



Berkshire Hathaway
Specialty Insurance



Medical Practitioner Professional Indemnity Insurance

PRODUCT DISCLOSURE STATEMENT

Exclusively Distributed by Tego



TEGO

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Important Information

Please read this Product Disclosure Statement (PDS) carefully to ensure you understand what insurance cover is provided. If you have any questions or if you would like more information, please contact your broker or us.

ABOUT US

We are Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA) ABN 84 600 643 034, AFS Licence No. 466713). We are authorised by the Australian Prudential Regulation Authority to carry on general insurance business in Australia. You can reach us by email at australia@bhspecialty.com or you can write to us at GPO Box 650, Sydney NSW 2001.

We have authorised Tego Insurance Pty Ltd (ABN 34 608 505 960, AFS Licence No. 482467) ('Tego') to underwrite and issue policies of insurance on our behalf pursuant to an agency agreement. Tego is our agent and does not act for you.

ABOUT THIS PDS

This PDS, which includes the Policy Wording, contains information about the Policy. It aims to help you:

- Decide whether the cover provided will meet your needs; and
- Compare it with other products you may be considering.

We do not provide any advice in this PDS about this product and have not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

UPDATING THIS PDS

We may update the information contained in this PDS when necessary. We will issue you with a new PDS or a Supplementary PDS, except in limited circumstances. Where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance we may issue you with a copy of any updated information in other forms. You can get a paper copy free of charge by contacting us.

This PDS was prepared on 25 August 2023.

ABOUT YOUR POLICY

If we issue you a Policy, you will be given a Schedule. The Schedule sets out the covers you have chosen and should be read together with the Policy Wording. You should check the Schedule carefully to ensure it accurately reflects the cover you have purchased.

The Policy Wording and Schedule and any Supplementary PDS we issue form your legal contract with us. Please keep them in a safe place for future reference.

APPLYING FOR YOUR POLICY

Please complete the proposal form and provide any additional information requested.

THE COST OF YOUR POLICY

The premium payable for your Policy is determined by our assessment of the risk to be insured as well as the taxes and government charges that are applicable.

When calculating your premium, we take a number of factors into account including your individual practice mix, your gross billings, the covers you select and your claims history.

Your premium also includes amounts that take into account our obligations in relation to any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST) in relation to your Policy.

When you apply for this insurance, we will advise your total premium amount payable, when it needs to be paid and how it can be paid. If you fail to pay we may reduce any claim payment by the amount of the premium owing and/or cancel the Policy.

EMPLOYER INDEMNIFIED

If you are employed, you may be in a situation where your employer has agreed to provide insurance to you in order to meet your AHPRA registration indemnity requirements. This may include cover for any civil claims that arise as a result of acts, errors and omissions in carrying out your duties. Employer indemnification is common in public hospital settings, however you may also be indemnified by your employer in a private setting. Your employer indemnified cover may not include cover for:

- hospital disciplinary proceedings and investigations against you
- Medical Board investigations into your conduct or performance
- Royal Commissions
- Investigations or proceedings by other professional bodies
- employment disputes

If you are uncertain of your indemnity arrangements, you should seek confirmation from your employer so that you purchase the correct insurance for your needs.

Where you are employer indemnified and only wish to purchase Section 2 cover, your gross billings should be noted as \$0 unless you require cover for work you carry out in other settings where you are not employer indemnified.

GROSS BILLINGS

Your gross billings is the total amount that you charge for the healthcare that you provide and/or any income you receive in a policy period for healthcare services covered by this policy before any apportionment or deduction of any expenses and/or tax.

If you are not employer indemnified and require cover for public patient work, this amount should also include any income received for public patients.

If you declare incorrect gross billings, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

You may also need to refund any subsidy previously provided through the Premium Support Scheme. We may from time to time conduct a billings audit that will require you to provide proof of your billings.

PREMIUM SUPPORT SCHEME

The Premium Support Scheme (PSS) is a Commonwealth Government scheme which assists eligible medical practitioners with the cost of their medical indemnity insurance. We administer the scheme on the Commonwealth Government's behalf. Participation in the PSS is optional, and subject to eligibility. Please refer to the PSS Application and Terms and Conditions Booklet which you will find on the Tego website www.tego.com.au. You can also find frequently asked questions at The Australian Government Department of Health website for the Premium Support Scheme (PSS) under the section for frequently asked questions.

RENEWING YOUR POLICY

Before your Policy expires, we will advise you whether we intend to offer renewal and if so on what terms.

This PDS also applies for any offer of renewal, unless we tell you otherwise.

It is important that you check the terms of any renewal offer before renewing to ensure that the details are correct. In particular, check the sums insured and any applicable retention to ensure the levels of cover are appropriate for you.

Please note that you need to comply with the Duty of Disclosure before each renewal.

THIS IS A CLAIMS-MADE POLICY

Many of the covers under this Policy are limited to claims first made against you and reported to us in writing during the Policy Period. However, the effect of the Insurance Contracts Act 1984 (Cth) is that we may not be entitled to deny indemnity merely because you notify us of a claim made against you after the expiry of the Policy Period provided you gave us written notice during the Policy Period of the facts or circumstances of which you were aware that later gave rise to the claim.

RUN-OFF COVER INDEMNITY SCHEME

The Run-Off Cover Indemnity Scheme (ROCS) is a Commonwealth Government scheme that provides run-off cover free of charge to eligible medical practitioners.

