

Health Practitioners

Aon Health Combined Professional
Indemnity, Public & Products Liability
Policy Wording

Issued by Aon Risk Services Australia Limited
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Introduction

Please read this Policy carefully to ensure that it meets your requirements. It is written on a Claims made and notified basis, which means that, subject to clause 6.4 Continuous Cover, it will only respond to Claims first made against the Insured and notified to the Insurer during the Period of Insurance.

Any word or expression to which a specific meaning has been attached in any of them shall bear that specific meaning wherever it may appear.

You received important notices about your duty of disclosure, unusual terms in medical malpractice insurance policies and our privacy statement prior to purchasing this policy. The notices are replicated at the back of this document for your reference.

Policy Wording

The Insured and the Insurer agree that the Insurer will provide insurance as set out in the Policy, subject to the Policy's terms.

1. Insuring Clauses

A. Civil Liability Professional Indemnity

The Insurer will indemnify the Insured against civil liability for compensation and claimant's costs and expenses in respect of any Claim first made against the Insured and notified to the Insurer during the Period of Insurance resulting from the conduct of the Professional Services.

Provided that there shall be no liability under this Insuring Clause 1.A for any Claim made against the Insured for civil liability resulting from any act, error or omission occurring or alleged to have occurred prior to the Retroactive Date (if any) specified in the Schedule.

B. Public Liability

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of:

1. Bodily Injury;
2. Property Damage; arising out of an Occurrence and happening in connection with the Professional Services.

Provided always that:

1. such Bodily Injury or Property Damage occurs within the territorial limits of this Policy and results in a Claim first made against the Insured and notified to the Insurer during the Period of Insurance;

2. there shall be no liability under this Insuring Clause 1.B for any Claim made against the Insured for Bodily Injury or Property Damage sustained or alleged to have been sustained prior to the Retroactive Date (if any) specified in the Schedule.

C. Products Liability

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of:

1. Bodily Injury;
2. Property Damage,

arising out of an Occurrence and happening in connection with the Insured's Products.

Provided always that:

1. such Bodily Injury or Property Damage occurs within the territorial limits of this Policy and results in a Claim first made against the Insured and notified to the Insurer during the Period of Insurance;
2. there shall be no liability under this Insuring Clause 1.C for any Claim made against the Insured for Bodily Injury or Property Damage sustained or alleged to have been sustained prior to the Retroactive Date (if any) specified in the Schedule.

2. Limit of Indemnity

The liability of the Insurer for compensation and claimant's costs and expenses arising from all Claims (including circumstances notified in terms of the Continuous Cover Clause or of the Claims Notification General Condition) first made against each Insured and notified to the Insurer during the Period of Insurance shall not exceed the Limit of Indemnity.

3. Insured Costs

The Insurer will, in addition to the Limit of Indemnity, pay Insured Costs arising from any Claim or Claims (not being Inquiry Costs or Insured or Inquiry Costs for Sexual Misconduct as set out in this Policy) incurred by the Insurer, or by the Insured with the Insurer's written consent, provided that if the amount of compensation and claimant's costs and expenses exceeds the Limit of Indemnity, the liability of the Insurer for such Insured Costs shall be only that proportion which the Limit of Indemnity bears to the total amount of damages and claimant's costs and expenses payable to dispose of the Claim

4. Aggregation of Claims

All Claims arising out of, based upon or attributable to a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be a single Claim and shall attract one Excess. The maximum aggregate liability of the Insurer for any single Claim that is made against more than one Insured shall not exceed the Limit of Indemnity that is applicable to each Insured.

5. Insurance Clarification

For the purposes of clarifying the scope of cover under Insuring Clause 1.A of this Policy, civil liability includes:

5.1 Competition and Consumer Legislation

Claims for civil liability for compensation resulting from breach of a statutory duty under the Competition and Consumer Act 2010 (Cth), Corporations Act 2001 (Cth), National Consumer Credit Protection Act 2009 (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction including any amendment, consolidation or re-enactment of such legislation, to the extent that such Claims are not otherwise excluded under this Policy.

5.2 Contractual Liability

Contractual liability, provided that:

1. the Insurer will not be liable for any liability assumed by the Insured under any express warranty, guarantee, hold harmless agreement, indemnity clause or the like unless such liability would have attached to the Insured in the absence of such agreement;
2. where a Claim is brought in contract the Insurer will not reduce their liability by the mere fact that contributory negligence is not available as a defence.

5.3 Intellectual Property

Infringement of rights of intellectual property, provided that the act, error or omission by the Insured is unintentional and is committed in the course of carrying on the Professional Services.

5.4 Libel or Slander

Libel or slander, provided that:

1. the libel or slander is committed by the Insured in the course of carrying on their Professional Services; and
2. the Insured did not intend to publish the libel and slander with express malice.

5.5 Liability for Acts, Errors or Omissions of Contractors and Consultants

Acts, errors or omissions of sub-contractors and consultants, provided that the Insurer will only indemnify the Insured for its civil liability in connection with the Professional Services provided by the sub-contractor and/or consultant. Indemnity will not extend to the sub-contractor and/or consultant who committed the act, error or omission.

5.6 Privacy complaints

Unintentional breach of any duty of confidentiality owed to a patient arising at law or any unintentional breach of the Privacy Act 1988 (Cth), Health Records and Information Privacy Act 2002 (NSW), Health Records Act 2001 (Vic) or Health Records (Privacy and Access) Act 1997 or similar privacy legislation in Australia or New Zealand.

6. Automatic Extensions

These Automatic Extensions form part of the Policy and are subject otherwise to its terms, Conditions and Exclusions.

