



Policy No: 03MIS1483556
Account No: 0020761
Account Name: GAMMAN INSURANCE BROKERS PTY LTD

Policy Schedule

Page: 1 of 9

POLICY ONE: CIVIL LIABILITY PROFESSIONAL INDEMNITY

- Item 1 **The Policyholder:** SELLARS INSURANCE AGENCY PTY LTD
T/AS NURSEWISE
- Item 2 **Address:** PO BOX 3028
MORNINGTON VIC 3931
- Item 3 **Professional Services Covered by this Policy:**
REFER TO SPECIAL ITEMS BELOW
- Item 4 **Description of Policy:** Professional Indemnity + Broadform Liability (CGU PIB 03-17)
- Item 5 **Period of Insurance:** From 15/11/2017 to 4:00 pm on 15/11/2018
- Item 6 **Particulars of Risk:**
- 6.1 The Total Sum Insured is \$20,000,000 which includes all Policy sections, and
\$60,000,000 in the aggregate for all Claims.
- 6.2 Amount of the Excess
- | | |
|---|----------------|
| (a) Australia and New Zealand Jurisdictions | \$250 |
| (b) Other Jurisdictions | \$250 |
| (c) Enquiries | \$250 |
| (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 exclusive
- 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 WORLD WIDE, EXCLUDING 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 |



Policy No: 03MIS1483556

Policy Schedule

Page: 2 of 9

Item 9 Special Items:

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

- | | |
|----------------------------------|-----------------------------------|
| 1. MALPRACTICE ENDORSEMENT | 2. MIDWIFERY EXTENSION |
| 3. TWO REINSTATEMENTS | 4. MEDICAL PRACTITIONER EXCLUSION |
| 5. CHANGE OF INSURER ENDORSEMENT | 6. PROFESSIONAL SERVICES COVERED |
| 7. SPECIFIC ENDORSEMENT | 8. RUN OFF COVER |
| 9. MOLESTATION DEFENCE COSTS | |

Item 10 **Date and Place of Issue:** 15/11/2017 Melbourne, Victoria.

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

1. MALPRACTICE ENDORSEMENT

- a) It is declared and agreed that We Cover:
- i. the Insured for Claims and Covered Claims of the type and on the basis specified in Sections 3 and 4 of the Policy arising from Good Samaritan Acts;
 - ii. students who are, or have been, appointed to the Insured by any University, College of Advanced Education or T.A.F.E. College for Claims and Covered Claims of the type and on the basis specified in Sections 3 and 4 of the Policy.

We only provide Cover to such students claiming Cover if the student agrees in writing, within a reasonable time of notification of the Claim or Covered Claim to Us, to be:

1. bound by this Policy; and
 2. liable individually, and together with the Insured, for paying the Excess (or any other payment due to Us under this Policy) in respect of any Cover provided to the student under this Policy.
- b) Notwithstanding anything else contained to the contrary contained in the Policy, We do not Cover any Claims or Covered Claims arising directly or indirectly out of any:
- i. services rendered by any person while under the influence of intoxicants or narcotics or any failure to render services competently or at all because of such influence. For the purpose of this Exclusion, the term intoxicants shall not include a headache tablet, aspirin or other medication prescribed by a Medical Practitioner for a medical condition, provided such medication does not, to the knowledge of the Insured or such person, induce fatigue or reduce competency or otherwise affect the Insured or such person in the provision of Professional Services.
 - ii. procedure or advice rendered concerning euthanasia.
- c) For the purposes of this Endorsement, 'Medical Practitioners' means doctors (including locum doctors) 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.

2. MIDWIFERY EXTENSION



Policy No: 03MIS1483556

Policy Schedule

Page: 3 of 9

This Policy extends, subject to the terms, conditions and exclusions of the Policy, to indemnify the Insured for Claims, as otherwise covered by this Policy, arising from midwife services performed by for or on behalf of the Insured by a registered / licensed midwife within a registered / licensed medical hospital. There is no cover otherwise provided by this Policy for claims arising from midwife services.

There is no cover provided by this Policy for any claim related to, arising from or in respect of the performance of any procedure or the administration of any substance to terminate pregnancy.

There is no cover provided by this Policy for any claim arising from the acts errors or omissions of any Medical Practitioner. "Medical Practitioner" shall mean any doctor who is medically qualified.

3. TWO REINSTATEMENTS

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

6.2 Two Reinstatements of the Policy Limit

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

In all other respects the Policy remains unaltered.

4. MEDICAL PRACTITIONER EXCLUSION

Notwithstanding anything else to the contrary, it is declared and agreed that We do not provide Cover for any Claims, (or losses or liabilities) or any associated costs arising directly or indirectly from any act, error or omission of any Medical Practitioner whether such Medical Practitioner is employed by the Insured or not.

For the purposes of this Exclusion "Medical Practitioner" shall mean doctors who are medically qualified, including but not limited to anaesthiologists, radiologists, pathologists, surgeons, cardiologists, general practitioners or obstetricians. Reference to 'Medical Practitioner'



Policy No: 03MIS1483556

Policy Schedule

Page: 4 of 9

in this Exclusion shall also extend to student doctors and interns.

In all other respects the Policy shall remain unaltered.

