

Ansvar Aged Care Professional Indemnity Insurance

POLICY WORDING

About this insurance policy wording

This insurance policy wording is an important document. **You** should read it carefully before making a decision to purchase this insurance.

In conjunction with the **certificate of insurance** and any endorsements **we** issue upon acceptance of **your proposal**, the policy wording provides a full description of the terms, conditions and limitations of the insurance cover.

The financial product offered in the insurance policy wording is provided by Ansvr Insurance Limited.

The Table of Contents provides a summary of the content of the insurance policy wording. The purpose of this insurance policy wording is to assist **you** to understand the terms, conditions and limitations of **your** insurance policy and enable **you** to make an informed choice about **your** insurance requirements.

You will need to read the entire insurance policy wording, **certificate of insurance** and any endorsements **we** issue for a full understanding of these terms, conditions and limitations.

This insurance policy wording was prepared in February 2026.

CONTACT US

Ansvr Insurance Limited (Ansvr Insurance), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvr Insurance is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvr Insurance Australian Financial Services Licence (AFSL) number is 237826.

Call us on 1300 650 540, email us at insure@ansvar.com.au or visit us at www.ansvar.com.au

Contents

About this insurance policy wording

Contact us

Important Information

Changes to the insurance policy wording

Complaints and disputes

Critical documents

Duties on Insurance Policies (including GST)

General Insurance Code of Practice

Premium

Retroactive liability

Subrogation

Taxes, Fees and GST

Your Duty of Disclosure

Your Privacy and the Privacy Act

Wholesale Policy Acknowledgement

2

2

4

4

4

4

5

5

5

5

5

5

6

6

6

The Policy:

Professional Indemnity Insurance

Definitions applicable to the policy

Operative Clause

Claims made and notified

Interpretation

Insuring Clauses applicable to the policy

Limit of liability applicable to the policy

Excess applicable to the policy

Insurance clarifications applicable to the policy

Automatic Extensions applicable to the policy

Exclusions applicable to the policy

Conditions applicable to the policy

Claims conditions applicable to the policy

7

7

10

10

10

10

11

11

11

12

17

22

24

Important information

CHANGES TO THE INSURANCE POLICY WORDING

Information in this insurance policy wording is subject to change from time to time.

Changes in **your** insurance policy wording will be communicated to **you** in several ways and these are:

- if a change will affect **you** adversely, Ansvar Insurance will issue **you** with a new insurance policy wording or a supplementary insurance policy wording prior to the renewal of the insurance each year;
- for minor changes which are not materially adverse to **you**, **we** will communicate the changes to **you** in writing at the earliest opportunity;

Information can be obtained by telephoning **our** toll free number (1300 650 540) or visiting **our** website at www.ansvar.com.au to find out what changes might have occurred;

If changes have occurred, **we** will be pleased to provide **you** with a paper copy of them on request.

This insurance policy wording was prepared in February 2026.

COMPLAINTS AND DISPUTES

If **you** are not happy with **our** products, services, handling of **your** personal information or would like to raise any concerns, please contact **us** on: Phone: 1300 650 540 or via email: complaints@ansvar.com.au

Ansvar is committed to resolving any complaints in a fair, timely and effective manner.

Once **we** receive **your** complaint, **we** will acknowledge receipt within 24 hours and a member of **our** team will begin working on a resolution. **We** aim to resolve **your** complaint as quickly as possible, providing a final response within 30 calendar days after receiving all necessary information.

Internal Dispute Resolution (IDR)

If **you** are not satisfied with the resolution or believe further review is necessary, **you** can request an internal review. **Your** complaint will go to **our** Disputes Resolution Committee.

To do so, please call **us** on 1300 650 540, send an email to complaints@ansvar.com.au or send **your** written correspondence to Ansvar Disputes Resolution GPO Box 1655, Melbourne, Victoria 3001. **Our** service team will contact **you** if they require further information and will provide **you** with an outcome within 30 calendar days from when **our** Disputes Resolution Committee first received **your** complaint.

External Dispute Resolution (EDR)

If **you** feel **your** complaint is not resolved **you** can contact the Australian Financial Complaints Authority (AFCA). AFCA provides fair, free and independent dispute resolution services for financial complaints. **You** can contact AFCA directly using the details below:

Website: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Post: AFCA Service Complaints
Australian Financial Complaints Authority
GPO Box 3, Melbourne, Victoria 3001

CRITICAL DOCUMENTS

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- **your** current **certificate of insurance**;
- any **endorsements**.

Remember to regularly review **your** insurance **policy**, particularly at renewal to ensure **your** insurance policy provides the cover that **you** currently need.

Important Information (continued)

DUTIES ON INSURANCE POLICIES (INC GST)

Premiums and fees are subject to Commonwealth and State taxes and levies.

Ansvar is responsible for remitting any such duties to the relevant State Revenue Office. Where a duty is payable on the premium, **you** are required to pay Ansvar both the duty and the premium for the policy.

GENERAL INSURANCE CODE OF PRACTICE

As a signatory to the General Insurance Code of Practice (the Code) **we** are committed to raising standards of service for **our** customers. This voluntary code sets out the minimum standards for the insurance industry, and **we** are committed to upholding these standards in the services **we** provide.

For more information on the Code please visit the Insurance Council of Australia website: <https://insurancecouncil.com.au/cop/>

PREMIUM

The premium payable under this **policy** is the amount specified in the **certificate of insurance**. The premium may be varied where the **policy** is amended, endorsed or extended, or where there is a change in the **insured** risk during the **period of insurance**.

All premiums are subject to applicable taxes, duties and statutory charges, as set out in the **certificate of insurance**. Unless otherwise agreed in writing, the premium is payable in full at inception or renewal. Where payment by instalments is agreed, additional fees may apply. A cancellation fee and premium adjustment may apply if this **policy** is cancelled prior to expiry, to the extent permitted by law.

RETROACTIVE LIABILITY

The **policy** does not provide cover in relation to any **loss** or **claim** directly or indirectly arising out of, attributable to or in connection with any actual or alleged breach, act, error or omission which occurs prior to the **retroactive date** as shown in the **certificate of insurance** and applicable to the insuring clause under which cover would otherwise be available.

SUBROGATION

The **policy** contains provisions which provide that following any payment under the **policy** **we** will be subrogated to **your** rights to recovery from others in respect of such payment. The provisions also provide that **you** must do everything reasonably necessary to secure and preserve such rights of subrogation and **you** must do all things reasonably practicable to avoid or diminish loss covered by the **policy**. If **you** fail to do so **we** may be entitled to refuse or reduce a payment under this **policy**, but only to the extent that **we** have been prejudiced.

TAXES, FEES AND GST

Premiums and fees are subject to Commonwealth and State taxes and levies, including Goods and Services Tax (GST) and Stamp Duty.

These amounts are shown in your **certificate of insurance**. The premium is payable when you purchase the product.

This insurance policy has provision for payment of Goods and Services Tax:

- by **you** in relation to premiums
- by **us** in relation to claims

If **you** or **your organisation** are exempt from paying such charges or duties, **you** must provide formal evidence of **your** valid exemption to Ansvar at the time of application or renewal.

YOUR DUTY OF DISCLOSURE

Before entering into an insurance contract, **you** have a duty of disclosure under the Insurance Contracts Act 1984 (Cth). If **we** ask **you** questions that are relevant to **our** decision to provide insurance and on what terms, **you** must tell **us** everything **you** know, as well as what a reasonable person in **your** position would be expected to disclose.

When **we** offer to renew **your** insurance contract, **we** may provide **you** with a copy of **your** previous disclosures. **You** must review this information and tell **us** if anything has changed or confirm that there are no changes. If **you** do not notify **us** of a change, **we** will assume that the information remains accurate.

Your duty of disclosure continues until **we** agree to insure **you** or renew, extend, vary or reinstate **your** contract.

If you do not disclose

If **you** fail to disclose information **you** are required to provide, **we** may cancel **your** policy, reduce the amount **we** pay on a claim, or both.

If **your** non-disclosure is fraudulent or dishonest, **we** may refuse **your** claim and declare the contract as null and void.

YOUR PRIVACY AND THE PRIVACY ACT

We place the highest priority on both the service **we** provide and the protection of **your** privacy. **Our** Privacy Policy complies with the Australian Privacy Principles outlined in the Privacy Act 1988 (Cth).