6.1 Automatic Reinstatement

In respect of Insuring Clauses 1.A, 1.B and 1.C, the Insurer agrees, in the event of exhaustion (or partial exhaustion) of the Limit of Indemnity solely by reason of indemnity for compensation and claimant's costs and expenses, or Compensation, in respect of any Claim or Claims first made against the Insured and notified to the Insurer during the Period of Insurance, to reinstate (or partially reinstate in the case of partial exhaustion) the Limit of Indemnity in respect of compensation and claimant's costs and expenses or Compensation.

Provided that:

1. the Insurer's liability for any single Claim will not exceed the Limit of Indemnity; and
2. the aggregate liability of the Insurer under this Policy will not exceed the sum of three times the Limit of Indemnity, save that the Insurer will in addition pay Insured Costs on the basis already set out in this Policy.

6.2 Cervical Spine Manipulation

The Insurer will indemnify the Insured against civil liability for compensation and claimant's costs and expenses, or Compensation, arising from any Claim or Claims first made against the Insured and notified to the Insurer during the Period of Insurance resulting from the provision of Cervical Spine Manipulation in connection with the Professional Services but not in respect of any such Claim or Claims resulting from any act, error or omission occurring or committed prior to the Retroactive Date.

This Automatic Extension 6.2 will apply provided that the Insured:

1. followed at all material times the 'Australian Physiotherapy Association- Clinical Guidelines: Assessing Vertebrobasilar Insufficiency in the Management of Cervical Spine Disorders';
2. was aware at all material times of the potential symptoms associated with vertebrobasilar insufficiency (VBI);
3. made the patient fully aware of the potential dangers and/or risks, no matter how remote, associated with Cervical Spine Manipulation prior to carrying out the Cervical Spine Manipulation;
4. obtained a signed consent from the patient which acknowledged that the patient was made fully aware of the potential dangers and/or risks no matter how remote, associated with Cervical Spine Manipulation prior to carrying out the Cervical Spine Manipulation. This does not refer to techniques such as mobilisations, stretches, natural apophyseal glides (NAGS), sustained natural apophyseal glides (SNAGS), and/or tractions.

6.3 Compensation for Court Attendance

The Insurer will pay the Insured compensation if legal advisers acting on behalf of the Insured, with the consent of the Insurer, require any Principal or employee to attend court as a witness in connection with a Claim covered under this Policy first made and notified to the Insurer during the Period of Insurance, but only in circumstances where the Insured actually pays the Principal or employee for their time. Such compensation by the Insurer will be at the rate equivalent to such Principal's or employee's daily take home salary or wage, up to a maximum of \$250 per person for each day on which attendance is required, subject to a maximum of \$10,000 for all persons for any one Claim.

6.4 Continuous Cover

Where the Insured:

1. first became aware of facts or circumstances as described in Clause 12.1 Claims Notification General Condition, prior to the Period of Insurance; and
2. had not notified the Insurer or any insurer of such facts or circumstances prior to the Period of Insurance,

then, the Insurer will treat notification of such facts or circumstances, or any Claim arising from such facts or circumstances, as having been given during the Period of Insurance, and Exclusion 8.10 Prior Claims or Circumstances will not apply.

This Automatic Extension 6.4 will apply provided always that:

3. 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 or circumstances;
4. the Insured has been continuously insured, without interruption, under a professional indemnity policy issued by the Insurer and was insured by the Insurer at the time when the Insured first became aware of such facts or circumstances; and
5. the Insurer may reduce its liability under the Policy in proportion to any prejudice the Insurer may suffer in connection with the Insured's failure to notify the facts or circumstances giving rise to a Claim prior to the Period of Insurance.

6.5 Dishonesty of Employees and/or Principals

The Insurer will, notwithstanding Exclusion 8.5 Dishonest, Fraudulent or Criminal Acts, indemnify the Insured against civil liability for compensation and claimant's costs and expenses and Insured Costs on the basis already set out in this Policy in respect of any Claim made against the Insured and notified to the Insurer during the Period of Insurance resulting from any dishonest, fraudulent, criminal or malicious act or omission by any Insured occurring or committed in connection with the Professional Services.

Provided that nothing in this Automatic Extension 6.5 shall require the Insurer to indemnify any Insured who has perpetrated any such dishonest, fraudulent, criminal or malicious act, error or omission or who by act, error or omission has condoned any such act or omission.

6.6 Fidelity

The Insurer will indemnify the Insured for Fidelity Claims, provided that:

1. no person committing or condoning such fraud or dishonesty shall be entitled to indemnity;
2. the Insured must immediately take all reasonable steps to prevent further loss;
3. if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning such fraud or dishonesty;
4. the following will be deducted from any amount payable under this Policy:
 - i. any monies which but for such fraud or dishonesty would be due from the Insured to the person committing or condoning such act;
 - ii. any monies held by the Insured and belonging to such person; and
 - iii. any monies recovered following action as described in (3) above;
5. the Insured must pay the amount of any loss of money or goods that is equal to or less than the Fidelity Excess for each Fidelity Claim. The Fidelity Excess is deducted from loss of money or goods before the application of the aggregate limit stated in paragraph (7) of this extension. The Insurer has no liability for the amount of loss of money or goods that is equal to or less than the Fidelity Excess for each Fidelity Claim.

The Insured agrees that the Fidelity Excess must be borne by the Insured and is to remain uninsured;

6. the Insurer shall not be liable in respect of any Fidelity Claim for loss of money or goods arising from any fraud or dishonesty committed by any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty; and
7. the total liability of the Insurer for all Fidelity Claims under this extension will not exceed \$50,000 in the aggregate during the Period of Insurance.

6.7 Good Samaritan Acts

The Insurer will indemnify the Insured against civil liability for compensation and claimant's costs and expenses and Insured Costs on the basis already set out in this Policy in respect of Claims made against the Insured and notified to the Insurer during the Period of Insurance resulting from the rendering of or failure to render emergency first aid and assistance, except where such Insured is engaged in a professional capacity by another person or entity.

