



**TEGO**

## Entity Medical Malpractice

### Policy Schedule & Certificate of Currency

<b>Insurer</b>	Tego Insurance Pty Ltd on behalf of Certain Underwriters at Lloyd's as authorised under UMR B0755R233338		
<b>Policy Number</b>	EMMI-115908-02		
<b>Insured</b>	<p>Eligible Members Of The Associations Affiliated By Deed With NPAA Services Pty Ltd (the Association) Which Includes: National Nurses Ltd. T/As Nurses Professional Association of Queensland (NPAQ) T/As Nurses Professional Association of New South Wales (NPAN) T/As Nurses Professional Association of Victoria (NPAV)T/As Nurses Professional Association of Tasmania (NPAT) T/As Nurses Professional Association of South Australia (NPASA) T/As Nurses Professional Association of Western Australia (NPAWA) T/As Nurses Professional Association of Australia (NPAA) National Medical Professionals Ltd T/As Australian Medical Professionals Society (AMPS)</p>		
<b>Business Activities</b>	The professional services provided as an Insured which is limited to Nursing and ancillary or related services, Physiotherapists, Podiatrists, Psychologists, Registered Nurses, Enrolled Nurses, Paramedics, Ambulance Officers, Care Workers, Assistants in Nursing, Dental Nurses, Orderlies, Administrators & Pharmacists, Alternative or Natural Therapy including Acupuncture, Occupational therapy, Aromatherapy, Naturopathy, Massage and Reflexology, recognised by the Association, including Training and Education and Voluntary Work within these sectors		
<b>Policy Wording</b>	TEGO-EMMI-8346-0522 Entity Medical Malpractice Policy		
<b>Period of Insurance</b>	From 4:00pm 15 April 2024 to 4:00pm 15 April 2025		
<b>Retroactive Date</b>	Unlimited, excluding known claims and circumstances		
<b>Limits of Liability (AUD)</b>	Medical Malpractice	10,000,000 any one <b>Claim</b>	and 60,000,000 in the aggregate
	Errors and Omissions	10,000,000 any one <b>Claim</b>	and 60,000,000 in the aggregate
	Public Liability	10,000,000 any one <b>Occurrence</b>	
	Products Liability	10,000,000 any one <b>Occurrence</b>	and 10,000,000 in the aggregate
<b>Deductible (AUD)</b>	Medical Malpractice	100,000	
	Errors and Omissions	100,000	
	Public Liability	1,000	
	Products Liability	1,000	
<b>Premium (AUD)</b>	As Agreed		
<b>Endorsements</b>	<p>Amended Definition Endorsement: Insured Additional Defined Term Endorsement: Financial Member Excluded Liability Endorsement Amended Cancellation Provisions Amended Run Off Cover Endorsement Excluded Activities Endorsement Midwifery Exclusion Endorsement</p>		

# Policy Schedule

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## Sections of Cover

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

## Section 1 – Medical Malpractice

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<u>Heads of Cover</u>	<u>Operative</u>	<u>Sub-limits of Liability</u>
Abuse Liability	Included	150,000
Court Attendance Compensation	Included	250 per day up to a maximum of 7,500
Complaint and Investigation Costs	Included	1,000,000
Medicare and Private Health Insurer	Included	1,000,000
Continuous Cover	Included	
Good Samaritan Acts	Included	
Telehealth	Included	
Reporting a Healthcare Practitioner or Incident	Included	
Vicarious Liability	Included	
Reinstatement	Included	Five

## Section 2 – Errors and Omissions

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

## Section 3 – Public Liability

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

## Section 4 – Products Liability

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

## Endorsements

### Amended Definition Endorsement: Insured

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

#### **Insured**

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

- (a) **Financial Member** of the Association; and
- (b) provides services as detailed in the **Business Activities** to an employer and was remunerated by the employer for that service under a contract of service in Australia

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

### Additional Defined Term Endorsement: Financial Member

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

#### **Financial Member**

means any natural person who:

- (a) having previously paid their membership 12 months in advance has made a renewal payment within three months of that anniversary date; or
- (b) pays his or her membership subscription within one month of its due date; or
- (c) pays his/her membership subscription by payroll deduction, whilst the relevant authority to make payroll deductions remains in force; or
- (d) pays his/her membership subscription after the expiration of the periods noted in 3 a) and b) above but such persons are only deemed to be **Financial Members** from the date their membership subscription payment is received by the Association.

**Financial Member** does not include any:

- (e) corporation; or
- (f) AHPRA registered **Medical and Dental Practitioners** (including locum doctors); or
- (g) honorary or life member of the Association

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

### Excluded Liability Endorsement

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

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

### Amended Cancellation Provisions

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

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

### Amended Run Off Cover Endorsement

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

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

If during the **Policy Period** an **Insured** ceases to be a **Financial Member** of the Association due to

- (a) permanent retirement from practice; or
- (b) death; or
- (c) the cessation of, disposal of, merger with, or acquisition by another entity

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

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

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

### Excluded Activities Endorsement

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

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

### Midwifery Exclusion Endorsement

It is hereby noted and agreed that there shall be no cover for any **Claim, Errors and Omissions Loss, Action, Wrongful Act, Investigation Costs, or Occurrence**, arising out of or in connection with:

- (a) the performance of any operation to terminate pregnancy unless pathologically indicated; or
- (b) any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III or HIV-1), or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives, or variations thereof, or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named; or

(c) the provision of midwife services. For the purposes of this endorsement, midwife services do not include post-natal nursing services, for which midwife qualifications are not required or services provided more than 6 hours after delivery.

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

Products Liability Exclusion Endorsement

It is hereby noted and agreed that the following is added to Section 4: Exclusions part 3: Specific Products

(e) implantable medical devices

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

Blood Borne Disease Exclusion Endorsement

It is hereby noted and agreed that the following is added to the General Policy Exclusions:

**20. Blood Borne Disease**

Any loss arising out of or in any way connected with, directly or indirectly caused by or arising from the use of human organs or human blood and/or cells.

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

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

**Date:**

08 April 2024

**Signature:**



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

Coverholder at **LLOYD'S**