We only collect personal information necessary for the functions and activities **we** undertake. This information helps **us** provide insurance products and services, manage **our** relationship with **you**, and assess and process claims.

If **you** do not wish to provide **us** with **your** personal information, **we** may not be able to supply **our** products or services to **you**.

Personal information is generally collected when **you** apply for, enquire about or renew an insurance product, or when making a **claim**.

We may also collect **your** personal information from people who are involved in a **claim**, or assist **us** in investigating or processing a **claim**.

You can access **your** personal information by contacting any of **our** offices. If **you** have any specific questions about how **your** information is handled, please contact **our** Privacy Officer.

In conducting **our** business, **we** may need to disclose **your** personal information within Ansvar to **our** business partners, contractors and service providers, or other third-party suppliers (such as agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) some of which may be overseas.

Your personal information may be provided to them so that they can perform specialised activities for **us**. They are bound by confidentiality obligations and non-disclosure agreements, and they are prohibited from using the information for any other purpose. These service providers must comply with their obligations under the Privacy Act 1988 (Cth) and the General Insurance Code of Practice.

Our Privacy Policy explains in detail how **we** collect, use, disclose and protect **your** personal information as well as how **you** can access and correct it. For more information, please visit **our** website: <https://www.ansvar.com.au>

WHOLESALE POLICY ACKNOWLEDGEMENT

This **policy** is issued on a wholesale basis and no Product Disclosure Statement is required or has been provided in relation to it.

The Policy: Professional Indemnity Insurance

Definitions applicable to the policy

Certain words and phrases that appear in the **policy** in **bold** have special meanings as set out below.

Where used in the **policy**:

Aged Care Act 2024 (Cth) means the primary legislation governing aged care services in Australia, including the Aged Care Rules 2025 and any amendments, re-enactments, replacements, or successor legislation from time to time in force.

aggregate limit of liability means the maximum amount payable by **us** in the aggregate in respect of all losses and **claims** the subject of cover, and any other payments required, under the **policy** and is specified in the **certificate of insurance**.

associated provider means any individual or entity who is not an **employee** or subsidiary of the **registered provider**, and who delivers funded aged care services on behalf of and in connection with the business operations of the **registered provider**, including but not limited to:

- a) contractors, subcontractors, or consultants;
- b) medical practitioners and allied healthcare professionals;
- c) agency staff; and
- d) community, cultural, religious, or support organisations;

where such services are provided either:

- under a service agreement, subcontract, memorandum of understanding, or equivalent arrangement with **you**; or
- subject to **your** clinical governance framework, policies, and supervision, such that **you** may be held legally liable for their acts, errors, or omissions.

business or practice means **the business** or **practice** conducted by the **insured** and described in the **certificate of insurance**.

care recipient means any individual who is assessed and accepted as being eligible to receive aged care services under the **Aged Care Act 2024 (Cth)**.

certificate of insurance means the document so named attaching to the **policy** and any further **certificate of insurance** issued subsequently by **us**, extending or varying the **policy** showing:

- a) the selected **insuring clause/s** selected by **you** for insurance under the policy;
- b) the **excess** applicable to each selected **insuring clause** and automatic extension to the selected **insuring clause**;
- c) any special terms applicable to **your policy**;
- d) the **limit of liability** and the **aggregate limit of liability** applicable to each **insuring clause**; and
- e) the premiums payable for this insurance.

civil liability means any actual or alleged breach of a duty owed in a professional capacity under any form of civil law by **you** or any of **your employees** arising out of any act, error or omission occurring or committed in the conduct of **the business** or **practice**. It also extends to breach of contract and breach of fiduciary duty in **your** or any of **your employees'** professional capacity in the conduct of **the business** or **practice**.

claim means a demand or assertion of a right to compensation made by a third party which is contained in any oral or written demand and/or legal proceeding or process seeking compensation against and served on **you**.

control or controlled has the same meaning as the definition of control in the Corporations Act 2001 (Cth).

costs and expenses means all reasonable legal costs and other expenses incurred by or on behalf of the **insured** with **our** prior written consent (such consent which shall not be unreasonably withheld) and extends to solicitors' fees, counsels' fees, experts' fees and disbursements in the investigation, defence, appeal and settlement of a **claim**.

documents means deeds, wills, agreements, maps, plans, records, 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) not being **your** property but in **your** physical custody or control and for which **you** are legally responsible.

The Policy: Professional Indemnity Insurance (continued)

electronic data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

employee means a natural person employed under a contract of service or apprenticeship by **you** and includes any trainee, **volunteer**, casual, part-time, seasonal, temporary and work experience personnel. This definition does not include:

- a) any current or former principal, partner or director of the **insured** but only in respect of work performed while a principal, partner or director of the **insured**;
- b) **associated provider**, consultants, subcontractors or agents.

endorsement means any document so designated and issued by **us**, that amends the **policy** wording or any details specified in the **certificate of insurance**. An **endorsement** does not affect the **limit of liability**, **aggregate limit of liability** or any other term of the **policy**, except to the extent expressly provided in the **endorsement**.

excess means the amount shown in the **certificate of insurance** payable by the **insured**.

good samaritan act means treatment administered at the scene of a medical emergency, accident or disaster, by **your employee**, who is present either by chance or in response to an S.O.S. call following a disaster.

insured, you, your means:

- a) **insured person**;
- b) the incorporated entity or **organisation**, company or corporation specified as the **insured** in the **certificate of insurance**, including any predecessor in **the business** or **practice**;
- c) any **subsidiary** at inception of this **policy** or as otherwise agreed by us to be covered under Automatic extension 19 – New created/ acquired subsidiary.

insured person means:

- a) any predecessor in **the business** or **practice** of the **insured**;
- b) any person who is, at inception of the **period of insurance**, a principal, partner, or director of the **insured**, but only in respect of work performed while acting in that capacity;
- c) any person who becomes, during the **period of insurance**, an **employee** of the **insured**, but only in respect of work performed while an **employee** of the **insured**;
- d) any **responsible person** as defined under the **Aged Care Act 2024 (Cth)**, but only while acting within the scope of their responsibilities on behalf of the **insured**.

insurer, we, us, our means Ansvr Insurance Limited ABN 21 007 216 506, AFS Licence No. 237826.

investigation means a formal civil, criminal, administrative or regulatory investigation, examination, hearing or enquiry commenced by an **official body**.

joint venture means any incorporated enterprise undertaken jointly by **you** and a third party or parties or parties in connection with **the business** or **practice**.

limit of liability means the maximum amount payable by **us** in respect of each and every **claim** or **investigation**, the subject of cover under the **policy** and is specified in the **certificate of insurance**.

loss means compensation payable in respect of **your civil liability** to a claimant, including the claimant's reasonable legal costs and other expenses and extends to solicitors' fees, counsels' fees, experts' fees and disbursements. **Loss** does not mean and the **policy** does not cover fines, penalties, liquidated damages, punitive, exemplary, and aggravated or multiplication of compensatory damages, taxes, levies, imposts or duties imposed by a court of law or under any statute or government regulation.

national law means the Health Practitioner Regulation National law established under the Health Practitioner Regulation law Act 2009 (Cth) or equivalent legislation enacted in any state or territory of Australia.

official body means any regulator, commission, government department, administrative authority, official trade body, or organization that is legally empowered to investigate, examine, or inquire into:

- a) the affairs of the **insured**; or
- b) the conduct of an **insured person** in such capacity.

For the avoidance of doubt, **official body** includes:

- i. the Aged Care Quality and Safety Commission (ACQSC);
- ii. the Department of Health, Disability and Ageing;
- iii. the Australian Securities and Investments Commission (ASIC);
- iv. the Commonwealth Ombudsman;
- v. the Office of the Complaints Commissioner for aged care and
- vi. any Royal Commission, Parliamentary Inquiry, or equivalent statutory inquiry.