6.8 Inquiry Costs

The Insurer will indemnify the Insured for Inquiry Costs, provided that:

1. the notice requiring the Insured's response or attendance is first received by the Insured and notified to the Insurer during the Period of Insurance; and
2. the notice arises directly from the conduct of the Insured in the provision of the Professional Services; and
3. such indemnity is subject to the written consent of the Insurer prior to the incurring of the legal Inquiry Costs; and
4. regular or overtime wages, salaries or fees of the Insured are excluded from this indemnity; and
5. the total liability of the Insurer under this clause shall not exceed \$1,000,000 in the aggregate during the Period of Insurance.

If there is an entitlement to indemnity for any Inquiry Costs under the Insured and Inquiry Costs for Sexual Misconduct Extension then there is no entitlement to indemnity for Inquiry Costs in respect of that inquiry or hearing under this extension.

6.9 Insured and Inquiry Costs for Sexual Misconduct

Notwithstanding Exclusion 8.5 Dishonest, Fraudulent or Criminal Acts, the Insurer will indemnify the Insured for and advance as they are incurred:

1. Insured Costs in respect of Claims arising from; and
2. Inquiry Costs in respect of:

any alleged act of sexual misconduct by the Insured, provided that in respect of Inquiry Costs:

- i. the notice requiring the Insured's attendance at the inquiry or hearing is first received by the Insured and notified to the Insurer during the Period of Insurance; and
- ii. such attendance arises directly from conduct allegedly committed by the Insured in carrying on the Professional Services; and
- iii. such indemnity is subject to the written consent of the Insurer prior to the incurring of the Inquiry Costs; and
- iv. regular or overtime wages, salaries or fees of the Insured are excluded from this indemnity.

Nothing in this Automatic Extension 6.9 shall require the Insurer to indemnify any Insured who has perpetrated any act of sexual misconduct or any Insured who by act or omission has condoned any such act. If it is found by way of an admission by the Insured, judgment or adjudication that such Insured did in fact commit or condone such act of sexual misconduct then any Insured Costs or Inquiry Costs indemnified under this extension must be repaid by such Insured within thirty days following a request by the Insurer for such repayment.

The total liability of the Insurer for all Insured Costs and Inquiry Costs under this extension shall not exceed \$150,000 in the aggregate during the Period of Insurance.

6.10 Joint Venture Liability

The Insurer will indemnify the Insured up to the Limit of Indemnity against civil liability for compensation and claimant's costs and expenses and Insured Costs in respect of any Claim made against the Insured and notified to the Insurer during the Period of Insurance resulting from the Insured's participation in any joint venture in connection with the Professional Services.

Provided that:

1. the indemnity given shall only relate to the Insured's proportion of any liability incurred by such joint venture; and
2. the Insured's income derived from participation in such joint venture shall have been included in the calculation of income furnished by the Insured for the purposes of calculating the premium for this Policy.

6.11 Legal consultation

The Policyholder is entitled to up to two hours legal advice from the 'Legal Adviser' specified in the Schedule (or their delegate) on any matter related to the risks insured under this Policy, except in relation to the scope of cover provided under this Policy, claims, disputes or complaints against the Insurer, provided that:

1. the legal advice is sought during the Period of Insurance;
2. the Policyholder must provide the legal adviser with the policy number, Period of Insurance and name of the Insured; and
3. the cost of the legal advice is to be paid by the Insurer and not the Policyholder.

6.12 Lost Documents

The Insurer will, in the event of loss of or damage to Documents occurring in connection with the Professional Services, indemnify the Insured in respect of:

1. all sums which the Insured shall become legally liable to pay as a direct consequence of such loss or damage and Insured Costs on the basis already set out in this Policy; and
2. all costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents.

Provided that:

- i. such loss or damage is sustained during the Period of Insurance while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them in the course of the normal conduct of the Professional Services; and

- ii. the amount of any Claim for such costs and expenses shall be supported by bills and accounts, which shall be subject to approval by a solicitor to be nominated by the Insurer with the consent of the Insured or if such consent is withheld, by the President of the relevant state Law Society; and
- iii. the Insurer shall not be liable in respect of loss or damage caused by riot or civil commotion.

6.13 Principals' Previous Business

The Insurer will indemnify the Insured for Claims made against any past and/or present Principal of the Policyholder and notified to the Insurer during the Period of Insurance resulting from the conduct of professional services that are the same as the Professional Services whilst such Principal was a sole practitioner, a partner of a firm or a director of a company other than the Policyholder prior to becoming a Principal of the Policyholder.

6.14 Public Relations Expenses

The Insurer will indemnify the Policyholder for Public Relations Expenses incurred by the Policyholder in respect of an Adverse Publicity Event that first occurs and is notified to the Insurer during the Period of Insurance.

The total liability of the Insurer under this extension will not exceed in the aggregate \$50,000 during the Period of Insurance. The Insured must pay an excess of the first \$1,000 of Public Relations Expenses, for any one Adverse Publicity Event. The excess is deducted from Public Relations Expenses before the application of the aggregate limit stated in this extension. The Insurer has no liability for the amount of Public Relations Expenses that is less than the excess for each Adverse Publicity Event. The Insured agrees that the excess must be borne by the Insured and is to remain uninsured.

6.15 Training Services

The Insurer will indemnify the Insured against civil liability for compensation and claimant's costs and expenses and Insured Costs on the basis already set out in this Policy in respect of Claims made against the Insured and notified to the Insurer during the Period of Insurance resulting from the provision of any training or teaching services with respect to the Professional Services.

