



Policy No: 03MIS2401977
Account No: 0020761
Account Name: GAMMAN INSURANCE BROKERS PTY LTD

Policy Schedule

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POLICY ONE: CIVIL LIABILITY PROFESSIONAL INDEMNITY

- Item 1 **The Policyholder:** NURSEWISE MEMBERS AS DECLARED BY
GAMMAN INSURANCE BROKERS PTY LTD
- Item 2 **Address:** PO BOX 2179
OAKLEIGH
VIC 3166
- Item 3 **Professional Services Covered by this Policy:**
REFER TO SPECIAL ITEMS BELOW
- Item 4 **Description of Policy:** Professional Indemnity + Broadform Liability (CGU PIB 04-23)
- Item 5 **Period of Insurance:** From 15/11/2023 to 4:00 pm on 15/11/2024
- 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.
- 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 |



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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. PANDEMIC EXCL.: TR'MENT W/BACK | 6. HIV & MIDWIFERY EXCLUSION: |
| 7. PI CYBER EXCLUSION (ABSOLUTE) | 8. PROFESSIONAL SERVICES COVERED |
| 9. NUCLEAR MATERIALS ENDORSEMENT | 10. RUN OFF COVER |
| 11. MOLESTATION DEFENCE COSTS | 12. SPECIFIC EXCLUSION |
| 13. FREE LEGAL CONSULTATION | |

Item 10 **Date and Place of Issue:** 08/11/2023 Melbourne, Victoria.

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

1. MALPRACTICE ENDORSEMENT

It is declared and agreed that the following Endorsement applies to the Policy:

- a) It is declared and agreed that We Cover 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.

For the purposes of the Policy, 'Good Samaritan Acts' means first aid voluntarily administered at the scene of any emergency, accident or disaster to persons, other than members of the Insured's family who reside with him/her.

- b) It is declared and agreed that:
- i. We Cover the Insured for any Claim otherwise Covered by this Policy arising from the Insured's vicarious liability for and non-delegable duty of care in respect of the provision of Professional Services by Medical Practitioners.
 - ii. notwithstanding i. above, We do not Cover any Claims or Covered Claims against Medical Practitioners regardless of whether such Medical Practitioners are employed by the Insured, acting as a contractor of the Insured or in any other capacity.
- c) Notwithstanding Section 9.8 c) of the Policy, for the purposes of the Policy, 'students' means students who are or have been, appointed to the Policyholder by any University, College of Advanced Education or T.A.F.E. College.

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.

- d) Notwithstanding any provision to the contrary within the Policy, We do not Cover any Claims or Covered Claims based upon, directly or indirectly arising from or attributable to any:



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- 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.
- e) For the purposes of the Policy, 'Medical Practitioners' means doctors (including locum doctors) who are medically qualified, including, but not limited to, anaesthesiologists, radiologists, pathologists, surgeons, cardiologists, and general practitioners.
- f) It is declared and agreed that Section 7.8 of the Policy, 'Goods and Workmanship' is deleted and replaced with the following:

7.8 Goods & Workmanship

based upon, directly or indirectly arising from or attributable to:

- a) the manufacture, installation, assembly, processing, sale, supply or distribution of goods or products by or on behalf of an Insured; or
- b) workmanship in manufacture, fabrication, construction, erection, installation, assembly, alteration, servicing, remediation, repair, demolition or disassembly (including any materials, parts or equipment furnished in connection therewith) by or on behalf of an Insured, or from supervision of such workmanship by an Insured, unless and to the extent that the Claim or Covered Claim arises solely and directly from a breach of professional duty of care, in the provision of the Professional Services.

In all other respects the Policy remains unaltered.

2. MIDWIFERY EXTENSION

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



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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 or from a series of, or from repeated or related, acts, errors or omissions, 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' in this Exclusion shall also extend to student doctors and interns.

In all other respects the Policy shall remain unaltered.

5. PANDEMIC EXCL.: TR'MENT W/BACK

It is declared and agreed that the following Exclusion applies to the Policy:

Notwithstanding any provision to the contrary within the Policy, it is declared and agreed that this Policy does not provide Cover for any Claims or Covered Claims directly caused by or attributable to the existence of an Infectious Disease.

Provided that this exclusion shall not apply to the:

1. treatment of any Infectious Disease by or on behalf of an Insured;
2. Cyber cover optional extension if indicated in the Schedule as being included.