The Policy: Professional Indemnity Insurance (continued)

organisation means any company or other incorporated entity under the laws of Australia but excluding any entity whose **securities** are traded on a primary, secondary or other market in the United States of America or its territories and/or protectorates.

period of insurance means the **period of insurance** shown in the **certificate of insurance**.

policy means the policy wording, **certificate of insurance** and any **endorsement** attaching at inception or during the **period of insurance**.

pollutant means any solid, liquid, gaseous, biological or thermal irritant or contaminant including but not limited to: smoke, vapour, fumes, noise, odour or any other emission, electric or magnetic or electromagnetic fields, soot, acids, alkalis, chemicals, waste or material to be recycled, reconditioned or reclaimed, waste water, oil or oil products, infectious or medical waste.

proposal means the written or electronic insurance application form or renewal declaration document together with any supplementary material completed by or on behalf of the **insured** that was given to **us**, and relied on by **us** to effect this **policy**.

premium means the amount specified as such in the **certificate of insurance**.

registered provider means an individual or **organisation** that is registered under the **Aged Care Act 2024 (Cth)** to provide aged care services in Australia.

For clarity, all references in this **policy** to an "approved provider" shall be deemed to include a **registered provider**.

For the purposes of this **policy**, **registered provider** includes:

- a) any person or entity deemed to be registered under the transitional provisions of the **Aged Care Act 2024 (Cth)**; and
- b) any person or entity holding registration in one or more service categories established under the **Aged Care Act 2024 (Cth)**, including residential aged care, home care, flexible care, respite care, or specialist aged care services.

relative means an **insured's**:

- a) **spouse**;
- b) parent; or
- c) children or siblings.

responsible person means a responsible person as defined in section 12 of the **Aged Care Act 2024 (Cth)**.

retroactive date means the retroactive date shown in the **certificate of insurance**. **We** do not provide cover under the **policy** for any act, error or omission occurring or committed prior to the **retroactive date**.

securities means any share, debenture, stock, note, warrant, option, or any security for debt or equity issued or given by **you**.

senior counsel means a barrister holding a current practising certificate entitled to practise as a King's Counsel or Senior Counsel in Australia.

sexual abuse means any attempted or committed physical or verbal act, communication, contact or other conduct of a sexual nature including but not limited to assault, insert, grooming, harassment, discrimination, lewdness or any type of molestation whether such act is the subject of criminal investigation or not.

spouse means a lawful spouse, domestic partner or any person deriving similar status by reason of the common law or statute.

subsidiary means any company or other incorporated entity under the laws of Australia or other **organisation** which is either directly or indirectly **controlled** by any incorporated entity, entities or **organisations** named as the **insured** in the **certificate of insurance** and whose accounts are consolidated with such entity in accordance with Australian Accounting Standards.

terrorism act means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any **organisation** or government de jure or de facto, and which:

- a) involves force or violence against one or more persons, or threat thereof; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or disrupt an electronic system.

volunteer means any person engaged by **you** to work or to provide services to **you** or on **your** behalf for **your** benefit in the carrying out of **your business** or **practice** who receives no remuneration or monetary consideration for the services rendered.

The Policy: Professional Indemnity Insurance (continued)

OPERATIVE CLAUSE

In consideration of **your** payment of the premium and subject to the terms and conditions of the **policy**, **we** will provide cover under each insuring clause and automatic extension and, if applicable, any **endorsement** to the **policy** subject to the **aggregate limit of liability** and the **limit of liability** listed in the **certificate of insurance**.

The **policy** shall commence at 4:00 pm local standard time on the inception date stated in the **certificate of insurance** and shall expire at 4:00 pm local standard time on the expiry date stated therein.

We do not provide cover under the **policy** for any liability or **loss** arising from the conduct of the professional services of **your business** or **practice** when the conduct occurred prior to the **retroactive date** shown in the **certificate of insurance**.

If the terms of the **policy** are not observed, cover may be reduced or cancelled. No variation of the **policy** will be effective, except where made by written **endorsement**.

CLAIMS MADE AND NOTIFIED

The **policy** operates on a 'claims made and notified' basis which means that subject to the terms and conditions of the **policy** **you** are covered for:

1. **claims** first made against **you** and notified to **us** during the **period of insurance** provided that **you** were not aware at any time prior to the start of the **period of insurance** of any fact, situation, event or circumstance which could lead to a **claim** being made against **you**; and
2. **claims** first made against **you** after the **period of insurance**, provided that the facts that gave rise to the **claim** are facts **you** first became aware of during the **period of insurance** and **you** notified **us** in writing of those facts during the **period of insurance**.

INTERPRETATION

Where headings are used in the **policy**, they are purely descriptive in nature and are not intended to be used for interpretative purposes.

Words importing the singular number shall include the plural and vice versa.

Insuring clauses applicable to the policy

1. Civil Liability

We agree to indemnify **you** for **loss** in connection with **your civil liability** to pay compensation (including claimant's **costs and expenses**), arising from any **claim** both first made against **you** and notified to **us** during the **period of insurance** in the conduct of the professional services of **your business** or **practice**.

2. Supplementary Payments: Costs and Expenses

We agree to pay **costs and expenses** incurred by or on behalf of **you** with **our** prior written consent (such consent will not be unreasonably withheld) in connection with the **investigation**, defence and/or settlement of any **claim** indemnified by **Insuring Clause 1 – Civil liability** of, and otherwise covered by, the **policy**.

Limit of liability applicable to the policy

1. The total amount payable by **us** under the **policy** shall not exceed the **limit of liability** for each and every **claim** and the **aggregate limit of liability** for all **claims** in the aggregate as set out in the **certificate of insurance**.
2. Unless otherwise specified in the **certificate of insurance** or by **endorsement** to this **policy**, the **limit of liability** specified in the **certificate of insurance** is exclusive of **costs and expenses** and **we** agree to pay **costs and expenses** in addition to the **limit of liability**. Provided always that if a payment is made to dispose of a **claim** which is in **excess** of the **limit of liability** available under this **policy**, our liability for such **costs and expenses** shall be such proportion thereof as the **limit of liability** available under this **policy** bears to the amount paid to dispose of the **claim**.
3. For the avoidance of doubt, where the amount required to satisfy a **loss** exceeds the **limit of liability** shown in the **certificate of insurance** only the unexpired portion of the **aggregate limit of liability** shall remain available for cover subject to the terms and conditions of the **policy**.

EXCESS APPLICABLE TO THE POLICY

We shall only pay for the amount of any **loss** which is greater than the **excess**. The **excess** is the amount shown in the **certificate of insurance** and represents the first amount which is payable by **you** in respect of any **loss** arising out of any one **claim** made against **you**. The **excess** is inclusive of **costs and expenses**.

For the purposes of determining if more than one **excess** applies, all **claims** that arise from or are attributable to the same **loss** or series of losses consequent upon or attributable to one source or original cause shall be regarded as one **claim**.

INSURANCE CLARIFICATIONS APPLICABLE TO THE POLICY

For the sake of clarity, the scope of cover under **Insuring Clauses 1 – Civil liability** and **2 – Supplementary Payments: Costs and expenses** of this **policy, civil liability** includes:

1. Competition and Consumer Act 2010 (Cth)

Claims for **civil liability** for compensation resulting from any breach in the conduct of the professional services of **your business** or **practice** of the provisions of the Competition and Consumer Act 2010 (Cth), the Fair Trading Act 1987 (NSW) or similar legislation in other states, but not being **claims** arising:

- a) under the penal or criminal provisions of any of those statutes; or
- b) from your conduct or the conduct of any of your employees which is fraudulent or intended to mislead or deceive.

2. Contractual liability

Contractual liability in the conduct of the professional services of **your business** or **practice**, provided always that **we** will not be liable to provide indemnity for any liability assumed by the **insured** under any contract or agreement unless such liability would have attached to the **insured** in the absence of such contract or agreement.

3. Duties owed

Breach of fiduciary duty owed by the **insured** to a third party in the conduct of the professional services of **your business** or **practice**.

4. Intellectual property

Any actual or alleged unintentional infringement of trademark, registered design, copyright or patent right or plagiarism or unintended breach of privacy or duty of confidentiality in the conduct of the professional services of **your business** or **practice**.

5. Libel, slander, defamation

Any unintentional libel, unintentional slander or unintentional defamation committed by **you** or by any of **your employees** in the conduct of the professional services of **your business** or **practice**.

Automatic extensions applicable to the policy

The automatic extensions below are subject to all of the terms and conditions of the **policy** including the **limit of liability**, the **aggregate limit of liability** and coverage under **Insuring Clauses 1 – Civil liability** and **2 – Supplementary Payments: Costs and expenses** of the **policy**.