6.16 Run-Off Cover

In the event that during the Period of Insurance the Policyholder:

1. ceases to conduct the Professional Services ("the Run-Off Event"); and
2. notifies the Insurer of the Run-Off Event before expiry of the Period of Insurance; and
3. provides the Insurer with a completed and signed declaration requesting run-off cover under this extension, in a form to be provided by the Insurer, confirming:
 - i. that the Insured has not had any registration or membership with any association or governing body related to the Professional Services cancelled, withdrawn, revoked or suspended as a result of misconduct during the Period of Insurance; and
 - ii. that the Insured has not been subject to disciplinary or criminal inquiry, conviction or penalty in relation to the provision of Professional Services during the Policy of Insurance; and
 - iii. that the Insured has not notified any Claim or circumstances during the Period of Insurance; and
 - iv. that none of the Insured are aware of any Claim or circumstances that have not been notified to the Insurer, then the Period of Insurance is extended for a period of 84 months from the time of the Run-Off Event. The Insurer will not however be liable to indemnify the Insured in respect of any act, error or omission occurring after the Run-Off Event. The Insured agrees that when this Extension applies, this Policy becomes non-renewable and is not "renewable insurance cover" within the meaning of Section 58(1) Insurance Contracts Act 1984.

7. Additional Extensions Applying To Insuring Clause B: Public Liability

7.1 Car Parking

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of the Insured's obligations as a tenant under any lease agreement to a lessor for actions, suits and demands in respect of:

1. Bodily Injury; or
2. Property Damage;

provided that the Bodily Injury or Property Damage arises directly or indirectly out of or is caused by or in connection with the use of any Vehicle in the Insured's physical or legal control and the injury or damage occurs while that Vehicle is in a car park owned by or operated by the Insured.

This Additional Extension 7.1 does not cover any liability:

- i. arising out of or connected with the use of any Vehicle belonging to the Insured; arising out of or connected with the use of any Vehicle used by the Insured or on the Insured's behalf independently of the Insured's operations as a car park owner or operator; or
- ii. arising directly or indirectly out of or caused by or in connection with the servicing, repairing or maintenance of any Vehicle.

Indemnity under this Additional Extension 7.1 will only apply in respect of any amount in excess of that provided by any other policy of insurance held by a person other than the Insured for the benefit of the Insured.

7.2 Tenant's Liability

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of the Insured's obligations as a tenant under any lease agreement to a lessor for actions, suits and demands in respect of:

1. Bodily Injury; or
2. Property Damage;

provided that such Bodily Injury or Property Damage results from an Occurrence arising from the use by the Insured, the Insured's invitees, sub tenants or licensees of a building at the Insured's business address/es or of passenger or goods elevators or escalators installed there.

8. General Exclusions

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance:

8.1 Asbestos

arising from or in respect of asbestos, asbestos fibres or derivatives of asbestos, provided that this Exclusion 8.1 shall not apply to the provision of the Professional Services for any asbestos-related disease.

8.2 Assumption of Liability

arising from or in respect of any civil liability which is assumed by the Insured outside the normal course of the Professional Services.

8.3 Controlling or Financial Interests

arising from or in respect of any work undertaken for or on behalf of any company related to the Insured which for the purposes of this Policy are: the Insured;

1. any subsidiary of the Insured;
2. any company in which the Insured has or has held at least a 20% financial interest and has had or has board representation on that company.

8.4 Directors' and Officers' Liability

arising from or in respect of the Insured's functions and duties as a director and/or officer of the Insured or any legal entity, corporation or other incorporated body.

8.5 Dishonest, Wilful, Fraudulent or Criminal Acts

arising from or in respect of any dishonest, wilful, fraudulent, criminal or malicious act or omission.

8.6 Employers' Liability

arising from or in respect of any death, bodily injury, disease or illness of any Insured arising out of or in the course of his/her employment.

8.7 Fines, Penalties, Punitive or Exemplary Damages

arising from or in respect of any fines or penalties including civil penalties, punitive or exemplary damages.

8.8 Intoxicants and Drugs

arising from or in respect of any services rendered by any person while that person is under the influence of intoxicants or drugs or from any failure to render services competently or at all because of such influence, if such services were performed with the knowledge or connivance of a principal, director, non-executive director, partner, or non-executive partner of the Policyholder.

8.9 Medical Practitioners' Activities

arising from or in respect of any liability at law of a medical practitioner to a patient, where such liability arises directly from the medical practitioner's activities as a medical practitioner including, but not limited to diagnosis, treatment, medical advice, prescribing or supplying medication or a breach of any State or Federal health or medical laws or regulations in force in Australia and its external territories, however this Exclusion 8.9 will not exclude the vicarious liability which may attach to: the Policyholder; or

1. any Principal of the Policyholder whilst acting in a capacity other than as a medical practitioner.

8.10 Prior Claims or Known Circumstances

in respect of any:

1. Claim first made against the Insured prior to the inception of the Period of Insurance; or
2. Claim, liability, compensation, Inquiry Costs, claimant's costs and expenses or Insured Costs directly or indirectly arising from or in respect of any facts or circumstances which:
 - a. the Insured knew, prior to the inception of the Period of Insurance, might give rise to a Claim, liability, compensation, Inquiry Costs, claimant's costs and expenses or Insured Costs which might be covered under this Policy; or
 - b. a reasonable person in the Insured's position would have thought, prior to the inception of the Period of Insurance, might give rise to a Claim, liability, compensation, Inquiry Costs, claimant's costs and expenses or Insured Costs which might be covered under the Policy; or
 - c. were or could be notified under any insurance that was in force prior to the inception of the Period of Insurance.

8.11 Radioactivity

arising from or in respect of any ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof.