5. 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

6. PROFESSIONAL SERVICES COVERED

Div 1 Registered Nurses
Enrolled Nurses
Personal Care Attendants
Nurse Practitioners / Students
Paramedics
Midwives
Nuclear Medical Technician
Radiographers
Volunteer Nurses
Occupational Therapists
Sonographers
Cardiac Technicians

7. SPECIFIC ENDORSEMENT

Notwithstanding anything else to the contrary, it is declared and agreed that exclusion 6.14 of the Policy wording shall not apply to any Claim arising from radio - isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

8. RUN OFF COVER



Policy No: 03MIS1483556

Policy Schedule

Page: 5 of 9

RUN OFF COVER/ FORMER MEMBERS

(a) If a Run-Off Event occurs during the Period of Insurance, the Cover provided by this Policy with respect to the Insured (and those referred to in Section 4.3 of the Policy) shall continue for a period of 12 months from the Run-Off Event, in respect of any Claim otherwise Covered by this Policy arising from any act, error or omission prior to the date of the Run-Off Event;

(b) Subject to point (c) below, it is declared and agreed that where We remain the sole insurer under the Scheme the 12 month period referred to in point (a) above is converted to a maximum period of 84 months from the Run-Off Event;

(c) If however We cease to be the sole insurer of the Scheme, at any time following the 12 month period specified in (a) above, there will be no Cover for any Claim first made against the Insured (or any person or entity entitled to be Covered under this Policy) after We cease to be the sole Insurer under the Scheme;

(d) All Cover under this Endorsement shall cease immediately if the Policy is cancelled;

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

For the purposes of this Endorsement:

(i) 'Run-Off Event' means an Insured ceasing to exist or operate, or being disposed of or merged with or acquired by another entity.

(ii) 'Scheme' means the Nursewise scheme with Gamman Insurance Brokers Pty Ltd.

In all other respects the Policy remains unaltered.

9. MOLESTATION DEFENCE COSTS

Notwithstanding anything else contained to the contrary in the Policy, it is declared and agreed that:

a) We do not provide Cover for any of the following Claims or Covered Claims 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;

b) notwithstanding point a) above, 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 point a) above in so far as such conduct was committed or allegedly committed by a Principal, Employee or student in the course of the provision of Professional Services provided that:

c) nothing in this Policy shall require Us to Cover any Principal, Employee or student who has allegedly committed any of the conduct specified point a) above; and

d) 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 Insured incurring such Claim Investigation Costs (such consent not to be unreasonably withheld);

e) Cover under this Endorsement is limited to \$1,000,000 in the aggregate for such Claim Investigation Costs. 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;

f) the Excess in respect to such Claim Investigation Costs



Policy No: 03MIS1483556

Policy Schedule

Page: 6 of 9

is \$1,000 for each and every Claim.

g) We reserve the right to recover any such Claim Investigation Costs from such Principal, Employee or student alleged to have committed any of the conduct specified in point a) above:

i. if the Principal, Employee or student makes an admission in writing of any conduct of the type specified in point a) above; 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 Principal, Employee or student has committed conduct of the type specified in point a) above.

In all other respects the Policy remains unaltered.



Policy No: 03MIS1483556

Policy Schedule

Page: 7 of 9

POLICY TWO: BROADFORM LIABILITY

Item 1 **The Insured:** SELLARS INSURANCE AGENCY PTY LTD

T/AS NURSEWISE

Item 2 **Address:** PO BOX 3028
MORNINGTON VIC 3931

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 15/11/2017 to 4:00 pm on 15/11/2018

Item 6 **Particulars of Risk:**

6.1 Sum Insured	
(a) Public Liability	\$20,000,000
(b) Products Liability	\$20,000,000
(c) Advertising Liability	\$20,000,000
(d) Property in the Insured's Physical or Legal Control	\$100,000
6.2 Excess (each & every Property Damage claim only)	
(a) Public Liability	\$500
(b) Products Liability	\$500
(c) Advertising Liability	\$500
(d) Property in the Insured's Physical or Legal Control	\$500

Item 7 **Special Items:**

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1. CHANGE OF INSURER ENDORSEMENT
2. PROFESSIONAL SERVICES COVERED

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

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Policy No: 03MIS1483556

Policy Schedule

Page: 8 of 9

Change 2: Change to details of CGU Insurance Limited

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Insurer
Insurance Australia Limited
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2. PROFESSIONAL SERVICES COVERED

Div 1 Registered Nurses
Enrolled Nurses
Personal Care Attendants
Nurse Practitioners / Students
Paramedics
Midwives
Nuclear Medical Technician
Radiographers
Volunteer Nurses
Occupational Therapists
Sonographers
Cardiac Technicians

Premium Details for Policy One and Policy Two

Gross Premium	\$140,000.00
Goods and Services Tax	\$14,000.00
Stamp Duty	\$15,400.00
Total Payable Premium	\$169,400.00

"TAX INVOICE"

*This document describes our proposed supply of insurance to you and will become a Tax Invoice for GST when payment is made. For this purpose, the address of Insurance Australia Limited (ABN 11 000 016 722) is 181 William St, Melbourne 3000.

Where our agent or your broker issues you a Tax Invoice, which includes an amount for this supply of insurance, your payment is made against the agent's or broker's invoice and this document does not become a Tax Invoice.

If you are registered for GST purposes, your input tax credit entitlement is, or is based on, the GST amount shown above. Please note that, in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11 of the total amount payable.



Policy No: 03MIS1483556

Policy Schedule

Page: 9 of 9

Signed for and on behalf of Insurance Australia Limited

A handwritten signature in black ink, appearing to read 'NBSSU', is written above a horizontal line. The signature is stylized and somewhat cursive.