1. Claims preparation costs

We agree to pay on **your** behalf reasonable and necessary out of pocket costs incurred by **you** at **our** request in the preparation of the submission of a **claim** for cover under the **policy** if the submitted **claim** is covered under the **policy**.

Provided always that:

- a) The total amount **we** will pay under the **policy** under this automatic extension is sub-limited to \$25,000 in the aggregate. This sub-limit forms part of and is not in addition to the **limit of liability** and the **aggregate limit of liability**.
- b) Notwithstanding the **excess** shown in the **certificate of insurance**, payment under this clause will be subject to an **excess** of \$1,000 each and every **claim**.
- c) Payments provided under this clause, shall not include any payments made under Insuring Clause 2 of the **policy**.

2. Communicable Disease – Facility Outbreak Defence Costs

Notwithstanding Exclusion 3 – Communicable Disease, this **policy** is extended to provide cover for defence costs reasonably and necessarily incurred in responding to, or preparing for, any regulatory inquiry, **investigation**, or proceeding in relation to a communicable disease outbreak occurring at the insured's facility.

This extension shall not apply to any outbreak, fear, or threat of:

- a) any pandemic or epidemic declared by the World Health Organisation or Australian Government;
- b) any "listed human disease" as defined in subsection 42(1) of the Biosecurity Act 2015 (Cth), or any amendment, replacement, or successor legislation; or
- c) highly pathogenic avian influenza in humans, or any mutation thereof.

Our total liability under this automatic extension is limited to \$250,000 in the aggregate for the entire **period of insurance**. This sub-limit is part of, and not in addition to the **limit of liability**, and the **aggregate limit of liability**.

3. Continuous cover

Notwithstanding Exclusion 22 – Prior claims of the **policy**, **we** agree to indemnify **you** for any **claim** that arises out of facts or circumstances which first became known to **you** prior to the **period of insurance**:

Provided always that:

- a) **we** were **your** professional indemnity insurer when **you** first knew of the relevant facts or circumstances; and
- b) **we** have continued without interruption to be **your** professional indemnity insurer up until this current **period of insurance** and the date of notification of the **claim** to **us**; and
- c) had **we** been notified by **you** of the known facts or circumstances when **you** first knew of them, **you** would have been covered under the **policy** issued by **us** in force at that time; and
- d) the **claim** or known facts or circumstance has not previously been notified to **us** or any other insurer; and
- e) the non-disclosure or misrepresentation to **us** of such facts or circumstances was not fraudulent.

We are only liable to indemnify **you** under this automatic extension to the extent **we** would have been required to indemnify **you** under the terms and conditions of the **policy** issued by **us** (including its **limit of liability**) existing at the time **you** first knew of those facts or circumstances.

4. Contracted Services and associated provider Liability

We agree to indemnify **you** in respect of any **claim** made against **you** arising from any act, error, omission, involving professional services provided to **you** by a third party in connection with aged care services provided by **you** in **the business**, and, for whose conduct **you** are legally liable.

This extension includes liability arising from the acts, errors, or omissions of any **associated person**, consultant, subcontractor, or agent engaged by **you** under a written agreement, provided always that:

- a) the conduct occurred in the course of providing professional services to **you** for the purpose of delivering aged care services in connection with aged care services provided by **you** in **the business**, and such conduct is within **your** subject to **your** clinical governance framework, **policies**, and supervision; and
- b) **you** exercised reasonable care in the selection, engagement, and supervision of the person providing the professional services.

The Policy: Professional Indemnity Insurance (continued)

No indemnity is provided under this extension for any **claim** arising from the acts, errors, or omissions of:

- i) any general practitioner, medical specialist, dentist, midwife, or other registered health care professional; or
- ii) any party acting independently of **you** subject to **your** clinical governance framework, **policies**, and supervision.

For the avoidance of doubt, this extension provides indemnity to **you** only. It does not extend coverage directly to any consultant, subcontractor, agent, agency nurse, or **associated provider** in their own right.

5. Court attendance costs

We agree to provide up to \$500 per day for court attendance costs incurred by **you** or any of **your employees**, if **you** or any of **your employees** is legally compelled to attend a civil proceeding as a witness in a **claim** which is covered under the **policy**.

Our total liability under this automatic extension is limited to \$100,000 in the aggregate for the entire **period of insurance**. This sub-limit is part of, and not in addition to the **limit of liability**, and the **aggregate limit of liability**.

6. Crisis Management and Reputational Response

We agree to indemnify the **insured** for reasonable and necessary **costs and expenses** incurred, with **our** prior written consent, in responding to a **crisis event**.

Where immediate action is reasonably required to mitigate a **crisis event**, costs incurred prior to obtaining **our** consent shall be deemed to have been incurred with **our** consent, provided that notice is given to **us** as soon as practicable.

Cover under this extension is limited to the following:

- a) Public relations and communications costs
- b) Fees for professional public relations, crisis communications, or media consultants engaged to:
 - i. manage adverse media coverage, public scrutiny, or stakeholder concern;
 - ii. prepare, issue, and disseminate public statements or official responses;
 - iii. monitor or respond to social media sentiment, media inquiries, and community communications; or
 - iv. mitigate actual or anticipated reputational damage resulting from the **crisis event**.
- c) Remediation and support costs
- d) Third-party costs reasonably incurred for:
 - i. providing counselling or emotional support services to a **care recipient** or their family;
 - ii. establishing helplines, support mechanisms, temporary relocation or protective assistance; or
 - iii. undertaking reasonable, temporary, or immediate non-capital remediation activities necessary to address or contain the immediate effects of the **crisis event**.

For the purposes of this extension, **crisis event** means any specific event, occurrence, or allegation connected with **professional services** delivered in the course of providing aged care services that has received, or is reasonably likely to receive, adverse public attention, regulatory scrutiny, media coverage, or stakeholder concern, including but not limited to:

- i) a serious injury or unexpected death of an **aged care resident**; or
- ii) a systemic service failure resulting in widespread harm or community concern.

Our total liability under this automatic extension is limited to \$100,000 in the aggregate for the entire **period of insurance**. This sub-limit is part of, and not in addition to the **limit of liability**, and the **aggregate limit of liability**.

7. Defence costs

We agree that, in relation to any **claim** for which indemnity may be provided under this **policy**, **we** will pay defence costs:

- a) Where **we** have confirmed indemnity based on **our** assessment of the **claim** or the findings from an independent review **we** may reasonably require, **we** will pay the defence costs as they are incurred; or
- b) Where **we** have not confirmed indemnity, and **we** elect not to take over and conduct the defence or settlement of any **claim**, **we** may, at **our** discretion, pay defence costs to which **we** have consented as they are incurred.

Excepting where **we** have consented to pay defence costs under b) above, **we** reserve the right to recover any defence costs paid under this extension from **you** to the extent that is established by final adjudication, that **you** were not entitled to under this **policy**.

8. Dishonesty of employees

Notwithstanding the Exclusion 10 – Fraud and dishonesty, **we** will agree to indemnify **you** against **civil liability** for **costs and expenses** in respect of any **claim** or **claims** first made against **you** and notified to **us** during the **period of insurance** resulting from any dishonest, fraudulent, criminal or malicious act or omission by any **employee** occurring or committed in connection with the professional services of **your business** or **practice**. Provided that nothing in this automatic extension shall require **us** to indemnify any **employee** who has perpetrated any such dishonest, fraudulent, criminal or malicious act or omission.

The Policy: Professional Indemnity Insurance (continued)

9. Emergency defence costs

If it is not possible for the **insured** to obtain **our** consent prior to incurring **costs and expenses** for a **claim** covered under this **policy**, **we** will waive prior consent provided **our** consent is obtained within a reasonable period from the first date of such **costs and expenses** being incurred.

The total amount **we** will pay under the **policy** under this automatic extension is sub-limited to \$100,000 in the aggregate. This sub-limit forms part of and is not in addition to the **limit of liability** and the **aggregate limit of liability**.

If it is established that there is no entitlement to indemnity under this **policy** for the **costs and expenses** advanced under this extension, the **insured** must repay such amounts to **us** immediately.

10. Estates, heirs or legal representatives

We agree to indemnify the estate, heirs or legal representatives of any natural person insured under this **policy** in the event of the death or legal incapacity of such person, but only to the extent to which such person would have been entitled to indemnity under **Insuring Clauses 1 – Civil liability** and **2 – Supplementary Payments: Costs and expenses** of the **policy** had such death or legal incapacity not occurred.