For the purposes of the Policy, 'Infectious Disease' means:

- a) a disease determined to be a 'listed human disease' or in respect of which a 'human biosecurity emergency' or 'biosecurity emergency'



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- (including any amended, replacement, successor, equivalent or similar definitions of a 'listed human disease', 'human biosecurity emergency' or 'biosecurity emergency') has been declared under the Biosecurity Act 2015 (Cth) including any amended, replacement, re-enactment, successor, equivalent or similar Federal or State and Territory legislation, order, administrative act or declaration including delegated legislation; or
- b) an outbreak of infectious disease declared or acknowledged as a pandemic or epidemic by the World Health Organization (or any similar or replacement or successor body) or any Australian government or Australian government agency; or
 - c) a disease determined by the World Health Organisation (or any similar or replacement or successor body) to be a Public Health Emergency of International Concern (PHEIC) or equivalent.

In all other respects the Policy remains unaltered.

6. HIV & MIDWIFERY EXCLUSION:

This policy excludes cover for any liability arising directly or indirectly from:-

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

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

7. PI CYBER EXCLUSION (ABSOLUTE)

It is declared and agreed that the following Exclusion applies to the Policy:

- a) We do not provide Cover for any Claims or Covered Claims directly or indirectly caused by, contributed to by, or as a consequence of, any:
 - i. Cyber Act; or
 - ii. action taken or any failure to act, in controlling, preventing, suppressing, or remediating any Cyber Act.
- b) Notwithstanding a) above, this Exclusion does not apply to the Optional Employment Practices Liability Cover Extension, the Optional Cyber Cover Extension or the Optional Fidelity Cover Extension in the Policy, if the Specific Cover Limit for those Optional Extensions is indicated in the Schedule.
- c) For the purposes of this exclusion:
 - i. Cyber Act means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful or criminal acts, regardless of time and place, or the threat or hoax thereof involving:
 - 1. any damage to, overloading of, corruption of, circumvention of, impairment of, access to, processing of, denial of access to, use of or operation of, any Computer System; or
 - 2. the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error



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- in the amendment of, error in the entering of, deletion of, theft of, disclosure of, or dissemination of, Computer Records including any monetary amount pertaining to the value of such Computer Records; or
3. the infringement of intellectual property rights and/or breach of confidentiality.
 - ii. Computer Records means electronically stored data and/or information including magnetic tape, software or computer programs for or in respect of a Computer System used in the course of or in relation to, providing the Professional Services.
 - iii. Computer System means any computer, hardware, software, firmware, communications system, operating system, electronic device website, server, cloud or microcontroller and including any associated input, output, data storage device, networking equipment or back up facility used in the course of, or in relation to, providing the Professional Services. For the avoidance of doubt a Computer System includes any Computer System operated or maintained:
 1. by or on behalf of the Insured; or
 2. by a Service Provider; or
 3. by a Third Party.
 - iv. Service Provider means any person, partnership, company, corporation, incorporated society or other body corporate or entity third party independent contractor that is not an Insured, who provides business process and/or information technology services for the Insured in accordance with a contract or agreement.
 - v. Third Party means any person, partnership, company, corporation, incorporated society or other body corporate or entity who is not an Insured, at the time of their acts, errors or omissions.

In all other respects the Policy remains unaltered.

8. PROFESSIONAL SERVICES COVERED

Division 1 Registered Nurses
Enrolled Nurses
Personal Care Attendants
Nurse Practitioners / Students
Qualified Phlebotomists
Reconstructive Cosmetic Nurses
Paramedics
Midwives
Nuclear Medical Technician
Radiographers
Volunteer Nurses
Occupational Therapists
Sonographers
Cardiac Technicians
Perioperative Nurse Surgical Assistants
Nursing Administration Duties (as part of above modalities)

9. NUCLEAR MATERIALS ENDORSEMENT

It is declared and agreed that Section 7.14 of the Policy is deleted and replaced with the following:

7.14 Radioactivity & nuclear hazards

Arising from:

- a) ionising radiations or contamination by radioactivity



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- from any nuclear material; or
- b) the hazardous properties of any nuclear explosive, assembly or component.

Notwithstanding the above, this Exclusion shall not apply to Claims or Covered Claims arising from the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures arising from the provision of Professional Services by or on behalf of the Insured and away from the place where such substances are made.

10. RUN OFF COVER

RUN OFF COVER/ FORMER NURSEWISE MEMBERS

(a) If a Run-Off Event occurs during the Period of Insurance, the Cover provided by this Policy with respect to the Insured 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:

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

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

In all other respects the Policy remains unaltered.

11. 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



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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 \$250,000 in the aggregate for any one Insured and \$1,000,000 in the aggregate for all such Claim Investigation Costs. This is included within and not in addition to the Policy Limit.
- f) the Excess in respect to such Claim Investigation Costs is \$5,000 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.

12. SPECIFIC EXCLUSION

Notwithstanding any provision to the contrary, it is declared and agreed that We do not Cover any Claim or Covered Claim based upon, directly or indirectly arising from or attributable to any elective cosmetic surgery, procedure or treatment.