However, this Exclusion 8.11 shall not apply to insurance of occupational risks arising from radio-isotopes, radium or radium compounds when used away from the place where they were made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

8.12 Sanctions

arising from or in respect of any contravention of any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

8.13 Subrogation Waiver

for any costs and expenses representing the prejudice suffered by the Insurer by reason of the Insured at any time entering into a deed or agreement excluding, limiting or delaying the Insured's legal rights of recovery against another.

8.14 Terrorism

arising from or in respect of any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence.

This Exclusion 8.14 also excludes any Claim directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

8.15 Trading Debt

arising from or in respect of any trading debt incurred, or any guarantee in respect of such debt given, by the Insured.

8.16 War

arising from or in respect of any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

9. Additional Exclusions Applying to Certain Professions

9.1 Where the description of the Professional Services in the Schedule is 'Allied Health', the following additional exclusions shall apply:

9.1.1 Beauty Therapy

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any contravention of the Public Health (Skin Penetration) Regulations 2000 (NSW), the Health (Skin Penetration Procedure) Regulations 1998 (WA), the Health (Infectious Diseases) Regulations 2001 (Vic), the Public Health (Infection Control for Personal Appearance Services) Act 2003 (Qld) or the provision of any other State, Territory or Commonwealth statute, statutory instrument or regulation which relates to skin penetration; or the incidence of Sarcoma, Carcinomas or Melanoma arising from the use of solarium sunbeds or tanning machines; or

1. genital piercing; or
2. tattooing other than cosmetic tattooing; or
3. botox injections.

9.1.2 General Anaesthesia

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any operation or procedure carried out under general anaesthesia unless performed in a hospital.

9.1.3 Health Care/Skin Penetration

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of the Insured's failure to comply with the following health care conditions:

1. hypodermic needles are used only once and thereafter disposed of;
2. all instruments used to penetrate the skin or used in oral examination must be sterile in accordance with accepted Commonwealth and/or State Health Department procedures;

3. any surface which has received spillage of human or animal body fluid shall be thoroughly cleansed by a process as laid down from time to time by respective State Health Regulations and/or Commonwealth Health Regulations.

9.1.4 Low Level Laser Therapy

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any low level laser therapy where the Insured had not undertaken a pre-treatment assessment with the patient and included a form, signed and acknowledged by the patient, which expressly outlined the risks and side-effects associated with the treatment.

9.1.5 Named Activities

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any colonic irrigation, tarot reading and other predictive activity and/or any activity which requires registration as a medical practitioner, nurse, midwife, psychiatrist or chiropractor pursuant to any relevant Commonwealth, State or Territory legislation.

9.1.6 Prescribing Medication

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of the prescribing of any medicine by an Insured unless the Insured is registered under the Health Professions Registration Act to prescribe medicines.

9.2 Where the description of the Professional Services in the Schedule is 'Massage Therapy', the following additional exclusions shall apply:

9.2.1 General Anaesthesia

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any operation or procedure carried out under general anaesthesia unless performed in a hospital.

9.2.2 Health Care/Skin Penetration

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of the Insured's failure to comply with the following health care conditions: hypodermic needles are used only once and thereafter disposed of;

1. all instruments used to penetrate the skin or used in oral examination must be sterile in accordance with accepted Commonwealth and/or State Health Department procedures;
2. any surface which has received spillage of human or animal body fluid shall be thoroughly cleansed by a process as laid down from time to time by respective State Health Regulations and/or Commonwealth Health Regulations.

9.2.3 Low Level Laser Therapy

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any low level laser therapy where the Insured had not undertaken a pre-treatment assessment with the patient and included a form, signed and acknowledged by the patient, which expressly outlined the risks and side-effects associated with the treatment.

9.2.4 Named Activities

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any colonic irrigation, tarot reading and other predictive activity and/or any activity which requires registration as a medical practitioner, nurse, midwife, psychiatrist or chiropractor pursuant to any relevant Commonwealth, State or Territory legislation.

9.2.5 Prescribing Medication

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of the prescribing of any medicine by an Insured unless the Insured is registered under the Health Professions Registration Act to prescribe medicines.

9.3 Where the description of the Professional Services in the Schedule is '**Occupational Therapy**', the following additional exclusions shall apply:

9.3.1 General Anaesthesia

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any operation or procedure carried out under general anaesthesia unless performed in a hospital.

9.3.2 Unregistered Practitioners

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of Professional Services performed by an Insured who is not registered, qualified or certified to perform the Professional Services where such registration, qualification or certification of the Professional Services are required by law, local registration boards or by a national body.

Provided that this Exclusion 9.3.2 does not apply to supervised students or supervised work experience personnel.

9.4 Where the description of the Professional Services in the Schedule is '**Physiotherapy**', the following additional exclusion shall apply:

9.4.1 Unregistered Practitioners

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of Professional Services performed by an Insured who is not registered, qualified or certified to perform the Professional Services where such registration, qualification or certification of the Professional Services are required by law, local registration boards or by a national body.

Provided that this Exclusion 9.4.1 does not apply to supervised students or supervised work experience personnel.

9.5 Where the description of the Professional Services in the Schedule is '**Podiatry**', the following additional exclusions shall apply:

9.5.1 Acupuncturist Services Registration Requirement

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of acupuncturist services, other than those performed by an Insured who is registered by the Chinese Medicine Registration Board (where required) or endorsed in relation to acupuncture by the Podiatry Board of Australia.

9.5.2 General Anaesthesia

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any operation or procedure carried out under general anaesthesia unless performed in a hospital.

9.5.3 Podiatric Surgery

The Insurer shall not be liable in respect of any Claim, Insured Costs, claimant's costs and expenses or Inquiry Costs or compensation for court attendance arising from or in respect of any podiatric or orthopaedic surgical activities. For the purposes of this exclusion, surgical activities does not include nail procedures performed under local anaesthesia, wart curettage, ulcer debridement, or any other non-invasive nail surgery for ingrown toe nails by qualified Podiatrists.