11. Extended claim and reporting period

If **we** refuse at expiry of this **policy** to offer any renewal terms and conditions, **you** and any **insured person**, shall jointly (but not separately) have the right to request prior to the expiry of the **period of insurance** and upon payment of an amount equal to 100% of the total expiring annual **premium** stated in the **certificate of insurance** to an **endorsement** to the **policy** providing for:

- a) an extension of the extended notification period to a period being the period of 12 months immediately following the expiry of the **period of insurance**; and
- b) any **claim** made and reported to us during this endorsed extended reporting period being deemed to have been made and reported to **us** immediately prior to the expiry of the **period of insurance** provided that the **claim** arises out of **civil liability** in the conduct of the professional services of **your business** or **practice** which occurred prior to the expiry of the **period of insurance** and there is no cover for any **claim** arising out of **civil liability** in the conduct of the professional services of **your business** or **practice** which occurred after the expiry of the **period of insurance**.

12. Good samaritan acts

We agree to pay on behalf of any of **your employees** in respect of legal liability otherwise covered under the **policy** arising from the rendering of emergency first aid assistance, known as **good samaritan acts** in connection with **your business** or **practice**, to any person other than **relatives** of the **employees** who reside with them provided, however, **we** shall not be liable where the **employee** was acting at the time under a contract of employment with any employer other than **you**.

13. Governance and incident review costs

We agree to reimburse **you** for the reasonable costs **you** incur in conducting a root cause analysis, incident review, or governance review following a covered **claim** involving injury, death, or other serious harm to any aged care resident, provided such review is undertaken in good faith for internal risk management, governance improvement, or incident response purposes.

Our total liability under this automatic extension is limited to \$25,000 in the aggregate for the entire **period of insurance**. This sub-limit is part of, and not in addition to the **limit of liability**, and the **aggregate limit of liability**.

14. Investigations and inquiries

We agree to indemnify **you**, and any of **your employees** or a **responsible person**, for reasonable legal **costs and expenses** necessarily incurred in responding to, preparing for, or attending at any official investigation, inquiry, examination, commission, review, or inquest, arranged or conducted by an **official body**, provided that:

- a) formal written notice, subpoena, or summons requiring a response or disclosure to or attendance before the **official body** is first served during the **period of insurance** and notified to **us** within the **period of insurance**; and
- b) the subject matter of the proceeding, **investigation**, inquiry, examination, commission, review, or inquest arises in connection with aged care services provided by **you** in **the business**; and
- c) **our** prior written consent has been obtained, with such consent not to be unreasonably withheld.

This extension does not provide cover for:

- i. any fine, penalty, sanction, or compensation order imposed by or at the direction of the **official body**; or
- ii. any amount otherwise excluded under exclusion 8 – Fines, penalties and exemplary damages of the **policy**.

Our total liability under this automatic extension is limited to \$250,000 in the aggregate for the entire **period of insurance**.

This sub-limit is part of, and not in addition to the **limit of liability**, and the **aggregate limit of liability**.

The Policy: Professional Indemnity Insurance (continued)

15. Joint venture cover

We agree to indemnify **you** and any of **your employees** under the **policy** in respect of any **claim** otherwise covered under the **policy** arising from any **joint venture** in the conduct of the professional services of **your business** or **practice** but cover shall not extend to any **claim** brought by or on behalf of any party to the **joint venture** or any **organisation** established to conduct, **control** or manage such **joint venture**.

16. Loss or damage to documents

We agree to indemnify **you** and any of **your employees** in the event of **loss** of or damage to **documents** in respect of all costs, charges and expenses reasonably incurred by **you** or any of **your employees** in replacing or restoring such **documents**;

Provided always that:

- a) such **loss** or **damage** is sustained during the **period of insurance** while the **documents** are on **your** premises or in **transit** anywhere in the world (other than the United States of America or Canada or their territories or protectorates) or in **your** custody or the custody of any person to whom **you** have entrusted them in the conduct of the professional services of **your business** or **practice**; and
- b) the amount of any indemnity for such costs, charges and expenses shall be supported by bills and accounts which shall be subject to approval by a competent person to be nominated by **us** with **your** consent; and
- c) **we** shall not be liable in respect of **loss** or damage caused by riot or civil commotion.

Our total liability under this automatic extension is limited to \$2,000,000 in the aggregate for the entire **period of insurance**. This sub-limit is part of, and not in addition to the **limit of liability**, and the **aggregate limit of liability**.

17. Malpractice cover

We agree to indemnify **you** for:

- a) any act, error, omission, or conduct of workplace experience personnel, agency nurses, technicians, or allied health professionals engaged by **you** and operating under **your** clinical governance framework, **policies**, and supervision – excluding any medical practitioner, dentist, midwife, or self-employed registered health care practitioner – for whom **you** are legally liable; or
- b) any act, error, omission, or conduct of a medical practitioner, dentist, or midwife in their capacity as an **associated provider**, but only to the extent that liability attaches to **you** under the **Aged Care Act 2024**, and not for their direct and personal liability;

in relation to the provision of the professional services of **your business** or **practice** which gives rise to bodily injury, mental injury, or death.

18. Merger/takeover/sale/winding-up of insured

If, during the **period of insurance**, any of the following events occur:

- a) **you** are subject to a merger, takeover, sale; or
- b) the appointment of a receiver, controller, administrator or liquidator to the **insured** or the commencement of a scheme of arrangement or compromise or a winding up process in respect of the **insured**,

then this **policy** shall remain in force until the expiry of the **period of insurance** but only in respect of **claims** for which **you** are legally liable in the conduct of the professional services of **your business** or **practice** when such conduct occurred prior to the effective date of the event described in parts (a) or (b) of this automatic extension.

19. New created/acquired subsidiary

We agree to extend the definition of **you** in the **policy** to include any new **subsidiary** created or acquired by **you** during the **period of insurance**.

Provided always that:

- a) cover only applies in the conduct of the professional services of **your business** or **practice** provided by the new **subsidiary** occurring within a period of 30 days from the date of the creation or acquisition of the **subsidiary**;
- b) cover only applies to **claims** in the conduct of the professional services of **your operations** by the new **subsidiary** when such conduct occurred subsequent to the date of acquisition or creation of the **subsidiary**;
- c) within the period specified in sub-paragraph a) above, **you** shall supply such additional information relating to the new **subsidiary** as may be required by **us** and pay any additional **premium** as may be required to enable **us** to continue coverage to the expiry of the **period of insurance**.

20. Past subsidiary organisations

In the event that a **subsidiary** ceases to be a **subsidiary** during the **period of insurance**, then cover under the **policy** shall continue to apply with respect to any **claim** made against such **subsidiary** during the **period of insurance** provided always that cover only applies to such **claims** in the conduct of the professional services of **your business** or **practice** provided by the **subsidiary** prior to the date such entity ceased to be a **subsidiary** and committed during the time such entity was a **subsidiary**.

The Policy: Professional Indemnity Insurance (continued)

21. Privacy breach response costs

We agree to indemnify **you** for reasonable and necessary **costs and expenses** incurred, with **our** prior written consent (such consent not to be unreasonably withheld), to notify an aged care resident, student, client, next of kin, third party, or regulator in accordance with **your** legal obligations to provide such information under the **Aged Care Act 2024** or Privacy Act 1988 (Cth) following any actual, alleged, or suspected breach of privacy or confidentiality in relation to personal, sensitive, or health information collected in connection with aged care services provided by **you** in **the business**.

This extension does not cover:

- a) public relations or media expenses;
- b) wages, overtime, or salaries of **you** or **your** employees;
- c) costs incurred solely to comply with injunctive relief; and
- d) fines, penalties, sanctions, or taxes.

Our total liability under this automatic extension is limited to \$50,000 in the aggregate for the entire **period of insurance**. This sub-limit is part of, and not in addition to the **limit of liability**, and the **aggregate limit of liability**.

22. Reinstatement in the event of a recovery

Any amounts recovered by **us** (net of **our** reasonable expenses associated with such recovery) following a paid **claim** under the **policy** shall proportionally reduce the erosion of the **limit of liability** and **aggregate limit of liability** shown in the **certificate of insurance**.

