

IMPORTANT INFORMATION

Please read this information carefully and contact us immediately if you have any queries.

Average Clause – Underinsurance

Personal Insurance (e.g. home and contents policies), and business insurance (e.g. fire, business interruption, industrial special risks) often contain an average clause. Such clauses enable the insurer to reduce your claim settlement in proportion to the amount of any underinsurance. Therefore, you should always insure for full value, which may be replacement, indemnity or market value depending on the type of cover arranged.

Changes to your Risk and Change of your Circumstances

Advise us immediately of any changes to the risk covered or your circumstances. Some examples of such changes are: change of location, risk, activity, insured names, values to be insured, installation or removal of smoke or burglar alarms and the like.

Claims

To ensure any entitlement under your policy is protected, you must report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period. Your attention is also drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the insurance contract.

Contractual Liability

Many commercial or business contracts/leases contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

Cooling Off Period

This product is subject to a Cooling Off Period which means you are entitled to a minimum 14 day cooling off period during which time you may return the policy and receive a premium refund. We will return the commission to the Insurer, however we reserve the right to retain our fees. The cooling off period is subject to legal requirements and terms and conditions of the policy. You should check the relevant PDS for full details.

Insured Name and Interests of Other Parties

Always ensure you advise us of every interested entity so that each can be properly advised to the insurer and noted as insured and/or for their respective rights and interests. Most policies will exclude indemnity to parties unless their interest is noted on the policy.

Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible to insure the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Premium Funding Non Payment

In the event you fail to fulfil the requirements of a funding contract, the premium funder has full power of attorney over your policy(ies). The funder can request the Insurer to cancel your policy(ies) and the funder has the right to any refund of premium. In this instance we are obliged to act on the instructions of the Funder.

PDS/Policy Wording

A PDS or Policy Wording has been provided to you or a Policy Wording will be passed to you as soon as it is received from the Insurer. It is in your best interests to read this document without delay and advise us of any aspects which are not clear to you or where any aspect of the cover does not meet with your requirements.

Privacy

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the companies with whom we choose to deal (and their representatives). We do not trade, rent or sell your information. You may request access to your personal information at any time and we may ask for reasonable costs from you to cover retrieving and providing this information.

If you do not provide us with full information, we cannot properly advise you and you could breach your duty of disclosure. You can check the information we hold about you at any time.

Our full Privacy Statement will be made available to you on request or you can access it on our website at www.yib.com.au. For any other enquiries regarding your Privacy and our Privacy Policy please contact our Privacy Officer.

Refunds and Reservation of Remuneration

If there is a refund of premium owed to you as a result of a cancellation or alteration to a policy (excluding cancellation within the cooling off period), we will retain any fee we have charged you and reserve the right to retain the full commission.

Underwriting Agency or other Financial Services Provider

If you instruct us to place your insurance with an Underwriting Agency or another Financial Services Provider, you are entitled to receive a Financial Services Guide (FSG) as issued by that provider. This can be provided to you on request.

Utmost Good Faith

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

Details:

Renewal of Professional Indemnity & Broadform Liability Policy

Schedule of Cover

Our Reference: 17080347

POLICY ONE: CIVIL LIABILITY PROFESSIONAL INDEMNITY

- Item 1 The Policyholder: Eligible Members Of The Associations Affiliated
By Deed With The Nurses Professional Association
Of Australia (NPAA) (The Association)
- Which Includes:
- Nurses Professional Association Of Queensland (NPAQ)
- Item 2 Address: 1st Floor Plaza Home Centre
27 Evans Street
MAROOCHYDORE QLD 4558
- Item 3 Professional Services Covered
by this Policy: Refer to Schedule
- Item 4 Description of Policy: Professional Indemnity + Broadform Liability (CGU PIB 03-17)
- Item 5 Period of Insurance: From 01/12/2017 to 4:00 pm on 28/11/2018
- Item 6 Particulars of Risk:
- 6.1 The Total Sum Insured is \$10,000,000 which includes all Policy section, and
\$20,000,000 in the aggregate for all Claims.
- 6.2 Amount of the Excess
- | | |
|---|----------------|
| (a) Australia and New Zealand Jurisdictions | \$ 1,000 |
| (b) Other Jurisdictions | \$ 1,000 |
| (c) Enquiries | \$ 1,000 |
| (d) Employment Practices Liability | Not Applicable |
| (e) Fidelity Cover | Not Applicable |
- 6.3 Application of the Excess in respect of Australia and
New Zealand Jurisdictions - Costs Inclusive
- 6.4 Application of the Excess in respect of Other
Jurisdictions - Costs Inclusive
- 6.5 The Retroactive Date is without limitation of date.
- 6.6 Jurisdictional limits are EXCLUDED U.S.A AND CANADA.
- 6.7 The date of the Proposal and declaration is 01/01/2001.
- Item 7 Joint Ventures: No Named Joint Ventures
- Item 8 Specific Cover Limits:
- | | |
|------------------------------------|-------------|
| 8.1 Enquiries | \$ 250,000 |
| 8.2 Employment Practices Liability | Not Insured |
| 8.3 Fidelity Cover | Not Insured |
| 8.4 Cyber Cover Extension | Not Insured |
- Item 9 Special Items:

This Policy is subject to the following endorsements, details of which
are set out at the end of this Schedule.

Providing Security

- | | |
|-------------------------------------|--------------------------------------|
| 1. CHANGE OF INSURER ENDORSEMENT | 2. PROFESSIONAL SERVICES ENDORSEMENT |
| 3. SECTION 6.1 ENDORSEMENT | 4. SECTION 8.18 ENDORSEMENT |
| 5. SECTION 8.22 ENDORSEMENT | 6. SECTION 3.1 ENDORSEMENT |
| 7. ELIGIBLE MEMBER DEFINITION | 8. ELIGIBLE MEMBER RUN OFF COVER |
| 9. MOLESTATION DEFENCE COSTS | 10. SEXUAL AND OTHER MISCONDUCT |
| 11. SECTION 6.2 ENDORSEMENT | 12. HIV & MIDWIFERY EXCLUSION |
| 13. MEDICAL PRACTITIONERS EXCLUSION | 14. FINANCIAL MEMBER DEFINITION |

Item 10 Date and Place of Issue: 22/11/2017 Brisbane, Queensland.

DETAILS OF SPECIAL ITEMS ATTACHING TO AND FORMING PART OF THE POLICY

1. CHANGE OF INSURER ENDORSEMENT

This endorsement is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this endorsement should be read with the last Policy You received for the Policy specified in your Policy Schedule and any other applicable endorsement.

Changes to your Policy:

Your Policy is amended by the following:

Change 1: Change to details of CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291

All references to "CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291" are deleted and replaced by "Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance".

Change 2: Change to details of CGU Insurance Limited

All references to "CGU Insurance Limited" are deleted and replaced by "Insurance Australia Limited trading as CGU Insurance".

Insurer
Insurance Australia Limited
ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance

2. PROFESSIONAL SERVICES ENDORSEMENT

Definition 9.25 Professional Services is deleted in its entirety and is replaced by the following:

"The professional services provided as an Eligible Member which is limited to Nursing and ancillary or related services, Physiotherapist, Podiatrists, Psychologist, Registered Nurses, Enrolled Nurses, Paramedics Ambulance Officers, Care Workers, Assistants in Nursing, Dental Nurses, Orderlies, Administrators & Pharmacists. Alternative or Natural Therapy including Acupuncture, Aromatherapy, Naturopathy, Massage and Reflexology, recognised by the Association (NPAA) including Training and Education and Voluntary Work in the Insured Professional Service"

3. SECTION 6.1 ENDORSEMENT

It is declared and agreed that Section 6.1 of the Policy is deleted and is replaced by the following:

6.1 The policy limit

The Policy Limit is a shared Policy Limit for all Eligible Members Covered by this Policy, and applies to any one Claim and, subject to this Section 6, applies to the total of all Claims and Covered Claims, Covered by this Policy.

In all other respects the Policy remains unaltered.

4. SECTION 8.18 ENDORSEMENT

It is declared and agreed that Section 8.18 of the Policy is deleted and is replaced by the following:

8.18 Authority to accept notices and to give instructions NPAA are appointed individually and jointly as agent of each Insured in all matters relating to this Policy, and to Claims or Covered Claims, Covered by the Policy.

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In particular (but without limitation) NPAA are agents for the following purposes:

- a) to give and receive notice of Policy cancellation, to pay premiums and to receive any return premiums that may become due under this Policy; and
- b) to accept endorsements or other notices provided for in this Policy; and
- c) to give instructions to solicitors or counsel that We appoint or agree to, and to receive advice from them and to act on that advice; and
- d) to consent to any settlement We recommend; and
- e) to do anything We or Our legal advisers think might help with the procedures set out in this Policy for settling and defending Claims or Covered Claims; and
- f) to give Us information relevant to this Policy, which We can rely on when We decide whether to accept the risk, and set the Policy terms or the premium.