10. Additional Exclusions Applying To Insuring Clause B

Insuring Clause B does not cover any liability arising directly or indirectly from:

10.1 Aircraft Landing Area

Claims in respect of a liability imposed upon the Insured by reason of the Insured's ownership occupation or control of any property or structure used as a landing area for aircraft provided such Claims arise out of such use as aforesaid.

The term "landing area" shall include any area on which aircraft land, take off, are housed, maintained or operated.

10.2 Boilers

Claims from explosion of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any Statute or Regulation thereunder.

10.3 Earthquake, Riots, Wars, etc

Claims in respect of bodily injury or damage to property arising during (unless it be proved by the Insured that such bodily injury or damage to property was not occasioned thereby) or in consequence of:

1. earthquake, subterranean fire;
2. riot, civil commotion.

10.4 Erection or Demolition

Claims in respect of bodily injury or damage to property caused by or in connection with the erection, demolition, alteration and/or addition to buildings by or on behalf of the Insured except an alteration or addition not exceeding in cost the sum of \$20,000.

10.5 Family and Employees

1. Claims in respect of bodily injury
 - a. to any member of the family of the Insured ordinarily residing with the Insured or with whom the Insured ordinarily resides;
 - b. to any person arising out of or in the course of the employment of such person in the service of the Insured;
 - c. for payment under the Workers' or Workmen's Compensation legislation by any person in the service of any contractor or sub contractor to the Insured or by any dependant of such person.
2. Claims in respect of damage to property:
 - a. of the Insured or of any member of the family of the Insured ordinarily residing with the Insured or with whom the Insured ordinarily resides;
 - b. of any person in the service of the Insured arising out of the employment of such person;
 - c. in the physical or legal control of any member of the Insured's family ordinarily residing with the Insured or with whom the Insured ordinarily resides.

10.6 Faulty Workmanship

Claims in respect of the cost of rectifying faulty workmanship of any kind.

10.7 Goods Sold and Supplied

Claims arising out of any defect or deficiency in goods sold or supplied (which expression includes containers) after such goods have passed from the control and actual physical custody of the Insured other than goods sold or supplied at or from a canteen provided by the Insured primarily for the use of employees of the Insured.

10.8 Lifts, Elevators, Vehicles, Aircraft and Watercraft

Claims in respect of bodily injury or damage to property arising out of or caused by or in connection with:

1. the use of any lift, elevator, escalator, hoist or crane in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured; but this clause (1) shall not apply in respect of the use of a hoist or crane where required to perform the Professional Services.
2. the use of any Vehicle in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured but this clause (2) shall not apply to bodily injury or damage to property:
 - a. arising out of the use of caretaking and/or cleaning tools of trade or electrically powered wheel chairs;
 - b. caused by or arising from the delivery or collection of goods to or from any Vehicle where such bodily injury or damage to property occurs beyond the limits of any carriageway or thoroughfare;
 - c. arising out of 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 the Insured but not in the physical or legal control of the Insured;
3. the ownership, possession or use by or on behalf of the Insured of any aircraft or aerial device, hovercraft or Watercraft.

10.9 Pollution

Claims in respect of liability out of the discharge, dispersal, release or escape of pollutants, including the cost of removing, nullifying or cleaning up pollutants, and any fines, penalties, punitive or exemplary damage arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

For the purpose of this Exclusion 10.9, "pollutants" means any solid liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Notwithstanding the extent of this Exclusion the Insurer will, however, pay a Claim for bodily injury or damage to property which is caused directly by a sudden, identifiable, unintended and (to the Insured) unexpected happening which takes place in its entirety at the Insured's business address.

10.10 Property Ownership

Claims out of the ownership by the Insured of properties other than the Insured's practice address.

10.11 Vibration

Claims in respect of damage to any land or fixed property from vibration or from the removal or weakening of or interference with the support to land buildings or any other property.

11. Additional Exclusions Applying To Insuring Clause C

Insuring Clause 1.C does not cover any liability arising directly or indirectly from:

11.1 Defective Design

Claims in respect of bodily injury or damage to property caused by or arising out of any defective design or error in formula or in specification of any of the goods processed or manufactured by the Insured of any defect or deficiency in any of the goods if the Insured or agents had knowledge of or had reason to suspect at the time when the goods passed from the control and actual physical custody of the Insured, the existence of that defect or deficiency.

12. General Conditions

12.1 Claims Notification

Where during the Period of Insurance the Insured becomes aware of facts or circumstances which might give rise to a Claim under the Policy (whether or not the amount of such Claim is likely to be greater than the Excess), and elects to give written notice of such facts or circumstances to the Insurer during the Period of Insurance, any Claim arising from such facts or circumstances shall be deemed to have been made at the date on which such notice is given.

Every Claim made against the Insured shall be notified to the Insurer as soon as practicable, and every letter, demand writ summons and legal process pertaining to such Claim shall be forwarded to the Insurer as soon as practicable after receipt.

Where the Insured wishes to notify the Insurer of a Claim or a circumstance the notification must be sent to:

AAI Limited Liability and
Profin Notification Centre
GPO Box 346 Sydney NSW 2001
Fax: 1300 066 950
Email: lodgeclaim@vero.com.au

It is the Insured's responsibility to ensure that such notification has been forwarded to and has been received by the Professional Liability Claims Manager.

12.2 No Admission of Liability

No admission, offer, promise or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer.

12.3 Claims Conduct

The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

12.4 Claims Settlement

Should the Insured object to a proposal by the Insurer to settle or compromise any Claim indemnified under this Policy and wish to contest or litigate the matter, then the Insured may so elect, provided that the Insurer's liability in respect of any such Claim so contested or litigated shall not exceed the amount for which, but for such election, it could have been settled or compromised by the Insurer, together with costs and expenses payable in accordance with the terms of this Policy and incurred up to the time of such election, but subject always to the Excess and to the Limit of Indemnity.