Run-off cover is insurance that is maintained to cover claims made against a medical practitioner after they cease practice. You may become eligible for ROCS when you:

- have retired permanently from private medical practice; or
- are permanently disabled; or
- are on maternity leave; or
- leave Australia after working as a medical practitioner under visa sub-classes 422 (medical practitioner) or 457 (business (long stay)); or
- die (in which case your estate may be eligible for ROCS).

You must notify us when you become eligible for ROCS. If you cease to be eligible for ROCS (for example if you resume private medical practice) you will not be covered under ROCS for claims made against you or circumstances notified after you return to practice and will need to consider reinstating your medical indemnity insurance.

MEDICAL PRACTITIONERS IN NEW SOUTH WALES

For practitioners in New South Wales, we comply with the requirements of the Insurance Regulation Order 2006 made under the *Health Care Liability Act 2001 (NSW)*.

ELECTRONIC DELIVERY OF POLICY DOCUMENTS

We will send your Policy documents by email unless you tell us otherwise. If however you wish to receive your Policy documents in hard copy, please tell us.

YOUR COOLING OFF RIGHTS

If you want to cancel your Policy after you buy it, you may do so and receive a full refund of your premium. To do this, please notify us in writing within twenty-one (21) days from the date your Policy was purchased.

This cooling off right does not apply if you have made or are entitled to make a claim.

Even after the cooling off period ends, you still have cancellation rights however we may deduct certain amounts from any refund that may be due for administration costs or any non-refundable government charges and taxes.

PRIVACY

We are covered by the Privacy Act 1988 (Cth) and its Australian Privacy Principles (APPs), which set out standards for the collection, use, disclosure and handling of personal information. In this Privacy Notice We, Our and Us means Berkshire Hathaway Specialty Insurance Company ABN 84 600 643 034 along with all companies in the Berkshire Hathaway group of insurance companies and third parties who provide services to Us or on Our behalf.

Personal information is essentially information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not. See the Privacy Act for full details.

This privacy notice applies from 25 August 2023 and details how We collect, disclose and handle your personal information.

What are the purposes for which We collect your personal information?

We, and entities acting on Our behalf, only collect personal information (including sensitive information) from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including managing and administering any claim made by you.

What happens if you don't give Us your personal information?

Without your personal information, We may not be able to provide you with Our services and products, issue insurance cover, administer your insurance or process your claim.

How do We collect your personal information?

Collection can take place through websites (from data you input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We or Our agent Tego collect it directly from you or through your insurance broker, unless you have consented to collection from someone other than you, it is unreasonable or impracticable for Us to do so or the law permits Us to.

We will only use your personal information in accordance with the Privacy Act 1988 (Cth) and for the purposes outlined above.

To whom do We disclose your personal information?

We may disclose your personal information to other companies in the Berkshire Hathaway group and other third party service providers for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in India, Singapore, Hong Kong, Malaysia, New Zealand, Germany, the United Kingdom, Canada and the United States of America. These details may change from time to time. You can contact Us for further information. Where such disclosure is made, We make all reasonable efforts to ensure that the arrangements We have in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above.

How do you contact Us and what are your opt out rights?

By providing Us with personal information you and any other person you provide personal information for, consent to these uses and disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by Us or persons we have an association with, please contact Us.

If you wish to obtain details of the personal information We hold about you (including to correct or update the personal information We hold about you), or if you have a complaint about a breach of your privacy, please refer to Our privacy policy available at <https://www.bhspecialty.com/privacy-policy/privacy-policy-australia/>, or contact Our Privacy Officer by email at australasia.privacy.compliance@bhspecialty.com.

We reserve the right to refuse access under the grounds permitted by the Privacy Act 1988 (Cth) and if you are seeking information on another person's behalf, We will require written authorisation from that individual.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If You Do Not Tell Us Something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

COMPLAINTS

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw our attention to. We have a complaints and dispute resolution procedure which undertakes to deal with your complaint promptly. It is important to follow the complaint handling process, so we are able to resolve your concern effectively.

If you have a complaint or concern about our insurance products or services we provide, please contact your intermediary or your usual BHSI contact. If you are not satisfied with our response, you may escalate your complaint by contacting complaints.australia@bhspecialty.com or by writing to us at GPO Box 650, Sydney NSW 2001.

Our internal dispute resolution process is free of charge and we will aim to respond to your escalated complaint within thirty (30) days.

Review By Australian Financial Complaints Authority

In most cases we can resolve any problems our customers have but if you remain dissatisfied with how we have resolved your concern you can contact the **Australian Financial Complaints Authority (AFCA)** for an independent external review at no cost to you, subject to its terms of reference. We are bound by any determination by AFCA but the decision is not binding on you.

AFCA can be contacted by:

Phone: 1800 931 678

Email: info@afca.org.au

Post: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

If the complaint is not covered by the AFCA scheme, we will advise you of other options for resolution that may be available to you.

GENERAL INSURANCE CODE OF PRACTICE

We are a signatory to the General Insurance Code of Practice (Code). The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

You can download a copy of the Code from:

<http://codeofpractice.com.au>.

FINANCIAL CLAIMS SCHEME

This Policy may be a protected policy under the Financial Claims Scheme (FCS) which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of us becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information about the FCS may be obtained from <http://www.fcs.gov.au> and the APRA hotline on 1300 55 88 49.

