benefit Your costs and expenses arising from:

1. an Inquiry, investigation, examination or Royal Commission in relation to the actions of Your Employee;
2. any criminal prosecution in relation to actual or alleged molestation of, physical abuse of a person by a Locum Tenens, Volunteer, Committee Member or student.

Newly created or acquired subsidiaries

We will extend the definition of You to include Subsidiaries created or acquired by You during the Policy period.

The cover under this Additional benefit:

1. ceases after 30 days from the creation or acquisition of that Subsidiary, unless We have agreed to insure that Subsidiary and You have paid Us any additional premium;
2. does not apply to Claims arising from acts, errors or omissions occurring prior to the acquisition of such Subsidiary; and
3. only applies to the same Healthcare services as provided by You.

Penalties

We will indemnify You for Penalties up to the Sublimit, which We are not prohibited by law from paying, arising out of a Claim first made or Inquiry first commenced during the Policy period, arising out of the provision of Healthcare services.

Privacy complaints and claims

We will pay Your civil liability for Loss arising from any Claim first made during the Policy period in relation to actual or alleged breaches of confidentiality or privacy legislation, provided the act, error or omission by You giving rise to the Claim is unintentional and occurred directly in the provision of Healthcare services.

Public relations expenses

We will pay the reasonable costs up to the Sublimit of a public relations consultant You engage to protect Your reputation from damage which may result in a Claim if an allegation has been made against You about the provision of Healthcare services.

Run off Cover

If You cease to exist or operate or are consolidated with, merged into or acquired by any other entity then the Policy period may be extended for up to eighty four (84) months with Our agreement, provided that:

1. any cover will only apply in respect of any Claim arising from the Healthcare services undertaken prior to the effective date that You ceased to exist or operate or was consolidated with, merged into or acquired by another entity;
2. pro rata additional Premium is payable for any period by which the run off cover exceeds the original expiry date of the Policy period and must be paid to Us within thirty (30) days of the effective date that You ceased to exist or operate or were consolidated with, merged into or acquired by another entity; and
3. this clause does not increase the Limit of indemnity or the Aggregate limit.

Students

We agree to indemnify any student practitioner who during, or prior to the commencement of, the Policy period obtains practical work experience with You as part of the academic accreditation of a university, college of advanced education or a technical and further education college, for Loss arising from any Claim against the student practitioner first made during the Policy period in respect of the provision of Healthcare services by the student practitioner provided that the student practitioner is acting under Your supervision.

Telehealth

We will pay Your civil liability for Loss arising from any Claim made against You during the Policy period, arising from the use of telecommunication techniques for the purpose of providing Healthcare services remotely.

Vicarious Liability

We will pay Your civil liability for Loss arising from any Claim first made against You during the Policy period arising out of the provision of Healthcare services by any party for whose actions You are legally liable.

Volunteer

We agree to indemnify any Volunteer for Loss arising from any Claim against the Volunteer first made during the Policy period in respect of the provision of Healthcare services by the Volunteer provided that the Volunteer is acting under your direct control and supervision in accordance with Your standard procedures and risk management framework.

Section 3: Optional extension

It is agreed that:

1. the indemnity provided by this optional extension is subject to the Policy schedule, insuring clauses, conditions, definitions, exclusions, Deductible and other terms of this Policy (unless otherwise expressly stated herein);
2. where an optional extension is not specified as included in the Policy schedule then this Policy will not provide any indemnity in relation to coverage specified under such optional extension.

Fidelity

We agree to indemnify You against loss of Money belonging to You or for which You are legally liable where any such Loss is sustained in consequence of any dishonest or fraudulent act or omission of any insured natural person, provided that:

1. such Loss is first discovered by You during the Policy period and is notified in writing to Us during the Policy period;
2. We will not be liable for any Loss sustained in consequence of any act or omission occurring after the date of the discovery of, or the reasonable cause for suspicion of, dishonest or fraudulent conduct on the part of person concerned;
3. We will not be liable to indemnify the person who committed or condoned any dishonest or fraudulent conduct in consequence of which the Loss occurred;
4. You will bear the burden of proof to substantiate any Loss hereunder (including any legal, investigative, accounting or other Costs incurred in such process) and We will be under no obligation to provide indemnity to You until such time as We are satisfied that such Loss has, in fact, been sustained;
5. dual controls were in place at the start of the period of insurance. Where dual controls are not in place a Sublimit of \$10,000 applies;
6. Our liability for each Loss under this optional extension and Our aggregate liability for all Losses under this optional extension will not exceed \$100,000;
7. regardless of the number of years this Policy is in place, Our liability will not be cumulative in amounts from year to year or from period to period;
8. no indemnity will be provided for Loss of drugs, medicines or any other property.