12.5 Assisting with Claims

The Insured shall give all such assistance as the Insurer may reasonably require but none of them shall be required to contest any legal proceedings if it objects to doing so unless a Queen's Counsel or a person of similar authority (appointed by mutual agreement between the Insured and the Insurer and paid for by the Insurer) shall advise such proceedings could be contested with the reasonable probability of success.

12.6 Other Insurance

If at the time any Claim arises under this Policy there is any other insurance in force covering the same liability the Insured shall promptly notify to the Insurer full details of such other insurance, including the identity of the insurer and the Policy number, and such further information as the Insurer may reasonably require.

12.7 Material Change

The Insured must notify the Insurer as soon as reasonably practicable (including but not limited to during the Period of Insurance) of any material change in the risks covered by this Policy including, but not limited to:

1. any material alteration to the nature of the Professional Services provided by the Insured;
2. any acquisition by the Insured of, or merger of the Insured with, any other business or entity, whether or not such other business or entity provides the same or similar Professional Services as the Insured;
3. (where the Insured is a natural person) the Insured becoming a bankrupt or entering into a debt agreement under Part IX of the Bankruptcy Act 1966 (Cth) or entering into an arrangement with creditors under Part X of the Bankruptcy Act;
4. (where the Insured is a company or body corporate) the appointment of an administrator, receiver, provisional liquidator or liquidator to the Insured; or
5. an Insured's statutory registration or registration with their professional association is cancelled, suspended or has conditions imposed.

12.8 Cancellation

The Insured 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 on its short term rates for the time it has been on risk and the Insured will receive a refund of any balance of the premium actually paid.

The Insurer may cancel this Policy in accordance with the Insurance Contracts Act 1984 by giving thirty (30) days notice in writing to each of the Insured(s) specified in the schedule of the date from which such cancellation is to take effect.

12.9 Governing Law

This Policy will be governed in accordance with the laws of Australia. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

12.10 Severability and Non-Imputation

Where this Policy insures more than one party, any failure on the part of any of the parties to:

1. comply with the Duty of Disclosure in terms of the Insurance Contracts Act 1984; or
2. comply with any obligation in terms of this Policy; or
3. refrain from conduct which is dishonest, fraudulent, criminal or malicious,

shall not prejudice the right of the remaining party or parties to indemnity in terms of this Policy, provided that such remaining party or parties shall:

- i. be entirely innocent of and have had no prior knowledge of any such failure; and
- ii. as soon as practicable after becoming aware of any such failure, advise the Insurer in writing of all its relevant circumstances.

12.11 Goods and Services Tax

The premium charged for this Policy includes an amount on account of GST. The Insured must inform the Insurer of the extent to which it is entitled to an input tax credit for the premium each time that a Claim is made under this Policy. No payment will be made to the Insured for any GST liability that they may acquire on the settlement of a Claim if the Insured has not informed the Insurer of its entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this Policy (including provisions in the Schedule and any endorsements), the Insurer's liability will be calculated taking into account:

1. any input tax credit to which the Insured is entitled for any acquisition relevant to a Claim, or to which the Insured would have been entitled were the Insured to have made a relevant acquisition; and
2. (also for Claims for business interruption only) the GST exclusive amount of any supply made by the Insured's business which is relevant to the Insured's Claim.

if the Limit of Indemnity is not sufficient to cover the Insured's loss, the Insurer will only pay GST (less any relevant input tax credit) that relates to the Insurer's proportion of the Insured's loss. The Insurer will pay that GST amount in addition to the Limit of Indemnity.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.

13. Additional Conditions Applying To Insuring Clause B

13.1 Preserve Evidence

The Insured shall use the best endeavours to preserve any damaged or defective appliances, plant or things which might prove necessary or useful by way of evidence in connection with any Claim and so far as may be reasonably practicable, no alteration or repair shall be made to any premises, fencing, machinery, furnishings, fittings, appliances, or plant without the consent of the Insurer until the Insurer shall have had an opportunity of inspection.

13.2 Reasonable Care

The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent bodily injury or damage to property and shall take reasonable measure to maintain all premises, furnishings, fittings, appliances and plant in sound condition and to comply with all statutory obligations and by laws or regulations imposed by any public authority for the safety of persons or property.

Definitions

For the purpose of this Policy:

Act of Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or section of the public, in fear.

Adverse Publicity Event

means an event which, in the reasonable opinion of a Principal of the Insured, might cause the reputation of the Insured to be seriously affected by adverse or negative publicity.

Bodily Injury

means:

1. Bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium resulting therefrom;
2. The effects of false arrest, false imprisonment, wrongful detention, wrongful entry or wrongful eviction, malicious prosecution or humiliation;
3. The effects of libel, slander, defamation of character or invasion of privacy;
4. 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 and
5. 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.

Claim

means any demand made by a third party upon the Insured for compensation, however conveyed, including a writ, statement of claim, application or other legal or arbitral process.

Compensation

means any amount paid or payable at law (including but not limited to amounts owing or liability incurred in respect of or arising out of a claim for recovery or contribution made pursuant to any legislation) by the Insured in respect of any Claim for Bodily Injury or Property Damage.

Provided that Compensation is only payable in respect of an Occurrence to which this Policy applies.

Dispute Resolution Body

means any governmental or authoritative body with the jurisdiction to adjudicate disputes between the Insured and any third party.

Documents

means deeds, wills, agreements, maps, plans, records, computer records, electronic data, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments), which is the property of the Insured or for which the Insured is responsible.

Excess

means the amount shown in the Schedule and represents the first amount which is payable by the Insured in respect of damages and claimant's costs and expenses arising out of any one Claim made against the Insured.