CONTACT INFORMATION

Notice of Claims are to be given to:

Email: healthcareclaimsaustralia@bhspecialty.com

Berkshire Hathaway Specialty Insurance
GPO Box 650, Sydney NSW 2001

Phone: 1300 938 991 (24 hours)

Other matters:

Tego Insurance Pty Limited
Level 11, 309 Kent Street
Sydney NSW 2000

Email: clientsupport@tego.com.au

Phone: 1300 834 683

Policy Wording

Words and phrases that appear in bold type have special meanings in this Policy.

Please refer to the SECTION IX - DEFINITIONS of the Policy.

Please read this policy wording carefully as it outlines the terms and conditions under which we provide insurance coverage to you.

SECTION I - INSURING AGREEMENTS

Cover

We will pay on **Your** behalf all sums which **You** become legally obligated to pay as **Damages** in respect of a **Medical Incident**, arising out of **Your** provision of **Healthcare Services**, provided such **Medical Incident** occurs on or after the **Retroactive Date** and for which a **Claim** is first made against **You** and reported to **Us** during the **Policy Period**.

1. Misleading or Deceptive Conduct

We will pay on **Your** behalf all **Damages** resulting from any **Claim**, arising out of **Your** provision of **Healthcare Services**, for misleading and deceptive conduct at law or under the *Competition and Consumer Act 2010* (Cth), *Corporations Act 2001* (Cth), *Australian Securities and Investments Commission Act 2001* (Cth) or similar provisions in the States' and Territories' Fair Trading Acts.

2. Defamation

We will pay on **Your** behalf all **Damages** resulting from any **Claim** for defamation committed or allegedly committed by **You** arising out of **Your** provision of **Healthcare Services**.

3. Intellectual Property

We will pay on **Your** behalf all **Damages** resulting from any **Claim** for any infringement of any intellectual property rights, other than patents and **Trade Secrets** arising out of **Your** provision of **Healthcare Services**.

4. Telehealth

We will pay on **Your** behalf all **Damages** resulting from any **Claim** for any civil liability in respect of **Telehealth Services** arising out of **Your** provision of **Healthcare Services**.

5. Breach of Contract

We will pay on **Your** behalf all **Damages** resulting from any **Claim** alleging a breach of contractual obligation arising out of **Your** provision of **Healthcare Services**.

Provided always that **We** will not be liable for any liability assumed by **You** under any agreement unless such liability would have attached to **You** in the absence of the agreement.

6. Medicare Benefits

Subject at all times to Exclusion 7 (Dishonesty), **We** will advance or pay on **Your** behalf all sums which **You** become legally obligated to pay as **Damages** resulting from any allegation of inappropriate act or omission, arising from a **Medicare Benefits Complaint** against **You** and which is commenced, commissioned or ordered and notified to **Us** in the **Policy Period** occurring or committed in connection with the provision of **Healthcare Services**.

Nothing in this cover will require **Us** to indemnify any employee who has perpetrated any dishonest, fraudulent, criminal or malicious act or omission or to indemnify **You** for any dishonest, fraudulent, criminal or malicious act or omission which **You** actioned or condoned.

No cover is available under this Clause for the return, withdrawal or reduction of professional fees, profits, charges or Medicare Benefits for **Healthcare Services** rendered by **You**.

7. Vicarious Liability

We will pay on **Your** behalf all **Damages** resulting from **Claims** against **You** and employees and/or contractors providing **Healthcare Services** on **Your** behalf and when under **Your** direct supervision. Cover will not extend to the employees and/or contractors who committed or were involved in the **Medical Incident**.

8. Breach of Privacy

We will pay on **Your** behalf all **Damages** resulting from any **Claim** for unintentional breach of any duty of confidentiality owed to a **Patient** arising at law or any unintentional breach of the *Privacy Act 1988 (Cth)*, *Health Records and Information Privacy Act 2002 (NSW)*, *Health Records Act 2001 (Vic)* or *Health Records (Privacy and Access) Act 1997 (ACT)* or similar privacy legislation in Australia arising out of **Your** provision of **Healthcare Services** whether commenced in a court or through the Office of the Australian Information Commissioner.

Notwithstanding Exclusion 6 Fines and Punitive Damages, and to the extent permitted by law, **We** will indemnify **You** for any civil penalty imposed upon **You** based on any breach of privacy as a result of proceedings relating to **Your** provision of **Healthcare Services** which are first brought against **You** and notified to **Us** during the **Policy Period**, except for any civil penalty:

- i. relating to any act, error or omission occurring or committed prior to the **Retroactive Date**; or
- ii. imposed where **You** knew, or reasonably should have known, prior to the **Policy Period** that **You** had contravened such law and committed an offence pursuant to that law; or
- iii. imposed as a result of further breaches committed after **You** first knew, or where a reasonable person in the circumstances ought reasonably to have known, that **You** had contravened such law and committed an offence pursuant to that law, and which led to the imposition of increased or additional pecuniary penalties.

Notwithstanding Exclusion 6 Fines and Punitive Damages, and to the extent permitted by law, **We** will indemnify **You** for any compensatory civil penalty first ordered to be paid by **You** and notified to **Us** during the **Policy Period** resulting from the conduct of **Your Healthcare Services**.

The cover provided in this Clause for any penalties will only apply to penalties imposed in the jurisdiction of the Commonwealth of Australia and pursuant to the laws of the Commonwealth of Australia.