The Deductible specified in the Policy schedule applies to any one event. Events or series of events caused by acts or omissions of the same person or persons (whether identifiable or not) and events in which such person or persons are involved or implicated will be treated as one event.

Section 4: Exclusions

We will not be liable under this Policy in respect of any Claim, Inquiry or Loss:

Contractual liability

arising directly or indirectly, from any liability assumed under a contract or agreement or guarantee (including but not limited to an Indemnity and liquidated damages) or warranty which You have agreed to give in the course of Healthcare services unless:

1. You have assumed a liability under contract by reason of having contracted out of the operation of proportional liability legislation; or
2. such liability would have attached in the absence of such contract or agreement.

Cosmetic procedures

arising directly or indirectly from, based upon, attributable to, or in consequence of the provision of enhancement surgery, enlargement surgery, botulinum toxin (Botox) treatment, liposuction or other procedures for cosmetic improvement.

Directors and Officers and Superannuation Trustee

arising directly or indirectly from, based upon, attributable to, or in consequence of You acting in the capacity of a director or officer of a company, association or other legal entity or in the capacity of a superannuation trustee.

Dishonesty and recklessness

arising directly or indirectly, from or in consequence of the provision of Healthcare services that are:

1. criminal, dishonest, fraudulent, malicious or reckless;
2. a deliberate breach of contract, professional duty or any law;
3. deliberate libel or slander; or
4. a deliberate infringement of copyright or trademark.

However, We will indemnify You for Your civil liability for Loss arising as a result of a fraudulent or dishonest refund claim made against Medicare Australia or any health fund by an Employee.

Goods sold, stored, supplied or distributed

arising directly or indirectly from, based upon, attributable to, or in consequence of the sale, storage, supply or distribution of any good or product other than a Claim which arises directly from the provision of Healthcare services.

Intoxicants and drugs

arising directly or indirectly from, based upon, attributable to, or in consequence of the rendering of, or failing to render Healthcare services while under the influence of intoxicants or drugs.

Jurisdictional limits

brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or arising out of the enforcement of any judgement, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates; or which We are prohibited from paying by law in the jurisdiction concerned.

Licensing

arising directly or indirectly from, based upon, attributable to, or in consequence of You actually not being licenced, registered, or accredited to provide the Healthcare services.

Molestation

arising directly or indirectly from, based upon, attributable to, or in consequence of any actual or alleged act of molestation or physical interference with any person.

Nuclear

arising directly or indirectly from, based upon, attributable to, or in consequence of:

1. ionising radiation; or
2. contamination by radioactivity from any nuclear fuel; or
3. from any nuclear waste from the combustion of any nuclear fuel.

Provided that this exclusion will not apply to legal liability arising from radioisotopes, radium or radium compounds when used;

- (a) away from the place where such are made or produced; and
- (b) exclusively for the provision of Healthcare services.

Obligations to Employees and Others

arising directly or indirectly from, based upon, attributable to, or in consequence of:

1. Bodily injury of any Employee, Volunteer, student, Committee Member, Locum Tenens, or any person who is under Your direction, control and /or supervision or for whose workplace safety You are responsible; or
2. damage to or destruction of any property of any Employee, Volunteer, student, Committee member, Locum Tenens or any person who is under Your direction, control and /or supervision or for whose workplace safety You are responsible including Loss of use of property, arising out of, or in the course of their engagement by You; or
3. any dispute in connection with employment.

Obstetrics

arising directly or indirectly from, based upon, attributable to, or in consequence of the provision or failure to provide Healthcare services to women in labour. For the purposes of this exclusion, labour involves the following stages:

1. the onset of strong, regular contractions until there is full dilation (10cm) of the cervix;
2. from the full dilation of the cervix until the baby is completely out of the birth canal and has been born;
3. from the birth of the baby through to the expulsion or extraction of the placenta and membranes; and
4. the 48 hours following the birth of the baby; or
5. the termination of a pregnancy.

Occupier's liability

arising directly or indirectly from, based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred as a result of occupation, control, management or ownership of any property by You including aircraft, real property, motor vehicles or watercraft.