23. Sixty day reporting period

The **insured** may continue to notify the **insurer** of **claims** up to 60 days after the expiry of the **period of insurance**, but only **claims** first made against the **insured** during the **period of insurance** and based on any conduct of the professional services of **your business** or **practice** committed or alleged to have been committed prior to expiry of the **period of insurance**.

Any notification to the **insurer** during this 60 day reporting period will be deemed to have been first notified to the **insurer** during the **period of insurance**.

24. Severability and non-imputation

We agree that where this **policy** insures more than one party, any failure on the part of any of the parties to:

- a) comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth);
- b) comply with any obligation under this **policy** (other than the obligation to pay **premium**); or
- c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

shall not prejudice the right of the remaining party or parties to indemnity under this **policy**, provided that such remaining party or parties shall:

- a) be entirely innocent of and have had no prior knowledge of any such failure; and
- b) as soon as practicable after becoming aware of any such failure, advise **us** in writing of all its relevant circumstances.

25. Spousal liability

If a **claim** against an **insured** includes a **claim** against an **insured's spouse** solely by reason of:

- a) such **spouse's** legal status as a **spouse** of such **insured**; or
 - b) such **spouse's** ownership interest in property which the claimant seeks as recovery for **claims** made against such **insured**,
- then the **spouse's** legal liability for compensation resulting from such **claim** will be treated for the purposes of this **policy** as the liability of the **insured**.

This automatic extension does not apply to the extent the **claim** alleges **you** are legally liable in the conduct of the professional services of **your business** or **practice** by such **insured's spouse**.

26. Waiver of excess

No **excess** shall apply to any **claim**, or **we** will reimburse **you** for any amount paid by **you** within the **excess**, where a final judgment is obtained in a civil court of competent jurisdiction and such judgment finds that **you** are not legally liable.

This extension shall not apply to any **claim** that is resolved or compromised by way of settlement, consent order, or other disposition prior to the delivery of such final judgment.

Exclusions applicable to the policy

This insurance shall not provide cover for losses, liability, cost or expense of whatever nature directly or indirectly arising from, contributed to by, or in connection with:

1. Asbestos

Any liability arising from asbestos or asbestos products in any form or quantity or for defending any **claim** for such actual or alleged liability. However, this **policy** exclusion shall not apply if any injury sustained is unrelated to the inherently hazardous nature of asbestos.

2. Bodily Injury/Property Damage Exclusion

- a) Bodily injury, sickness, disease, mental anguish, emotional distress, disability, shock, death, or loss of support; or
- b) damage to, or destruction of, any property, including loss of use of such property.

Provided always that this exclusion shall not apply to any **claim** arising directly from the professional services of **your business** or **practice**.

3. Communicable Disease

- a) Highly pathogenic avian influenza in humans; or
- b) Any disease(s) determined to be a listed human disease pursuant to subsection 42(1) of the Biosecurity Act 2015 (Cth), or any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia, including delegated legislation; or
- c) Any pandemic or epidemic, as declared as such by the World Health Organisations; or
- d) Any mutation of the diseases described in a) to c) inclusive,

including any fear or threat thereof (whether actual or perceived) or action taken by a competent public authority in controlling, preventing or suppressing such disease.

4. Directors and officers liability

Any actual or alleged breach of duty by **you** or **your employees** where the act, error, or omission out of which such breach arose was committed in **your** or their capacity as a director, secretary, trustee, officer, or **responsible person** of **you** or of any legal entity, corporation, or other incorporated body.

5. Discrimination

Actual or alleged unlawful discrimination (or other unlawful act, error or omission) by **you** or **your employees** against any **employee** or employment applicant.

6. Employer's liability

- a) The death, bodily injury, disease or illness of any **insured** arising out of or in the course of or in respect of their employment; or
- b) a breach of any obligation owed by an **insured** to another **insured**.

7. Financial institution

Any liability arising from **your** operation of or involvement in the conduct of any bank, building society, credit union, finance company, superannuation fund or banking **business** as defined in the Banking Act 1959 (Cth.)

8. Fines, penalties and exemplary damages

Any liability for fines, penalties, liquidated damages, punitive, exemplary, aggravated or multiplication of compensatory damages, taxes, levies, imposts or duties imposed by a court of law or under any statute or government regulation.

The Policy: Professional Indemnity Insurance (continued)

9. Food & catering

The provision, preparation, serving, contamination, handling, sale, storage, supply, or distribution of any food or beverages, including but not limited to:

- a) outbreaks of food poisoning, contamination, or allergen-related incidents; and/or
- b) any bodily injury, mental injury, sickness, disease, or death of a **care recipient, employee**, volunteer, or third party arising from the consumption or use of food or beverages.

However, this exclusion shall not apply to:

- i) any **claim** arising directly from **your** professional advice, assessment, or recommendations regarding the suitability, selection, or use of food, nutritional supplements, dietary products, or related aids provided by a qualified dietitian, nutritionist, or other appropriately trained **employee** in the conduct of the professional services of **your business** or **practice**; or
- ii) any **claim** for bodily injury, mental injury, sickness, disease, or death of a **care recipient** alleged to have arisen from **your** failure, or the failure of a qualified dietitian, nutritionist, or other appropriately trained **employee**, to provide appropriate nutritional advice or dietary planning, where such advice is provided in connection with aged care services provided by **you** in **the business**.

10. Fraud and dishonesty

Any dishonest, fraudulent, criminal or malicious breach of duty by **you** or **your employees**, consultants, sub-contractors or agents, or any person condoning such act, including a reckless disregard for the consequences, or any deliberate breach of any statute or regulation by **you** or any of **your employees**, consultants, sub-contractors or agents with **your** knowledge, approval or consent.

11. Goods sold, stored, supplied or distributed

The sale, storage, supply, distribution, or provision of any good or product arising directly from the conduct of the professional services of **your business** or **practice**, including but not limited to:

- a) defects, contamination, malfunction, or unsuitability of such goods or products; and/or
- b) any bodily injury, mental injury, sickness, disease, or death of a care recipient, employee, **volunteer**, or third party arising from the use or consumption of such goods or products.

However, this exclusion shall not apply to:

- i) any **claim** arising directly from **your** professional advice, assessment, or recommendations regarding the suitability, selection, or use of goods, including food, nutritional supplements, dietary products, or related aids, provided by a qualified dietitian, nutritionist, or other appropriately trained **employee** in the conduct of the professional services of **your business** or **practice**; or
- ii) any **claim** for bodily injury, mental injury, sickness, disease, or death of a **care recipient** alleged to have arisen from **your** failure, or the failure of a qualified dietitian, nutritionist, or other appropriately trained **employee**, to provide appropriate nutritional advice or dietary planning, where such advice is provided in connection with aged care services provided by **you** in **the business**.

12. Industrial awards

Any liability to or caused by **your employees** imposed by the provision of any industrial award, agreement or determination.

13. Insolvency

The insolvency, liquidation, administration or receivership of an **insured**.

14. Internet technology hazards exclusion

Any losses, liability, costs or expense arising directly or indirectly out of, or in any way involving:

- a) the use, design, development, operation, or failure of computer systems, software, hardware, applications (including artificial intelligence), or digital devices used by the **insured** or any third party;
- b) the transmission of, access to, unauthorised disclosure of, or failure to transmit data or information via any computer system, network, or the internet;
- c) any virus, worm, trojan, malware, ransomware, denial-of-service (DoS) attack, or other malicious code affecting any system;
- d) any cyber fraud or deception including, but not limited to, phishing, spoofing, social engineering, identity theft, email scams, or manipulation of persons or systems; or
- e) any services provided by or on behalf of the **insured** in the capacity of an IT, software, cybersecurity, or telecommunications provider.

However, this exclusion shall not apply to any otherwise covered **claim**:

- i. arising directly from the **insured's** use of medical software, resident record systems, or practice management platforms;
- ii. where such systems are used solely in connection with **your** conduct of the professional services of **your business** or **practice**; and
- iii. provided that the **insured** is not acting as an IT, cyber, or data service provider to others.

For the avoidance of doubt, nothing in this exclusion shall override or restrict the operation of **privacy breach response costs**.

The Policy: Professional Indemnity Insurance (continued)

15. Intoxicants and drugs

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 the **insured**.