The maximum amount payable under this clause is the applicable Sub-Limit of Liability stated in the Schedule.

9. Defence Costs

We will pay on **Your** behalf **Defence Costs** incurred in the defence and/or settlement of any covered **Claim**.

10. Extended Continuous Cover

We will pay on **Your** behalf **Damages** and **Defence Costs** resulting from any matter arising from the performance of **Healthcare Services** and of which **You** were aware or ought reasonably to have been aware may give rise to a **Claim**, provided that:

- a) **You** were aware or ought reasonably to have been aware of those matters prior to the commencement of the **Policy Period**;

- b) **We** were **Your** medical indemnity insurer continuously from the time **You** knew or ought reasonably to have known of the matters that might give rise to a **Claim** until the date **You** actually notified **Us**; and
- c) **Your** decision not to notify **Us** when **You** first became aware of the matters was not fraudulent non-disclosure or fraudulent misrepresentation;

Any cover provided by this Extended Continuous Cover will be subject to the terms, conditions and limitations of the policy in place at the time **You** became aware or ought reasonably to have been aware of those matters prior to the commencement of the **Policy Period**, except where such policy provides broader cover than this **Policy**, in which case the terms, conditions and limitations of this **Policy** shall apply.

However, this Extended Continuous Cover does not apply to any matters that:

- a) Arise out of or are connected with any written statement provided to or requested by a body which has jurisdiction to investigate and determine an outcome for the complaint or investigation, prior to or pending at the inception of this **Policy**, including an adjudication body; a governmental or quasi-governmental agency; any professional society; a hospital or healthcare organisation; a coronial inquiry or inquest; or a criminal inquiry, investigation or proceeding;
- b) Are derived from the same or essentially the same facts as alleged in any **Claim** or matter as outlined in point a) above;
- c) Are **Claims** made prior to or pending at the inception of the **Policy**;
- d) Have been reported to any insurer prior to the **Policy** inception date; or
- e) Are indemnified under Section 1, Clause 8 Breach of Privacy.

11. Cover for Employees and Your Practice

In respect of Section 1, Clauses 1 to 10 **We** will pay on **Your** behalf all **Damages** resulting from **Claims** against **Your** wholly owned **Practice** but only with respect to **Healthcare Services** billed in your name. This cover will not extend to a **Practice** to the extent that they conduct cosmetic or anti-aging medicine.

We will also pay on **Your** behalf all **Damages** resulting from **Claims** against employees of the individual named as the Insured in the Schedule while they are acting within the scope of their duties as such, but only with respect to **Healthcare Services** billed in **Your** name. This cover does not extend to any employees who are medical practitioners or healthcare practitioners.

12. HIV, Hepatitis B or Hepatitis C

We will pay **You**, the individual named in the Schedule, the sum specified in the Schedule for HIV, Hepatitis B or Hepatitis C cover if, as a result of **Your** first being diagnosed with HIV, Hepatitis B or Hepatitis C during the **Policy Period**, **You**:

- a) Retire due to disability; or
- b) Materially revise **Your** practice to enable **You** to continue to practice medicine; or
- c) Go through significant training or retraining to enable **You** to continue to practice medicine.

You must advise **Us** of **Your** diagnosis in writing during the **Policy Period**.

The maximum amount payable under this clause is the applicable Sub-Limit of Liability stated in the Schedule.

Despite SECTION V - LIMITS OF LIABILITY Automatic Reinstatement of **Your** Limit of Liability, **Your** HIV, Hepatitis B or Hepatitis Cover will discontinue and will not be reinstated during the **Policy Period** once the sum specified in the **Schedule** has been paid.

13. Reputation Protection Costs

We will reimburse **You** for **Reputation Protection Costs** in respect of an **Adverse Public Relations Event**. The **Adverse Public Relations Event** must:

- a) First commence during the **Policy Period** and after the **Retroactive Date**;
- b) Take place within the **Policy Territory** as described in SECTION VI - POLICY TERRITORY; and
- c) Be reported to **Us** in writing within sixty (60) days of its commencement.

Any payment of **Reputation Protection Costs** that **We** make under the cover will not:

- a) Be a determination of any other rights or obligations under this **Policy**;
- b) Create any duty to defend any **Claim** under any other part of this **Policy**; or
- c) Operate as a waiver of any right or defence **We** have with respect to the cover under the **Policy**.

You must notify **Us** as soon as practicable of an **Adverse Public Relations Event**. To the extent possible, notice should include:

- a) How, when and where the **Adverse Public Relations Event** took place;
- b) The nature and location of the **Adverse Public Relations Event**; and
- c) Written documentation of all **Reputation Protection Costs**.

The maximum amount payable under this clause is the applicable Sub-Limit of Liability stated in the Schedule.

14. Statutory Liability

Notwithstanding Exclusion 6 Fines and Punitive Damages, **We** will indemnify **You**:

- a. For **Defence Costs** for proceedings under consumer protection, workplace health and safety or environmental protection laws first brought against **You** and notified to **Us** during the **Policy Period** arising from **Your** provision of **Healthcare Services**;
- b. To the extent permitted by law, for any pecuniary penalties imposed upon **You** based on any breach of consumer protection, workplace health and safety or environmental protection law as a result of proceedings relating to **Your** provision of **Healthcare Services** which are first brought against **You** and notified to **Us** during the **Policy Period**, except for any pecuniary penalties:
 - i. relating to any act, error or omission occurring or committed prior to the **Retroactive Date**; or
 - ii. imposed where **You** knew, or reasonably should have known, prior to the **Policy Period** that **You** had contravened such law and committed an offence pursuant to that law; or
 - iii. imposed as a result of further breaches committed after **You** first knew, or where a reasonable person in the circumstances ought reasonably to have known, that **You** had contravened such law and committed an offence pursuant to that law, and which led to the imposition of increased or additional pecuniary penalties.