Pollution

arising directly or indirectly from, based upon, attributable to, or in consequence of the actual or alleged discharge, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkali, chemicals or waste including, but not limited to asbestos, toxic mould. Waste includes materials to be recycled, reconditioned or reclaimed.

Provided that this exclusion will not apply to Healthcare services performed as a result of any injuries arising out of any effects of asbestos.

Prior or pending

made, threatened or intimated against You prior to the Policy period; or

arising directly or indirectly from, based upon, attributable to, or in consequence of any fact or circumstance:

1. of which notice has been given, or ought reasonably to have been given, under any previous Policy, or disclosed in a proposal form; or
2. of which You first became aware prior to the Policy period and which You knew or ought reasonably to have known had potential to give rise to a Claim or Inquiry.

Provision of medicines and drugs

arising directly or indirectly from, based upon, attributable to, or in consequence of the administration or provision of medicines which, by law, are required to be prescribed by a Qualified medical practitioner, unless those medicines have been so prescribed.

Refunds of fees or charges

for return or refund of any professional fees, charges, commissions or other remuneration received by, paid by or payable to You.

Related or associated entities

brought or maintained by or on behalf of:

1. You;
2. any parent company or other entity which owns, controls or manages You;
3. any successor or assignee of You; or
4. any person who, at the time the professional services giving rise to the Claim were provided, was a Family member of Yours.

Retroactive date

arising directly or indirectly from the performance of Healthcare services prior to the Retroactive date stated in the Policy schedule.

Sanctions limitation and exclusion clause

where a Claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Terrorism

arising directly or indirectly from, based upon, attributable to, or in consequence of any actual or alleged act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged act of Terrorism.

This exclusion operates in connection with any act of Terrorism regardless of any other cause or event and regardless of the sequence of the act of Terrorism and the other cause or event.

However, this exclusion will not apply to any medical procedure or treatment performed by You as a result of any injuries arising from Terrorism.

Trading debts

arising directly or indirectly from, based upon, attributable to, or in consequence of any trading debt, liability or losses incurred by You or any guarantee given by You for a debt or Your insolvency.

War

arising directly or indirectly from, based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government, public or local authority.

However, this exclusion will not apply to any Healthcare services performed by You as a result of any injuries arising from war.

Section 5: Claims Conditions

When making a Claim, You must have met and then continue to comply with the conditions of this Policy.

If you do not meet these conditions or make a fraudulent Claim, We may:

1. refuse to pay Your Claim or reduce what we pay for Your Claim;
2. cancel Your Policy.

Allocation

Where a Claim or Inquiry is covered only in part by this Policy, We and You will use best efforts to agree a fair and proper allocation of amounts that are covered and those that are not covered under this Policy.

If We and You cannot agree on a fair and proper allocation then the matter will be referred to Senior Counsel (to be mutually agreed upon by You and Us) whose opinion will be binding.

The costs of Senior Counsel's opinion will be regarded as part of the Costs and expenses.

Assistance and co-operation

You must provide Us with all reasonable assistance We require when You deal with Us and You will:

1. be truthful and frank;
2. not behave in a way that is abusive, dangerous, hostile, improper or threatening;
3. co-operate fully with Us, even after We have paid a claim.

Claims

Where We have accepted Your Claim We will pay Your costs and expenses in advance provided that the tax invoices are made out to Us.

Defence and settlement

We may:

1. instruct You to conduct the defence of a Claim if We believe that it will not exceed the Deductible, in which case You will be responsible for Your own Costs and expenses and any settlement up to the amount of the Deductible in the event that any reasonable Costs and expenses or payment made to dispose of the Claim exceeds the Deductible, We will reimburse You those reasonable Costs and expenses;
2. take over and conduct, in Your name, the defence or settlement of any Claim at any time, in which case We will then have sole control of that Claim;

You agree:

- (a) not to negotiate or settle any Claim, incur any Costs and expenses or investigation Costs and expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim or Loss without Our written consent, provided that We shall not unreasonably withhold such consent;
- (b) that any information that is received by Our external lawyers in the course of investigating, defending or settling any Claim made against You or Inquiry can be provided to Us and relied upon by Us in relation to any issue that may arise regarding Our liability to indemnify You;
- (c) that Our external lawyers may provide advice to Us on any issue regarding Our liability to indemnify You and, whilst doing so, may continue to act in the investigation, defence or settlement of the Claim or Inquiry;

Further, in the circumstances described under items (b) and (c) above, You agree:

- (i) that Our communications with Our external lawyers are privileged and that You are not entitled to obtain any such circumstances;
- (ii) to waive any entitlement that You may have for legal professional privilege between You and Our external lawyers;
- (iii) if any actual or apparent conflict arises between Our interests and Your interests, Our external lawyers may cease acting on Your behalf and may continue to act on Our behalf.