In all other respects the Policy remains unaltered.

13. FREE LEGAL CONSULTATION

During the Period of Insurance the Policyholder is entitled to free legal advice from the appointed firm and nominated legal practitioner listed below on any matter relating to the Professional Services subject always to the following:

- i. an appointment must be made to attend the nominated legal practitioner
- ii. the Certificate of Insurance must be presented to the legal practitioner when requesting legal advice under this Endorsement. If the Certificate of Insurance is not presented, then no legal advice can be sought under this Endorsement.
- iii. the legal practitioner will sign off the used minute units listed in the Certificate of Insurance.
- iv. entitlement to legal advice is limited to a maximum of 1 hour per Period of Insurance and any unused hour or part thereof cannot be aggregated from one policy period to another.
- v. We reserve the right to change the appointed firm or nominated legal practitioner at any time. Changes to



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- the appointed firms and nominated legal practitioners will be notified to the Policyholder on request.
- vi. the Policyholder may not seek legal advice on this Policy or other indemnity issues concerning insurance policies issued by Us under this Endorsement.
 - vii. if Cover under this Policy is sought by an Insured in respect of any matter on which the Policyholder has sought legal advice under this Endorsement from the appointed firm or nominated legal practitioner, the Insured authorises Us (at Our discretion) to engage the appointed firm to represent the Insured and authorises the appointed firm when engaged to disclose to Us any information obtained in the course of tendering advice to the Insured. To the extent necessary and subject to Section 8.4 of the Policy, the Insured waives all claims to legal professional privilege as between Us and itself.

Prior to seeking any entitlement to free legal advice under this Endorsement, the Insured must provide to the legal practitioner this Certificate of Insurance for sign off. The participating practitioners providing legal services under this Endorsement are limited to:

VICTORIA & TASMANIA
LANDER & ROGERS
Julie Smith
Phone: +61 3 9269 9000
jsmith@landers.com.au

Gavin Hollamby
Phone: +61 3 9269 9000
ghollamby@landers.com.au

CLYDE & CO
Mark Attard
Phone: +61 3 8600 7200
Mark.Attard@clydeco.com

Ganga Narayanan
Phone: +61 3 8600 7264
Ganga.Narayanan@clydeco.com

BARRY NILSSON
Hubert Wajszel
Phone: +61 3 9909 6302
Hubert.Wajszel@bnlaw.com.au

NEW SOUTH WALES / ACT
COLIN BIGGERS & PAISLEY
Gavin Creighton
Phone: +61 2 8281 4555
Gavin.Creighton@cbp.com.au

KENNEDYS
Raylee Hartwell
Phone: +61 2 8215 5999
Raylee.Hartwell@kennedyslaw.com



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CLYDE & CO
Jacques Jacobs
Phone: +61 2 9210 4448
Jacques.Jacobs@clydeco.com

QUEENSLAND
THYNNE & MACARTNEY
Cameron Solley
Phone +61 7 3231 8868
csolley@thymac.com.au

David Fisher
Phone +61 7 3231 8852
dfisher@thymac.com.au

COLIN BIGGERS & PAISLEY
Vijay Edwards
D +61 7 3002 8777
M +61 411 146 997
vijay.edwards@cbp.com.au

Megan Kavanagh
+61 07 3002 8762
megan.kavanagh@cbp.com.au

DLA PIPER AUSTRALIA
Sophie Devitt
T +61 7 3246 4058
M +61 407 597 989
sophie.devitt@dlapiper.com

WESTERN AUSTRALIA
DLA PIPER AUSTRALIA
Jock Inness-Campbell
Phone: +61 8 6467 6039
Jock.Campbell@dlapiper.com

GILCHRIST CONNELL LAWYERS
Deborah Templeman
Phone: +61 8 9476 3801
dtempleman@gclegal.com.au

CLYDE & CO
Jehan-Philippe Wood
Phone: +61 8 6145 1725
JP.Wood@clydeco.com

SOUTH AUSTRALIA / NT
GILCHRIST CONNELL LAWYERS
Richard Wood
Phone: +61 8 8215 7000
RWood@gclegal.com.au



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POLICY TWO: BROADFORM LIABILITY

Item 1 **The Insured:** NURSEWISE MEMBERS AS DECLARED BY
GAMMAN INSURANCE BROKERS PTY LTD

Item 2 **Address:** PO BOX 2179
OAKLEIGH
VIC 3166

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 04-23)

Item 5 **Period of Insurance:** From 15/11/2023 to 4:00 pm on 15/11/2024

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:**

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

- | | |
|----------------------------------|-----------------------------------|
| 1. MOLESTATION & ABUSE EXCLUSION | 2. TREATMENT EXCLUSION |
| 3. PANDEMIC EXCL: GENERAL LIAB. | 4. LIABILITY CYBER EXCL: ABSOLUTE |
| 5. SILICOSIS EXCLUSION | 6. 6.10 PROFESSIONAL LIABILITY |
| 7. INSURED BUSINESS | 8. |

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

1. MOLESTATION & ABUSE EXCLUSION

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that We do not provide Cover for any Claims or Covered Claims based upon, directly or indirectly arising from or attributable to any actual or alleged molestation of, interference with, bullying of, mental abuse of or physical abuse of any person.