- c. To the extent permitted by law, for any compensatory civil penalty first ordered to be paid by **You** and notified to **Us** during the **Policy Period** resulting from the conduct of **Your Healthcare Services**.

The cover provided will only apply to pecuniary penalties imposed in the jurisdiction of the Commonwealth of Australia and pursuant to the laws of the Commonwealth of Australia.

The maximum amount payable under this clause is the applicable Sub-Limit of Liability stated in the Schedule.

15. Health and Wellbeing Benefits

a) Terrorism Benefit

If, during the **Policy Period**, **You**, the individual named in the Schedule render emergency medical treatment in the capacity of a Good Samaritan in response to an **Act of Terrorism**, and **You** sustain a **Bodily Injury**, provided that medical evidence is presented from a medical practitioner certifying that **You** are unable to provide **Healthcare Services**, **We** will pay **You**, the individual named in the Schedule, the sum of \$5,000.

You must advise **Us** in writing during the **Policy Period**.

Despite SECTION V - LIMITS OF LIABILITY Automatic Reinstatement of **Your** Limit of Liability, **Your** Terrorism Benefit will discontinue and will not be reinstated during the **Policy Period** once the sum has been paid.

b) Trauma Benefit

If, during the **Policy Period**, **You** render emergency medical treatment in the capacity of a Good Samaritan in response to a victim of a criminal act of murder, rape, sexual assault, violent robbery or a kidnapping, and **You** sustain a **Bodily Injury**, provided that medical evidence is presented from a medical practitioner certifying that **You** are unable to provide **Healthcare Services**, **We** will pay **You**, the individual named in the Schedule, the sum of \$5,000.

You must advise **Us** in writing during the **Policy Period**.

Despite SECTION V - LIMITS OF LIABILITY Automatic Reinstatement of **Your** Limit of Liability, **Your** Trauma Benefit will discontinue and will not be reinstated during the **Policy Period** once the sum has been paid.

c) Chauffeur Benefit

If, during the **Policy Period**, **You** sustain a **Bodily Injury**, provided that medical evidence is presented from a medical practitioner certifying that **You** are unable to operate a motor vehicle or travel on other available modes of public transport, **We** will pay the sum of \$2,000 for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport **You**, the individual named in the Schedule, directly to and from **Your** normal place of residence and normal place of work.

You must advise **Us** in writing during the **Policy Period**.

Despite SECTION V - LIMITS OF LIABILITY Automatic Reinstatement of **Your** Limit of Liability, **Your** Chauffeur Benefit will discontinue and will not be reinstated during the **Policy Period** once the sum has been paid.

d) Unexpired Membership Benefit

If, during the **Policy Period**, **You** sustain a **Bodily Injury** which results in a medical practitioner certifying that the **Bodily Injury** prevents **You**, the individual named in the Schedule, from continuing **Your** participation in any sport or gym activity for which **You** have pre-paid a membership, association or registration fee, **We** will pay **You** a pro-rata refund of such fees paid for the current season or membership period, up to a total amount of \$3,000.

You must advise **Us** in writing during the **Policy Period**.

Despite SECTION V - LIMITS OF LIABILITY Automatic Reinstatement of **Your** Limit of Liability, **Your** Unexpired Membership Benefit will discontinue and will not be reinstated during the **Policy Period** once the sum has been paid.

Definitions applicable to Health and Wellbeing Benefits

Accident means a single physical event that occurs by chance and is caused by sudden, external and identifiable means that could not have been expected by **You**. An Accident must occur during the **Policy Period**.

Act of Terrorism means any planning, action or threat of action where the planning or action is done or the threat is made against persons or property with the intention of advancing a political, religious or ideological cause.

Bodily Injury means an identifiable physical injury resulting solely and directly from an **Accident** and which occurs independently of any **Sickness** or any other cause, where the Bodily Injury and **Accident** both occur during the **Policy Period**. It does not mean a **Sickness** or a **Pre-Existing Condition**.

Pre-Existing Condition means any sickness, disease, disability, syndrome or other condition, including any symptoms or side effects:

1. which **You** are aware, or a reasonable person in the circumstances would be expected to have been aware in the twelve (12) month period prior to **You** being covered by this **Policy**;
2. which **You** have sought or received medical attention, undergone tests or taken prescribed medication, in the twelve (12) months prior to **You** being covered by this **Policy**; or
3. that is a terminal condition of which **You** had been diagnosed at any time prior to **You** being covered by this **Policy**.

Sickness means any illness, disease, disability, syndrome or other condition suffered by **You**, occurring during the **Policy Period** but does not include a **Bodily Injury** or a **Pre-Existing Condition**.

16. Public Patient Matters

We will pay on **Your** behalf all sums which **You** become legally obligated to pay as **Damages** in respect of a **Medical Incident**, arising out of **Healthcare Services** to a public **Patient**, to whom a hospital or area health service has agreed to provide medical care in a public hospital when **You** do not have an indemnity from the hospital, **Your** employer or a Government Scheme. It is a condition of this cover that **You** must provide written proof that **You** are not already indemnified for the public **Patient** work and **You** must have declared the public income in **Your** application for insurance.