In all other respects the Policy remains unaltered.

5. SECTION 8.22 ENDORSEMENT

It is declared and agreed that Section 8.22 of the Policy is deleted and is replaced by the following:

8.22 The insured cannot cancel the policy The Insured cannot cancel this Policy.

In all other respects the Policy remains unaltered.

6. SECTION 3.1 ENDORSEMENT

It is declared and agreed that Section 3.1 of the Policy is deleted and replaced by the following:

3.1 The cover we provide

We Cover the Insured up to the Policy Limit (see Section 6) for any Claim for Civil Liability to any third party which is incurred in the provision of the Professional Services and which Claims:

- a) are made against the Insured during the Period of Insurance; and
- b) We are told about in writing as soon as reasonably possible during the Period of Insurance; and
- c) arise from an act, error or omission on or after the 'Retroactive Date' as stated in the Schedule.

In the event that an Eligible Member who at the time of the relevant act, error or omission giving rise to the Claim occurred, had entered into a contract of service with an employer who is not an Insured, then this Section 3.1 only operates if and to the extent that such Eligible Member is unable to obtain indemnity for such Claim from his or her employer at the time of the relevant act, error or omission.

In all other respects the Policy remains unaltered.

7. ELIGIBLE MEMBER DEFINITION

For the purpose of this Policy, 'Eligible Member' means any natural person who, during the Period of Insurance, is a

- i. a Financial Member of The Association;
- ii. a Financial Affiliate Member of The Association eligible to be covered under the Professional Business definition of this policy;
- iii. employed under a contract of service in Australia.

8. ELIGIBLE MEMBER RUN OFF COVER

In the event that a Run-Off Event occurs to an Eligible Member during the Period of Insurance and such member does not renew his or her membership to the Association, the Cover provided by this Policy with respect to such Eligible Member shall continue beyond the expiry date of the Policy up to a period of 84 months, from the effective date of the Run-Off Event, in respect of any Claim otherwise Covered by this Policy subject to:

- a) the Claim arising from any act, error or omission prior to the date of the Run-Off Event;
- b) Our continuation as the sole insurer of Eligible Members;
- c) if We cease to be the sole insurer of Eligible Members there will be no Cover for any Claim first made against the Insured after We cease to be the sole insurer of Eligible Members;
- d) all Cover under this Endorsement shall cease immediately if the Policy is cancelled;

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e) Cover under this Endorsement cannot be renewed or extended.

For the purposes of this Endorsement 'Run-Off Event' means an Eligible Member ceasing to exist or operate, or being disposed of or merged with or acquired by another entity.

In all other respects the Policy remains unaltered.

9. MOLESTATION DEFENCE COSTS

Notwithstanding Section 7.19, We will to the extent permitted by law, pay all reasonable and necessary Claim Investigation Costs of investigating, defending or settling any Claim or Enquiry otherwise excluded by Section 6.18 in so far as such conduct was committed or allegedly committed by an Eligible Member in the course of the provision of Professional Services provided that:

- a) nothing in this Policy shall require Us to Cover any Eligible Member who has allegedly committed any of the conduct specified in Section 7.19; and
- b) if We elect not to take over and conduct the investigation, defence or settlement of the Claim or Enquiry, Our written consent is obtained prior to the Eligible Member incurring such Claim Investigation Costs (such consent not to be unreasonably withheld);
- c) Claim Investigation Costs Cover under this Endorsement is limited to \$100,000 any Claim or Enquiry and in the aggregate for all such Claims or Enquiries per Eligible Member subject to an overall maximum aggregate of \$1,000,000 for all Eligible Members Covered by this Policy. This is included within and not in addition to the 'Specific Cover Limit' specified in the Schedule for Section 3.5, nor in addition to the Policy Limit;
- d) The Excess in respect to such Claim Investigation Costs is \$20,000 each and every Claim or Enquiry.
- e) We reserve the right to recover any such Claim Investigation Costs from the Eligible Member alleged to have committed any of the conduct specified in Section 6.18:
 - i. if the Eligible Member makes an admission in writing of any conduct of the type specified in Section 6.18; or
 - ii. in the event and to the extent that it is subsequently established, directly or indirectly, by judgment, finding or final adjudication, that the Eligible Member has committed conduct of the type specified in Section 7.19.

In all other respects the Policy remains unaltered.

10. SEXUAL AND OTHER MISCONDUCT

It is declared and agreed that Policy 1 - Section 7.19 has been added to the Policy:

7.19 Sexual and other misconduct

Directly or indirectly related to, based upon, attributable to or in consequence of any actual or alleged molestation of, interference with, bullying of, mental abuse of or physical abuse of any person.