For the purpose of this exclusion the term 'drug' does not include pharmaceutical drugs prescribed by a registered medical practitioner to such person.

However, this exclusion will not apply to the rendering of or failure to render first aid and assistance in an emergency situation or accident.

16. Investment performance/advice

- a) Any investment advice or information or opinion regarding investment or failure to provide investment advice or information; or
- b) depreciation (or failure to appreciate) in value of any investments, including but not limited to **securities**, commodities, currencies, options and futures transactions.

17. Jurisdictional and territorial limit

- a) Any action for compensation brought or first brought against **you** or **your employees** in the United States of America or Canada, or their territories or protectorates.
- b) The enforcement of any judgment, order or award obtained within or determined pursuant to the laws of the United States of America or Canada, or their territories or protectorates.

18. Legal advice

The provision of, or failure to provide legal services or legal advice by **you** or on **your** behalf, including but not limited to the drafting, review, or interpretation of contracts, legislation or legal instruments, where such activity constitutes the practice of law.

However, this exclusion shall not apply to:

- a) any **claim** arising from **your** preparation, use, or explanation of resident agreements, care plans, consent forms, or statutory notices, where such documents are prepared, or ought to have been prepared, in connection with the delivery of aged care services by **you** in **the business** under the **Aged Care Act 2024 (Cth)**; or
- b) compliance with statutory or regulatory requirements applicable to aged care services, where such activities do not constitute the independent provision of legal advice.

19. Licensing, Registration and Accreditation

- a) Any prosecution, inquiry, hearing, commission, **investigation**, proceeding, or regulatory action resulting from **your** failure to be properly licensed, registered, certified, or accredited in relation to the delivery of aged care services by **you** in **the business**; or
- b) The sale, storage, supply, distribution, or provision of any good or product arising directly from the conduct of the professional services of **your business** or **practice**, including but not limited to:
 - i. defects, contamination, malfunction, or unsuitability of such goods or products; and/or
 - ii. any bodily injury, mental injury, sickness, disease, or death of a care recipient, **employee**, volunteer, or third party arising from the use or consumption of such goods or products.

However, this exclusion shall not apply to:

- i. any **claim** arising directly from **your** professional advice, assessment, or recommendations regarding the suitability, selection, or use of goods, including food, nutritional supplements, dietary products, or related aids, provided by a qualified dietitian, nutritionist, or other appropriately trained **employee** in the conduct of the professional services of **your business** or **practice**; or
- ii. any **claim** for bodily injury, mental injury, sickness, disease, or death of a **care recipient** alleged to have arisen from **your** failure, or the failure of a qualified dietitian, nutritionist, or other appropriately trained **employee**, to provide appropriate nutritional advice or dietary planning, where such advice is provided in connection with aged care services provided by **you** in **the business**.

For clarity, this exclusion includes (but is not limited to):

- i) a failure to be endorsed by the Aged Care Quality and Safety Commission (ACQSC) as a **registered provider**;
- ii) a failure to comply with mandatory obligations imposed under the Aged Care Quality Standards; and

This exclusion shall not apply to defence costs incurred in responding to an inquiry or **investigation** that is expressly provided under an automatic extension or **endorsement** to this **policy**.

The Policy: Professional Indemnity Insurance (continued)

20. Manufacturing/construction/property development

- a) Defects or alleged defects in any product manufactured, supplied, installed assembled, erected or maintained by **you** or on **your** behalf; or
- b) any construction, assembly, installation, erection, maintenance; or
- c) supervision of construction, assembly, installation, erection or maintenance; or
- d) **your operations** as a property developer, construction manager or project manager.

21. Pollution

- a) The discharge, dispersal, release or escape of **pollutants** into or upon land, the atmosphere, or any watercourse or body of water; or
- b) the cost of removing, nullifying or cleaning up **pollutants**; or
- c) the cost of preventing the escape of **pollutants**.

22. Prior claims

- a) Any **claim** first made against you or your **employees** prior to the inception of the **period of insurance**; or
- b) any **claim** arising out of facts or circumstances which were:
 - i. known to **you** or **your employees** prior to the inception of the **period of insurance** and which a reasonable person in **your** position would have known might give rise to a **claim**; or
 - ii. notified under any insurance which was in force prior to the inception of the **period of insurance**.

23. Radioactivity and nuclear waste

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof.

24. Related controlling interests and subsidiaries

Work undertaken for or on behalf of:

- a) any company or firm in which **you** or **your employees** exercise or have exercised a controlling interest; or
- b) **your** parent company (if any), any **subsidiary** company, or any other company in which **you** or **your** parent company has or has held at least a 20% financial interest unless such **claim** or costs or expenses emanates from an independent third party.

25. Retroactive date

Any act, error or omission occurring or committed prior to the **retroactive date**.

26. Sexual abuse

Any actual or alleged **sexual abuse**.

27. Tax advice

Any tax advice or information or opinion or failure to provide tax advice or information.

28. Terrorism

Any **terrorism act**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to a **terrorism act**.

29. Trading debts, guarantees and professional fees

- a) Any trading debt incurred, or any guarantee in respect of such debt given, by **you** or your **employees**; or
- b) fees or charges rendered by **you**.

30. Waiver of rights

Any liability for which **you** have at any time by deed or agreement forgone, excluded or limited a right of recovery.

The Policy: Professional Indemnity Insurance (continued)

31. War and mutiny

- a) War, invasion, act of foreign enemy, hostilities, rebellion or warlike activities (whether war is formally declared or not) and civil war.
- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any **organisation** the objects of which include the overthrowing or influencing of any de jure or de facto government by violent means.

32. Worldwide Punitive Damages Clause

Punitive, exemplary, aggravated damages, or any additional damages resulting from the multiplication of compensatory damages shall be excluded from recovery under this policy, except for damages arising from actions for libel, slander, or defamation.

This exclusion applies:

- a) to any **claim** made under this **policy**; and
- b) to any judgment, award, or settlement within the legal jurisdiction of the United States of America or Canada, or to any order made anywhere in the world to enforce such judgment, award, or settlement in whole or in part.

Conditions applicable to the policy

1. Allocation

If a **claim** or **loss** is covered only partly by the **policy**, and the parties are unable to agree upon an allocation between **insured** and uninsured portions, the allocation shall be referred for determination to a **senior counsel** (to be agreed upon or in default of agreement to be nominated by the Chair or President of the local Bar Council) whose determination shall be binding upon the parties and whose fee shall for the purpose of the **policy** be regarded as part of the **costs and expenses**. The allocation shall apply also to payments made before the determination.

Any allocation or advancement on account of any **claim** made under this **policy** will not create any presumption with respect to the final allocation of a **claim** or **loss**.

2. Assignment

The **policy** cannot be assigned without **our** prior written consent. **Our** decision shall be based on **our** business guidelines and shall not be unreasonably withheld.

3. Authorisation

The persons, entities or **organisations** named as the **insured** in the **certificate of insurance** agree to act on behalf of all other persons, entities or **organisations** insured by this **policy**, and each of those other persons, entities or **organisations** agree that the persons, entities or **organisations** named as the **insured** in the **certificate of insurance** may act on their behalf with respect to the giving and receiving of any notice of cancellation, the payment of **premiums**, the receiving of any return **premiums** that may become due and the acceptance of **endorsements** or other notices provided for; and **you** warrant that these individuals and entities have authorised **you** to act on their behalf.

4. Cancellation

You may cancel the **policy** at any time by notifying **us** in writing.

We may cancel this **policy** in accordance with the Insurance Contracts Act 1984.

In the event of cancellation, **we** will be entitled to retain **premium** for the period during which this **policy** has been in force. **We** may also retain any government taxes, duties or levies **we** cannot recover.

If **you** have made a claim under this **policy** and **we** have paid or agreed to pay the full **limit of liability** applicable to the **period of insurance** for any cover under a Section of this **policy**, no **return** of premium will be payable for any unused portion of the **period of insurance** for that cover.

5. Confidentiality

Neither **you** nor an **insured person** shall disclose the nature of the liabilities covered by the **policy** or the **premium** specified in the **certificate of insurance**, unless required by law.