There is no cover arising out of **Healthcare Services** to a public **Patient**, to whom a hospital or area health service has agreed to provide medical care, including medical, nursing and diagnostic services, when **You** are entitled to an indemnity by the relevant hospital, **Your** employer or a Government Scheme. On **Your** request and upon **Our** being provided with adequate details of the **Medical Incident**, **You** may ask **Us** for guidance on the **Medical Incident** in question.

This Insuring Agreement in no way acts as an indemnity for the **Medical Incident** itself unless coverage is provided under another clause in this **Policy**.

SECTION II – LEGAL FEES COSTS AND EXPENSES

The maximum amount payable under this Section II is the applicable Sub-Limit of Liability stated in the Schedule except as otherwise stated in the Clauses below.

We will pay on **Your** behalf all necessary and reasonable **Legal Fees, Costs and Expenses**, and notwithstanding Exclusion 6 Fines and punitive damages, when permitted by law, arising out of **Your** provision of **Healthcare Services**, which are incurred and reported to **Us** during the **Policy Period** and subject to the consent provisions of this **Policy** (including those in Section VIII, paragraph 2) in relation to:

1. Disciplinary Investigations and Complaints

Any complaint about or investigation in relation to **Healthcare Services** by or to a disciplinary, credentialing, accreditation, complaint body or similar proceedings commenced against **You** by any **Patient**, adjudication body, governmental or quasi-governmental agency, any professional society, hospital or healthcare organisation, a coronial inquiry or inquest, a criminal inquiry, investigation or proceeding which has jurisdiction to investigate and determine an outcome for the complaint or investigation, **We** will pay on **Your** behalf:

1. **Defence Costs** in respect of the complaint or investigation; and
2. Any legal costs **You** may be ordered to pay by a court or tribunal in relation to the above matters.

2. Restriction of practice

You restricting the ability of a medical practitioner to practice medicine where that medical practitioner is required by a training institution or medical board to be supervised, mentored or trained by **You** in order to obtain or maintain a qualification or registration.

3. National Disability Insurance Scheme

Providing an expert opinion in relation to the condition of an applicant of the National Disability Insurance Scheme.

4. Reporting

Reports about others as a result of reporting an incident or a healthcare **Professional** to a hospital, area health service or registration body where **You** were acting in good faith and in the public interest or **You** were required to do so by law.

5. Investigation

The matter described in 4. Reporting proceeding to an investigation or the relevant body requests additional assistance.

6. Employment

1. Defending any allegation made against **You** or **Your Practice** by **Your** former, current or proposed employee or contracted staff member that relates to or arises from the contract or proposed contract under which the employee or contracted staff member was, is or will be engaged to assist **You** in the provision of **Healthcare Services** including a complaint under anti-discrimination or equal opportunity legislation; or
2. Pursuing or defending any allegation against **Your** former, current or proposed employer that relates to or arises from the contract or proposed contract under which **You** were, are or will be employed to provide **Healthcare Services** in **Your** area of practice including a complaint under anti-discrimination or equal opportunity legislation; or
3. Pursuing or defending any allegation that relates to or arises from a contract or proposed contract under which **You** were, are or will be engaged as an independent contractor to provide **Healthcare Services** in **Your** area of practice including a complaint under anti-discrimination or equal opportunity legislation.

We will not indemnify **You** under this **Policy** when the **Claim** arises from the acts or omissions of an employee, contractor or any other person when those acts or omissions were:

1. Outside the terms and conditions of his or her employment, contract or agreement; or
2. Outside the boundaries of his or her training and/or qualifications; or
3. Not under **Your** direct supervision.

The maximum amount payable under this clause is the applicable Sub-Limit of Liability stated in the Schedule.

7. Documents

Replacement or restoration of **Documents** for which **You** are legally responsible and that have been destroyed, damaged, lost or mislaid provided always that the **Documents** were in **Your** custody or control or any other person to whom **You** entrusted, lodged or deposited such **Documents** in the ordinary course of **Healthcare Services**; and **We** will not be liable to make any payment arising out of wear, tear, gradual deterioration, moth or vermin.

8. Health or Medical Benefit Fund

A prosecution or responding to an inquiry brought by a health or medical benefit fund.

9. Subpoena

Challenging a subpoena to produce medical records which relate to **Healthcare Services** provided by **You**, if **You** believe in good faith and upon reasonable grounds that there is a reason to challenge the subpoena or the release of medical records pursuant to the subpoena.

10. Driving Offence

A prosecution for a motor vehicle driving offence which arises out of or is incidental to the provision of **Healthcare Services** where, if convicted, **You** may lose **Your** driving licence or **Your** driving licence may be suspended. This cover only applies to offences whilst driving to an emergency event.

11. Protection Order

An application for a protection order or an intervention order in the Magistrates' Court or Family Court, if **You** fear for **Your** or **Your** immediate family's safety, because of the behaviour of another person who is not a current or former family member.

12. Defamation

Pursuing a complaint against another person who is not a **Professional** where it is alleged that in the course of **Your** practice as a **Professional** **You** were defamed by that person, subject to the claim being meritorious and having reasonable prospects of success, including by reference to an external independent third party lawyer, should that be required. The costs of any such external advice shall erode the Sub-Limit of Liability for this Extension of Cover.