In all other respects the Policy remains unaltered.

11. SECTION 6.2 ENDORSEMENT

It is declared and agreed that Section 6.2 of the Policy is deleted and replaced with the following:

6.2 Five Reinstatements of the Policy Limit

The Policy Limit is the maximum amount We will provide Cover for in respect of any one Claim. Subject to the following limitations, We will provide Cover to a maximum of six times the Policy Limit for all Claims Covered by this Policy.

a) Limits on reinstatement However:

- i. We do not provide Cover for an amount in the aggregate more than the Policy Limit or the Specific Cover Limits as applicable in respect of any one Claim;
- ii. the aggregate Cover under this Policy shall not exceed the Policy Limit or Specific Cover Limit as applicable for any one Claim, or Claims (including Covered Claims) arising from the one act, error or omission;
- iii. if there is extra insurance, held with another insurer in excess of the applicable limit of this Policy, then Cover in excess of one Policy Limit or Specific Cover Limit as applicable (up to a maximum of six times the Policy Limit or Specific Cover Limit as applicable) is only available for so much of the liability (otherwise Covered by this Policy) which is not covered by the extra insurance.

b) Limit of cover for claim investigation costs

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Where Cover is provided under this Policy for any Claim, then Claim Investigation Costs are paid in respect of that Claim up to an amount equal to the Policy Limit in accordance with Section 3.3 of this Policy.

The aggregate amount We pay in total for Claim Investigation Costs for or in respect of all Claims Covered by this Policy does not exceed an amount equal to six times the Policy Limit.

In all other respects the Policy remains unaltered.

12. HIV & MIDWIFERY EXCLUSION

Notwithstanding anything else to the contrary it is declared and agreed that We do not Cover any of the following Claims or Covered Claims arising directly or indirectly from:

- 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 therefore 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 purpose 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.

In all other respects the Policy remains unaltered.

13. MEDICAL PRACTITIONERS EXCLUSION

Notwithstanding anything else to the contrary it is declared and agreed that We do not Cover any of the following Claims or Covered Claims arising directly or indirectly from: Medical Practitioners regardless of whether such Medical Practitioners are employed by the Insured, acting as a contractor of the Insured entity or in any other capacity.

For the purposes of the Policy, 'Medical Practitioners' refers to doctors (including locum doctors) who are medically qualified, including, but not limited to, anaesthesiologists, radiologists, pathologists, surgeons, cardiologists, and general practitioners.

14. FINANCIAL MEMBER DEFINITION

For the purpose of this Policy,

Financial Member means a natural person who:

- a) having previously paid their membership 12 months in advance has made a renewal payment within 3 months of that anniversary date; or
- b) pays his/her membership subscription by 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 is received by The Association.
- e) is an honorary life member of The Association.

A Financial Member does not include:

- a) any corporation; or
- b) any members who are medically qualified, including but not limited to, anaesthesiologists, radiologists, pathologists, surgeons, cardiologists, and general practitioners.

In all other respects the policy remains unaltered.

POLICY TWO: BROADFORM LIABILITY

Item 1 The Policyholder: Eligible Members Of The Associations Affiliated By Deed With The Nurses Professional Association Of Australia (NPAA) (The Association)

Which Includes:

- Nurses Professional Association Of Queensland (NPAQ)

Item 2 Address: 1st Floor Plaza Home Centre
27 Evans Street
MAROOCHYDORE QLD 4558

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- Item 3 Insured's Business: As per the Professional Services stated in Policy One
- Item 4 Description of Policy: Professional Indemnity + Broadform Liability (CGU PIB 03-17)
- Item 5 Period of Insurance: From 01/12/2017 to 4:00 pm on 28/11/2018
- Item 6 Particulars of Risk:

6.1 Sum Insured	
(a) Public Liability	\$10,000,000
(b) Advertising Liability	\$10,000,000
(c) Property in the Insured's Physical or Legal Control	\$ 100,000
6.2 Excess (each & every Property Damage claim only)	
(a) Public Liability	\$ 1,000
(b) Advertising Liability	\$ 1,000
(c) Property in the Insured's Physical or Legal Control	\$ 1,000

Item 7 Special Items:

This Policy is subject to the following endorsements, details of which are set out at the end of this Schedule.