Notification

You must notify Us as soon as You become aware of a Claim, Inquiry, or Loss, by sending an email to piclaims@qbe.com.

You may also ask Your financial services provider to notify Us on Your behalf. You are responsible for ensuring Your financial services provider complies with the notification provisions of this Policy.

You must provide Us with:

- (a) all documentation in Your possession; and
- (b) information You are aware of;

which relates to the Claim, Inquiry, or Loss You have notified to us.

Senior counsel clause

We shall not require You to contest any Claim unless a Senior Counsel (to be mutually agreed upon by You and Us) shall advise that such Claim should be contested.

In formulating such advice, Senior Counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely Costs and expenses and the prospects of You successfully defending the Claim.

The cost of such Senior Counsel's opinion shall be regarded as part of the Costs and expenses.

Your right to contest

In the event that We recommend a settlement in respect of any Claim and You do not agree that such Claim should be settled, then You may elect to contest such Claim, provided that Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Costs and expenses incurred with Our written consent up to the date of such election, less the Deductible.

Section 6: General Conditions

Cancellation

You may cancel this Policy at any time by notifying Us in writing.

We may cancel this Policy in accordance with the relevant provisions of the *Insurance Contracts Act 1984*. If you have paid your premium in advance we will provide a pro-rata refund of premium for the unexpired period of insurance, unless a claim or circumstance has been notified to us during the Policy period in which case no premium will be refunded.

Claims mitigation and co-operation

If You, either prior to or during the Policy period become aware of a situation which could, if not rectified, lead to a Claim or increase the quantum of a Claim, You must use due diligence and do all things reasonably practicable to avoid or diminish any Loss.

Governing law

This Policy is governed by the law of the state or territory and country in which this Policy is issued and any disputes under this Policy shall be submitted to the exclusive jurisdiction of the courts of such state, territory or country.

Limit of indemnity

Legal liability

Our total liability for:

- any one Claim or Loss will not exceed the Limit of indemnity; and
- the aggregate of all Claims or Losses during the Policy period will not exceed the Aggregate limit of indemnity.

This clause does not increase any Sublimit in the Policy.

Costs and expenses

We will pay Costs and expenses, in addition to the limit of indemnity but only up to an amount equal to the Limit of indemnity or \$5,000,000, whichever is the lesser.

However, if a payment greater than the Limit of indemnity is made to dispose of a Claim, we will only pay a proportion of Costs and expenses, the proportion that the Limit of indemnity bears to the amount paid to dispose of the claim.

Material alteration to risk

You will give Us notice in writing as soon as possible of any material alterations to the risk that is the subject of this Policy including but not limited to:

1. any change in the Healthcare services offered by You;
2. You going into bankruptcy, receivership, liquidation or any other form of external administration.

Where such notice is given or where there is any material alteration to the risk We shall be entitled to cancel this Policy in accordance with the *Insurance Contracts Act 1984*.

Multiple claims

All interrelated Claims shall jointly constitute a single act, error or omission for the purposes of this Policy.

Where a single act, error or omission gives rise to more than one Claim all such Claims jointly constitute one Claim under this Policy.

Other insurance

This Policy does not cover any Claim, Inquiry or Loss for which You are entitled to be indemnified under any other insurance.

Policy interpretation

The headings in this Policy do not form part of the Policy wording and are for descriptive purposes only.

Reasonable assistance

If at the time of any Claim, Inquiry, or Loss there is any other insurance (whether effected by You or by any other person) which covers the same Claim, Inquiry, or Loss You must provide Us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Reasonable care

You must take reasonable care to prevent or minimise any Loss that might give rise to a Claim or Inquiry under this Policy. At all times, You must:

1. minimise the cost of any Claim under this Policy; and
2. comply with all laws.

Recovery action and uninsured loss

You must not do anything that may prejudice Our rights of recovery against any third party, including but not limited to agreeing not to seek any compensation from any other person that is or is potentially liable to compensate You for any Loss.

If We pay Your Claim, We may seek to recover the amount paid to You from the third party who caused the Loss. We will do this in Your name and You must assist Us with any reasonable requests.