6. Goods and Services Tax

Where **we** make a payment under the **policy** for the acquisition of goods, services or other supply, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** or the **insured person** are or will be entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

Where **we** make a payment under the **policy** as compensation instead of payment for the acquisition of goods, services or other supply, **we** will reduce the amount of payment by the amount of any input tax credit that **you** would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

If any **excess** applies to a liability or **loss** otherwise covered under the **policy** and **you** or the **insured person** are entitled to **claim** an input tax credit under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in respect of such liability or **loss** then the amount of that input tax credit shall not be taken to erode the **excess** for the purposes of the **policy**.

7. Governing law and jurisdiction

This insurance **policy** shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory where the **policy** was issued. Any disputes shall be exclusively subject to determination by the courts of that State or Territory or of the Commonwealth of Australia.

8. Investigatory costs and payments

Any costs incurred by **us** investigating any fact, situation or circumstance which may give rise to a **claim** shall be deemed for all purposes of the **policy** to be **costs and expenses** incurred under the **policy**.

Any amount paid by **us** in settlement of a dispute which may otherwise become a **claim**, shall be deemed for all purposes of the **policy** to be a **loss** incurred under the **policy**.

The Policy: Professional Indemnity Insurance (continued)

9. Legal enforceability

The **policy** or any of the indemnities set out are not operative or enforceable unless **our** agreement to provide such indemnity and the amount thereof is evidenced by a **certificate of insurance** or **endorsement** issued by **us** and signed on **our** behalf by an authorised person.

10. Non-accumulation

Where **you** are covered under the **policy** in respect of a **claim** and are also entitled to cover under another insurance **policy** issued by **us**, then **our** liability under the **policy** shall not be increased by virtue of the existence of such other insurances and **our** maximum liability under all such policies in the aggregate shall not exceed the highest **limit of liability** (and subject to any applicable aggregate limit) available under those policies in respect of such **claim**.

11. Notice

Any provision of the **policy** requiring notices and communications to be given in writing will be deemed to be complied with if delivered to the recipient electronically.

12. Payment of premium

You must pay the premium specified in the **certificate of insurance** within 30 days of the inception of the **policy** or such other time as **we** agree in writing. If **you** fail to pay the **premium** within that period, **we** are entitled to cancel the **policy** in accordance with the Insurance Contracts Act 1984 (Cth).

Claims conditions applicable to the policy

1. Additional parties

Where this **policy** insures more than one party, any failure by one or more of those parties to:

- comply with the duty of disclosure under the *Insurance Contracts Act 1984* (as amended or replaced); or
- comply with any obligation under this **policy** (other than the obligation to pay premium); or
- refrain from conduct which is dishonest, fraudulent, criminal, or malicious; or
- refrain from making a misrepresentation,
- shall not prejudice the right of any other **insured** party to indemnity under this **policy**, provided that such other **insured** party:
- had no prior knowledge of the relevant failure; and
- as soon as practicable after becoming aware of the failure, advises **us** in writing of the relevant circumstances.

Where this **policy** insures more than one party, it shall apply to each party in the same manner as if a separate **policy** had been issued to each of them, provided that **our limit of liability** or the sum insured shown in the **certificate of insurance** in respect of any one event or claim (and any applicable **aggregate limit of liability**) for the **period of insurance** shall not be increased.

We agree to waive all rights of subrogation or action which **we** may be entitled to against any party to whom cover under this **policy** extends.

Past subsidiary organisations

Where a **subsidiary** ceases to be a **subsidiary** during the **period of insurance**, cover under this **policy** shall continue to apply in respect of any **claim** made against such **subsidiary** during the **period of insurance**, provided that such **claim** arises from professional services provided by that **subsidiary** prior to the date it ceased to be a **subsidiary** and was committed during the time it was a **subsidiary**.

2. Alteration to risk

You must notify **us** as soon as practicable in writing of any material alteration to the **insured** risk during the **period of insurance** including insolvency, bankruptcy, appointment of a receiver, **your** inability to pay debts as and when they fall due, winding-up proceedings or any other material change in the nature of **the business** or **practice**, including the professional services provided.

3. Election to contest claim

If **you** refuse to consent to any settlement recommended by **us** and elect to contest or continue any legal proceedings in connection therewith, **our** liability for the **claim** shall not exceed the amount for which the **claim** could have been so settled, less the applicable **excess**, plus **costs and expenses** incurred up to the date of such refusal.

4. Fraudulent claims

- a) As a protection for all insured parties **we** reserve the right to take legal action against any person who makes a fraudulent **claim**.
- b) If a fraudulent **claim** is made **we** will not pay it and **we** reserve the right to take action to recover any moneys already disbursed in respect of the **claim**. **We** will also reserve the right to cancel the **policy**, as allowed under the Insurance Contracts Act 1984 (Cth).

5. Mitigation

You are required, at **your** expense, to use all due diligence and take all reasonable steps to minimise any **claim** and to prevent further **claims** arising out of the same or similar conditions and avoid or diminish any **loss** hereunder.

6. Multiple claims

All **claims** that arise from or are attributable to the same **loss** or series of **losses** consequent upon or attributable to one source or original cause shall be regarded as one **claim**.

7. Notification of claims

You must notify **us** in writing of any **claim** made against **you** during the **period of insurance** and forward to **us** every letter of demand, originating process (whether by way of writ, summons, statement of claim, third party notice, counterclaim or cross claim), notice of any prosecution, inquiry, **investigation** or inquest which **you** receive as soon as practicable after the **claim** has been made.

All notices to **us** under any provisions of the **policy** must be given in writing to: GPO Box 1655 Melbourne VIC 3001 or email to insure@ansvar.com.au

The Policy: Professional Indemnity Insurance (continued)

8. Other insurance

If at the time any **claim** is notified arises under the **policy** there is any other insurance in force covering the same liability, **you** must promptly notify **us** of the full details of such other insurance, including the identity of the insurer and the policy number, and such further information as **we** may reasonably require.

9. Sanctions

We shall not be required to perform any transaction to pay any **claim** or provide any benefit hereunder to the extent that the execution of such transaction would contravene any sanction, prohibition or restriction applicable to **us** under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, United States of America, European Union or United Kingdom.

10. Senior counsel

- a) Neither **we** nor **you** shall be required to contest or settle a **claim** unless a **senior counsel** shall advise such a **claim** should be contested or settled. In formulating their advice, the **senior counsel** must have regard to **your** prospects of successfully defending the **claim**, the likely damages awarded and costs recovered by the claimant, and the likely **costs and expenses** associated with defending the **claim**.
- b) **We** may nominate a **senior counsel** to provide the advice and **you** must notify **us** if **you** agree to the appointment of the individual nominated. If **you** do not agree to the appointment within a reasonably practicable time, **senior counsel** will be appointed by the president of the relevant Bar Association in the state or territory in which the **claim** has been made.
- c) The costs of **senior counsel** are **costs and expenses** in respect of the **claim**.

11. Settlement of claims, co-operation and conduct of proceedings

- a) As a condition precedent to cover under the **policy**, **you** must not make any admission of liability, offer, and promise of payment, take any action that may be considered to be an admission of liability, settle or repudiate a **claim** or incur any **costs and expenses** without **our** prior written consent, such consent which cannot be unreasonably withheld.
- b) **We** will have full discretion in the conduct and defence, in **your** name and on **your** behalf (including to take over and assume conduct), of any proceedings in connection with, and in the settlement of any **claim** and **you** shall give all such information and assistance as **we** may require.
- c) **You** must immediately give all such information and assistance to **us** as **we** may reasonably require to enable **us** to investigate and to defend the **claim** and/or to enable **us** to determine **our** liability under the **policy**.
- d) **We** may take whatever action that **we** consider appropriate in respect of the **claim** against **you** and such action by **us** will not be regarded in any way prejudicing **our** position under the **policy** and no admission of the entitlement to indemnity under the **policy** shall be implied.
- e) **We** will be entitled to attend any **investigation** or fatal accident inquiry in respect of which there may arise any liability under the **policy**.

12. Subrogation

If any payment is made under the **policy** in respect of a **claim**, **we** will be subrogated to all **your** rights and will be entitled to pursue and enforce such rights in **your** name and **you** are required to provide **us** with all reasonable assistance and co-operation.



1300 650 540

www.ansvar.com.au

Ansvär Insurance Limited, Level 5, 1 Southbank Blvd, Southbank, VIC, 3006

ABN 21 007 216 506 AFSL 237826

Proudly part of the **BENEFACT GROUP** 

AUSACPI 0226 V1.0