Fidelity Claim

means loss of money or goods belonging to or held in trust by the Insured caused directly by any act, or series of related acts of fraud or dishonesty committed by any employee of the Insured in connection with the Professional Services and discovered and notified to the Insurer during the Period of Insurance.

Fidelity Excess

means \$1,000 for any one Fidelity Claim and represents the first amount which is payable by the Insured in respect of loss of money or goods.

Group Facility

means the Binder Agreement for the Health Practitioners Scheme underwritten by the Insurer under which this Combined Malpractice, Public and Products Liability Insurance Policy is issued.

Inquiry

means any hearing, investigation, examination or enquiry (which has a direct relevance to any matter which is likely to be the subject of a Claim covered by this Policy) by any Inquiring Body or Dispute Resolution Body which arises as a result of written notice given:

- a. to the Insured by the Inquiring Body or Dispute Resolution Body of its intention to conduct such hearing, investigation, examination or enquiry; or,
- b. by the Insured to the Inquiring Body or Dispute Resolution Body in relation to any matter which the Insured believes may be a breach of its legal or regulatory obligations with respect to the performance of the Insured's Professional Services.

Inquiring Body

means any official body or institution empowered by law to investigate the professional conduct

of the Insured including but not limited to a coroner's court, Royal Commission, statutory regulatory body, tribunal or legally constituted industry or professional board but excluding any parliament or any committee of a parliament.

Inquiry Costs

means all necessary and reasonable legal costs and expenses incurred by the Insured, with the Insurer's prior written consent, arising out of any notice requiring the Insured's attendance at or in response to, an Inquiry.

Insured

means:

1. the natural person or persons specified in the Schedule; and/or
2. the legal entity or entities specified in the Schedule and their predecessors in business; and/or
3. past and/or present employees and locums of the legal entity or entities specified in the Schedule and their predecessors in business; and/or
4. a student whilst being supervised by a person specified in the Schedule or by a registered health practitioner of the legal entity or entities specified in the Schedule and their predecessors in business; and/or

5. any past and/or present Principal of the legal entity or entities specified in the Schedule and their predecessors in business; and/or
6. 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; and/or
7. the lawful spouse or domestic partner (including same sex partner or any person deriving similar status by reason of the common law or statute) of any natural person Policyholder.
8. Health Practitioner's Assistant's whilst being supervised by a qualified Health Practitioner.

Insured Costs

means all reasonable costs and expenses incurred by the Insurer, or by the Insured with the Insurer's prior written consent, in defending, investigating, appealing or settling any Claim or Claims (not being Inquiry Costs or claimant's costs and expenses).

Insurer

means AAI Limited, ABN 48 005 297 807, trading as Vero Insurance

Limit of Indemnity

means the Limit of Indemnity applicable to each Insured as shown in the Schedule.

Occurrence

means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Bodily Injury or Property Damage, and where such Bodily Injury or Property Damage is neither expected nor intended from the standpoint of the Insured.

Period of Insurance

means the Period of Insurance as shown in the Schedule.

Policy

means the Schedule, the terms of this document, and any endorsements.

Policyholder

means the natural person or entity shown in the Schedule.

Principal

means a sole practitioner, a partner of a firm or a director of a company.

Product(s)

means anything which was, or is deemed by law to have been, manufactured, grown, extracted, treated, produced, assembled, processed, sold, supplied, distributed, imported, exported, repaired, serviced, renovated, installed, assembled, erected or constructed in the course of the Professional Services by or on behalf of the Insured, including labels, packaging or containers (other than A Vehicle), and directions, instructions, or advice given or omitted to the given in connection with such Product, after ceasing to be in the possession or under the control of the Insured.

Professional Services

means agreed health modalities and/or therapies identified on the Schedule and no other provided that the Insured holds the required registration, accreditation or licence with the appropriate registration board or authority where required at the time the services were provided.

Property Damage

means:

1. Physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom; and/or
2. 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.

Public Relations Expenses

means the reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged to prevent or limit the adverse effects of or negative publicity from an Adverse Publicity Event, which the Insured may engage with the prior written consent of the Insurer, but only during the first thirty days immediately following the Adverse Publicity Event.

Retroactive Date

means the Retroactive Date shown in the Schedule.

Run-Off Event

means any of the following events:

1. A merger or acquisition of the Policyholder;
2. The appointment of a receiver, controller, administrator or liquidator to the Policyholder;
3. The commencement of a scheme of arrangement, or compromise or a winding up process in respect of the Policyholder;
4. The retirement of the Policyholder;
5. The Policyholder ceasing to conduct the Professional Services; or
6. The Policyholder failing to renew this Policy for any reason other than non-payment of premium.

Schedule

means the current Schedule issued by the Insurer to the Insured.

Vehicle means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power, and any trailer made or intended to be drawn by such machine, and any hovercraft.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel on or through water.

End of wording

Notices

Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;

- assess and investigate any claims you make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to.

We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services

– for example:

- information technology providers,
- administration or business management services, consultancy firms, auditors and business management consultants,
- marketing agencies and other marketing service providers,
- claims management service providers
- print/mail/digital service providers, and
- imaging and document management services;
- any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;

- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Financial Ombudsman Service or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal

information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas Disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at vero.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, or obtaining a list of overseas countries you can:

- Visit vero.com.au/privacy.
- Speak to us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or by
- Email us at claims@vero.com.au

GENERAL INSURANCE CODE OF PRACTICE

AAI Limited, ABN 48 005 297 807, trading as Vero Insurance has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with policyholders/the insured. Please contact Vero for more information about the Code, if required.

OUR COMPLAINTS HANDLING PROCEDURES

Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, it will then be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

Aon

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Aon is a leading provider of risk management services, insurance and reinsurance broking, financial planning and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

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