However, where negative comments appear online that are adverse without being defamatory, **We** will provide reasonable assistance to request that such comments be removed from the website on which they appear.

The maximum amount payable under this clause is the applicable Sub-Limit of Liability stated in the Schedule.

13. Privacy Notification Costs

Notifying any **Patient**, third party or regulator in accordance with **Your** legal responsibility as a result of any actual, alleged or suspected breach of privacy or duty of confidentiality in relation to personal information collected arising out of **Your** provision of **Healthcare Services**, regardless of whether a **Claim** has been made against **You**.

Provided always that **We** will not be liable for:

1. **Reputation Protection Costs**;
2. Wages, overtime, salaries or fees of **You** or **Your** employees;
3. Cost to comply with any injunctive relief.

14. Claims Preparation Costs

Out of pocket costs incurred by **You** at **Our** request in the preparation of the submission of a **Claim** which is covered under the **Policy**.

The maximum amount payable under this clause is the applicable Sub-Limit of Liability stated in the Schedule.

15. Claims Assistance Expenses

Reasonable expenses incurred by **You** at **Our** request or with **Our** consent to assist **Us** in the investigation or defence of the **Claim** including loss of earnings (subject to a maximum of \$2,000 per day for a maximum of ten days) because of actual time off from work while attending trial or arbitration in connection with such **Claim**.

16. Tax Audit Fees

Responding to an Australian Taxation Office audit of **Your** practice commenced during the **Policy Period** and which **You** notify **Us** about in writing during the **Policy Period**.

The maximum amount payable under this clause is the applicable Sub-Limit of Liability stated in the Schedule.

SECTION III – DEFENCE

1. Defence and Settlement

We have the right and duty to defend any **Claim** under Section I or II of this **Policy**, even if any of the allegations made against **You** are groundless, false or fraudulent. **Our** duty to defend will cease after the applicable Limits of Liability have been exhausted by payment of **Damages, Defence Costs and Legal Fees, Costs and Expenses**. In such event **We** have the right to withdraw from further defence of any matter indemnified under this **Policy**.

You, at **Your** own cost, will have the right to associate with **Us** in the investigation and defence of any **Claim**, but will not settle any **Claim**, incur any **Defence Costs** or **Legal Fees, Costs and Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without **Our** written consent, which will not be unreasonably withheld. **We** will not be liable for any **Damages, Defence Costs** or **Legal Fees, Costs and Expenses** assumed obligation or admission to which **We** have not consented.

We reserve the right to make any investigation **We** deem necessary to resolve any matter covered under Section I or II of the **Policy** **We** deem expedient. **You** agree to provide **Us** with all information, assistance and cooperation which **We** and/or any legal advisor or other provider that **We** appoint reasonably requests. **You** agree that **You** will do nothing that may prejudice **Our** position or potential or actual rights of recovery. Any prejudice suffered by **Us** as a result of **Your** actions may impact cover available to **You** under this **Policy**.

2. Advancement of Costs and Expenses

We will advance **Defence Costs, Legal Fees, Costs and Expenses**, and **Reputation Protection Costs**, as and when they are incurred but no later than thirty (30) days after We receive itemised invoices for the same and until such time that it is finally established that You are not entitled to cover under the terms and conditions of this **Policy**; provided that to the extent it is finally established that any such amounts are not covered under this **Policy**, You will repay any previously advanced amounts to Us.

3. Additional Assistance Payment

If We decide to settle a **Claim** and You do not agree that such **Claim** should be settled, You may elect to contest such **Claim** provided always that Our liability will not exceed the amount for which the **Claim** could have been settled including **Defence Costs** incurred up to the date of such election.

After the date that You elect to contest a **Claim**, We further agree to pay a contribution up to the maximum sum of \$25,000 in additional **Defence Costs** to assist You to continue to defend the **Claim**.

SECTION IV – EXCLUSIONS

We will not cover You for any matter which would otherwise be indemnified under Section I or Section II arising from, based upon or attributable to:

1. Ownership

Your ownership, financial interest or involvement in any business enterprise that is not defined as You in this **Policy**, whether or not such enterprise is engaged in the provision of **Healthcare Services**.

However, this exclusion does not apply to the provision of administrative or managerial services incidental to the practice of **Healthcare Services**.

2. Former or prospective partner

A present, former or prospective partner, officer, director, shareholder or their spouses, parents, children or siblings or any subcontractor of Yours arising directly or indirectly out of such relationships.

3. Pollution

The discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials into or upon the land, the atmosphere, or any watercourse or body of water.

4. Employment

Except as provided for in Section II – Legal Fees, Costs and Expenses Clause 6 Employment, arising directly or indirectly from or in respect of:

1. The death, bodily injury, disease or illness of any person arising out of or in the course of or in respect of their employment; or
2. Any unemployment or workers compensation, disability benefits, or other similar law; or
3. Any dispute concerning employment practices, including disputes concerning wrongful or unfair dismissal, discrimination, harassment or victimisation.

5. Contractual obligation

1. Liability or other obligation assumed or accepted by You under any contract or agreement, except to the extent that such liability would have attached to You in the absence of such contract or agreement; or
2. Guarantee or warranty.

6. Fines and punitive damages

Fines, taxes, or penalties or punitive, multiplied, aggravated or exemplary damages.