If You have suffered Loss which is not covered by this Policy, We may offer to attempt to recover this for You. You may specifically ask Us to recover this for You. You will need to give Us documents supporting Your Loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action. You may need to contribute to legal costs in some circumstances.

Severability / non-imputation / innocent non-disclosure

We agree that where this Policy insures more than one party, where one party:

1. failed to comply with the duty of disclosure; or
2. made a misrepresentation to Us before the Policy was entered into,

this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy;

Provided that:

- (a) You were not aware of the failure or misrepresentations;
- (b) as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and
- (c) the conduct of the principals, partners, directors and employees of the Insured are imputed to the Insured.

Words with special meaning

Some key words and terms used in this Policy have a special meaning.

Word or term	Meaning
Aggregate limit	the amount shown as the Aggregate Limit of Indemnity in the Policy schedule.
Bodily injury	physical injury, sickness, disease, death, mental injury, mental anguish, nervous shock or emotional distress of any natural person.
Claim	the receipt of any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice, or written demand for compensation.
Committee member	means a member of any ethics or advisory committee of the Insured.
Costs and expenses	the reasonable legal costs including reasonable costs of reporting a complaint, reasonable appeal costs and other necessary expenses incurred by You or on Your behalf. Costs and expenses does not include Your overheads or any salaries, wages, fees or benefits of Your directors, Employees, partners or principals.
Documents	any documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material. Documents does not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.
Employee	any natural person employed under a contract of service with You but does not include Committee Members, Locum Tenens, students and volunteers.
Deductible	the amount shown as the deductible in the Policy schedule.
Family member	any: <ol style="list-style-type: none"> 1. spouse, domestic partner, or companion; 2. parent, or parent of the Spouse, domestic partner or companion; or 3. sibling or child; of You, Your or Yours.
Healthcare services	the healthcare service(s) specified in the Policy schedule. For clarification, Healthcare services does not include any other healthcare services not listed in the Policy schedule.
Inquiry	an investigation, examination or inquiry by a Coroner, Regulatory authority or disciplinary committee of any association or professional body of which You are a member. Inquiry does not include any audit of you
Insured	the insured named on the Policy schedule.
Limit of indemnity	the amount shown as the Limit of indemnity in the Policy schedule.

Word or term	Meaning
Locum Tenens	a substitute professional who temporarily takes the place of a professional member of an Insured contingent upon the Insured or professional member not practicing during the period in which the Locum Tenens coverage is in effect. For the avoidance of doubt, we will not pay the civil liability for loss incurred by a Qualified medical practitioner whilst acting as a Locum Tenens.
Loss	damages, and awards and damages and costs. Loss does not include taxes, fines, or penalties (except for Penalties) payable by You, non-compensatory damages including exemplary, aggravated, punitive, multiple or liquidated damages, or restitutionary relief.
Money	money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes. 'Money' does not include any cryptocurrency.
Penalties	any civil penalty imposed by a Regulatory authority or a disciplinary committee of any association or professional body of which you are a member.
Policy period	the period specified in the Policy schedule.
Policy schedule	the schedule to this Policy, including any endorsement.
Property damage	the damage to or loss of or destruction of tangible property or loss of use of it.
Premium	the amount shown as premium in the Policy schedule.
Qualified medical practitioner	a qualified person registered with a title of "medical practitioner" or one of the "medical specialist" categories under the Health Practitioner Regulation National Law in force in each State and Territory.
Regulatory authority	a person or entity appointed, constituted or acting under a delegation pursuant to any legislation for the purposes of enforcement of such legislation. Regulatory authority includes a Royal Commission and Commission of Inquiry.
Retroactive date	the retroactive date as shown in the Policy schedule
Senior Counsel	a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior court.
Sublimit	the amount shown as a sublimit of indemnity in the Policy.
Subsidiary	a company or entity of which the Insured: <ol style="list-style-type: none"> 1. is the sole owner; or 2. controls the composition of the board of directors; or 3. controls more than half the voting power; or 4. holds more than half of the issued share capital.
Terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of

Word or term	Meaning
	any person or group(s) of persons, or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Our, Us, We	QBE Insurance (Australia) Limited
Volunteer	means a person providing the Healthcare services on a voluntary, unpaid basis for or on behalf of the Insured.
You, Your, Yours	the Insured, Subsidiaries, and their: <ol style="list-style-type: none"> 1. directors, Employees, partners or principals; and 2. former directors, Employees, partners or principals, but does not include a Qualified medical practitioner.