- | | |
|---------------------------------------|------------------------------------|
| 1. CHANGE OF INSURER ENDORSEMENT | 2. ELIGIBLE MEMBER DEFINITION |
| 3. POLICY 2 - SEXUAL MISCONDUCT | 4. BROADFORM LIABILITY ENDORSEMENT |
| 5. TOTAL PROFESSIONAL INDEMNITY | 6. MEDICAL MALPRACTICE EXCLUSION |
| 7. MEDICAL DEVICE/BLOOD BORNE DISEASE | 8. FINANCIAL MEMBER DEFINITION |

DETAILS OF SPECIAL ITEMS ATTACHING TO AND FORMING PART OF THE POLICY

1. CHANGE OF INSURER ENDORSEMENT

This endorsement is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this endorsement should be read with the last Policy You received for the Policy specified in your Policy Schedule and any other applicable endorsement.

Changes to your Policy:

Your Policy is amended by the following:

Change 1: Change to details of CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291

All references to "CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291" are deleted and replaced by "Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance".

Change 2: Change to details of CGU Insurance Limited

All references to "CGU Insurance Limited" are deleted and replaced by "Insurance Australia Limited trading as CGU Insurance".

Insurer
Insurance Australia Limited
ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance

2. ELIGIBLE MEMBER DEFINITION

For the purpose of this Policy, 'Eligible Member' means any natural person who, during the Period of Insurance, is a

- i. a Financial Member of The Association;
- ii. a Financial Affiliate Member of The Association eligible to be covered under the Professional Business definition of this policy;
- iii. employed under a contract of service in Australia.

3. POLICY 2 - SEXUAL MISCONDUCT

It is declared and agreed that Policy 2 - Section 6.20 has been added to the Policy:

6.20 Sexual and other misconduct Liability

Providing Security

directly or indirectly related to, based upon, attributable to or in consequence of any actual or alleged molestation of, interference with, bullying of, mental abuse of or physical abuse of any person.

In all other respects the Policy remains unaltered.

4. BROADFORM LIABILITY ENDORSEMENT

It is declared and agreed that Section 3.1 of the Policy is deleted and replaced by the following:

3.1 The cover we provide

Having paid the gross premium stated in the Schedule and subject to the terms conditions and exclusions contained in or endorsed on this Policy, We will pay to or on behalf of the Insured all sums provided by the Policy which the Insured shall become legally liable to pay as compensation for Personal Injury, Property Damage or Advertising Liability occurring within the Geographical Limits as stated within Section 5.1 of the Policy during the Period of Insurance caused by an Occurrence happening in connection with the Business of the Insured.

In the event that an Eligible Member who at the time of the Occurrence that results in a Claim had entered into a contract of service with an employer who is not an Insured, then this Section 3.1 only operates if and to the extent that such Eligible Member is unable to obtain indemnity for such Claim from his or her employer at the time of the Occurrence.

In all other respects the Policy remains unaltered.

5. TOTAL PROFESSIONAL INDEMNITY

It is hereby declared and agreed that Policy 2 - Exclusion

6.10 is deleted and replaced with the following:

We shall not be liable to indemnify the Insured in respect of the rendering or failure to render professional advice or service provided by an Insured or any error or omission connected therewith.

6. MEDICAL MALPRACTICE EXCLUSION

This policy does not cover any liability arising directly or indirectly from or caused by, contributed to by or arising out of any medical malpractice by the Insured or by any person for whose actions the Insured is responsible.

7. MEDICAL DEVICE/BLOOD BORNE DISEASE

We shall not be liable to indemnify the Insured in respect of any legal liability arising out of or in any way connected with, directly or indirectly caused by or arising from the use of:

- i) Human organs;
- ii) Human blood & or cells;
- iii) Implantable medical devices.

8. FINANCIAL MEMBER DEFINITION

For the purpose of this Policy,

Financial Member means a natural person who:

- a) having previously paid their membership 12 months in advance has made a renewal payment within 3 months of that anniversary date; or
- b) pays his/her membership subscription by 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 is received by The Association.
- e) is an honorary life member of The Association.

A Financial Member does not include:

- a) any corporation; or
- b) any members who are medically qualified, including but not limited to, anaesthesiologists, radiologists, pathologists, surgeons, cardiologists, and general practitioners.

In all other respects the policy remains unaltered.



Client Code: HAYCR-G
Policy Number: 04MIS1493193
Invoice Number: I51391

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Cancellations and reductions in cover:

We reserve the right to retain all fees and commission on any policy cancellation or reduction in cover outside the Cooling Off period. If you cancel within the 14 day cooling off period, we reserve the right to retain our broker fees only.

This invoice is a summary only. Please refer to your policy wording for full details.