In all other respects the Policy remains unaltered.

2. TREATMENT EXCLUSION

Notwithstanding any provision to the contrary within this Policy, it is declared and agreed that We do not provide Cover for any Claims or Covered Claims directly or indirectly caused by, contributed to by, or in consequence of the actual or alleged provision of Health Care Services.



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For the purposes of this Exclusion, 'Health Care Services' means any care, treatment, advice, service or goods in respect of the physical or mental health of any person, provided by or on behalf of the Insured.

In all other respects the Policy remains unaltered.

3. PANDEMIC EXCL: GENERAL LIAB.

It is declared and agreed that the following Exclusion applies to the Policy.

Notwithstanding any provision to the contrary within this Policy, it is declared and agreed that We shall not be liable to indemnify the Insured in respect of any loss, destruction, damage, liability, cost, expense or any other amounts, directly or indirectly caused by, or contributed to by, or in consequence of, any (actual or alleged) Infectious Disease.

For the purposes of the Policy, 'Infectious Disease' means:

- a) a disease determined to be a 'listed human disease' or in respect of which a 'human biosecurity emergency' or 'biosecurity emergency' (including any amended, replacement, successor, equivalent or similar definitions of a 'listed human disease', 'human biosecurity emergency' or 'biosecurity emergency') has been declared under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar Federal or State and Territory legislation, order, administrative act or declaration including delegated legislation;
- b) an outbreak of infectious disease declared or acknowledged as a pandemic or epidemic by the World Health Organization (or any similar or replacement or successor body) or any Australian government or Australian government agency; or
- c) a disease determined by the World Health Organisation (or any similar or replacement or successor body) to be a Public Health Emergency of International Concern (PHEIC) or equivalent.

In all other respects the Policy remains unaltered.

4. LIABILITY CYBER EXCL: ABSOLUTE

It is declared and agreed that the following Exclusion applies to the Policy:

Exclusion 6.18 of the Policy, 'Electronic Data', is deleted and replaced with the following:

6.18 Cyber Exclusion

- a) arising out of Property Damage, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- b) arising out of the Policyholder's Products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- c) directly or indirectly caused by, contributed to by or as a consequence of Electronic Data Loss caused by a Cyber Act; or
- d) directly or indirectly caused by, contributed to by or as a consequence of an act, error or omission by or on behalf of the Insured in controlling, preventing, suppressing, retaliating against or responding to a Cyber Act or Electronic Data Loss caused by a Cyber Act.

For the purpose of this Exclusion only, the following definitions apply:



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- i. Computer System means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Electronic Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- ii. Cyber Act means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System
- iii. Electronic Data Loss means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of Electronic Data including any monetary amount pertaining to the value of such Electronic Data, the infringement of intellectual property rights and breach of confidentiality.

In all other respects the Policy remains unaltered.

5. SILICOSIS EXCLUSION

Notwithstanding any provision to the contrary within this Policy, it is declared and agreed that We will not be liable to indemnify the Insured in respect of any liability directly or indirectly caused by, contributed to by, or in consequence of the actual or alleged inhalation of, or exposure to silica in any form.

In all other aspects the Policy remains unaltered.

6. 6.10 PROFESSIONAL LIABILITY

Notwithstanding anything to the contrary stated in the Policy it is declared and agreed that Section 6.10 of the the Broadform Liability Policy Wording is deleted in it's entirety and replaced with the following:

6.10 Professional Liability
arising out of or anyway connected with the rendering of or failure to render professional advice or service by the Insured or error or omission connected therewith.

In all other respects the Policy remains unaltered.

7. INSURED BUSINESS

Division 1 Registered Nurses
Enrolled Nurses
Personal Care Attendants
Nurse Practitioners / Students
Qualified Phlebotomists
Reconstructive Cosmetic Nurses
Paramedics
Midwives
Nuclear Medical Technician
Radiographers
Volunteer Nurses
Occupational Therapists



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Sonographers
Cardiac Technicians
Perioperative Nurse Surgical Assistants
Nursing Administration Duties (as part of above modalities)

"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.

Signed for and on behalf of Insurance Australia Limited