7. Dishonesty

Any act which a court, tribunal or arbitrator finds, or which **You** admit guilt, to be a criminal, dishonest or fraudulent act or where there is a finding of criminal, dishonest or fraudulent activity and in such event, **You** will reimburse **Us** for all sums paid in connection with such **Claim**.

8. Intentional Acts

Wilful or reckless acts and/or omissions and/or intentional breach of statute or duty of care including but not limited to the transmission of a virus, bacteria or disease.

9. Unreasonable risk of harm

Procedures or clinical practice that poses an unreasonable risk of substantial harm to the public or patients and which is:

1. Clinical practice that is outside of **Your** training and experience; and/or
2. Clinical practice that has been prohibited by a registration board, College or authority.

10. Drugs and Alcohol

Any breach of duty or obligation whilst **You** were under the influence of any drug, alcohol, intoxicant, narcotic or illegal substance.

11. Cosmetic Surgery

Any cosmetic procedures carried out illegally or in breach of the Guidelines for registered medical practitioners who perform cosmetic surgery and procedures or State and/or Federal regulation or in the event of major cosmetic surgical procedures, surgery or surgical assisting where the primary medical practitioner does not hold Fellow of the Royal Australian College of Surgeons accreditation or the cosmetic surgery endorsement on their AHPRA registration.

12. Penile Cosmetic Procedures

Cosmetic urological procedures including penile lengthening or thickening.

13. Liposuction

Liposuction procedures that include over 500mL of aspirate in total.

14. Cosmetic Injectables

Any claim that arises out of the purchase and use of non-TGA approved product.

15. Legal Costs and Expenses without Consent

Legal Fees, Costs and Expenses incurred without **Our** consent, which shall not be unreasonably withheld, and any other costs incurred by **You** without **Our** prior written consent, irrespective of any cover provided under this policy.

16. Registration

A **Medical Incident** which took place or is alleged to have taken place while **Your** registration or certification to practice or dispense controlled substances was suspended, revoked, terminated or surrendered or where **You** were in breach of terms, conditions, notations, undertakings or limitations on **Your** registration.

17. Fees

The return, refund or withdrawal of any fees or charges.

18. Retroactive Date

Healthcare Services provided prior the **Retroactive Date**.

19. Assault and Battery

Any actual or alleged assault or battery committed by **You**, except where such conduct was intended to defend a person or property from a real risk of harm.

20. Revocation

Your provision of **Healthcare Services** by **You** on or after the date of a revocation, restriction or reduction of hospital privileges (except for temporary restriction due to incomplete medical records) or of a hospital-imposed punitive or disciplinary observation, proctorship, preceptorship, or required consultation that **You** have not reported to **Us** immediately in writing.

21. Medical Record

Any matter which involves **You**, or any person for whom **You** are legally responsible, in the creation, alteration or modification, with fraudulent intent, of the medical record of any person.

22. Sexual Misconduct and/or Sexual Assault

Sexual misconduct and/or sexual assault committed by **You**. **Defence Costs** will be provided to **You** until such time as it is judicially determined that **You** committed the sexual misconduct and/or sexual assault or until such time as an admission of the commission of sexual misconduct and/or sexual assault is made by **You**.

23. Anti-Competitive Conduct

Any actual or alleged unlawful restrictive trade practices, restraint of trade or unfair competition.

24. War/Terrorism

Any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any political or terrorist organisation.

25. Telehealth

Any **Healthcare Services** that involve:

1. A **Patient** who is outside of Australia at the time the **Telehealth Services** were provided; or
2. Proceedings brought against **You** in a court or other body outside of Australia or which apply the laws of a country other than Australia; or
3. **Telehealth Services** provided where **You** are outside of Australia for more than 120 days in the **Policy Period**; or
4. **Telehealth Services** outside of pathology and radiology where there has been no phone, video or face to face consultation by **You** with the **Patient** other than;
 - a) **Telehealth Services** where **You** have a prior written agreement with a medical practitioner or practice that has completed an in person consultation with the **Patient** in the last 12 months
 - b) **Telehealth Services** provided to a **Patient** who is receiving inpatient or emergency hospital treatment provided **You** are following protocols and accreditation requirements of that hospital

5. **Telehealth Services** where **You** are restricted to prescribing or recommending a particular company's products; or
6. A breach of any law or regulation issued by a government or statutory authority that relates to **Telehealth Services**; or
7. A breach of any guidelines issued by **Your** medical college or the Medical Board of Australia in relation to **Telehealth Services**.

26. Prior Matters

Any matter that:

1. Arises out of any matter reported to **You** in writing prior to or pending at the inception of this **Policy**; or
2. Arises out of or connected with any written statement or response to a request for information or documentation provided to or requested by a body which has jurisdiction to investigate or determine an outcome for a complaint or investigation, prior to or pending at the inception of this **Policy**. This includes: an adjudication body; a governmental or quasi-governmental agency; any professional society; a hospital or healthcare organisation; a coronial inquiry or inquest; or a criminal inquiry, investigation or proceeding;
3. Are derived from the same or essentially the same facts as alleged in any **Claim** or matter: as outlined in points 1 or 2 above; made prior to or pending at the inception of the **Policy**; or
4. Have been reported to any other insurer prior to the **Policy** inception date.

27. Public Patients

Healthcare Services to a public **Patient**, to whom a hospital or area health service has agreed to provide medical care, including medical, nursing and diagnostic services, when **You** are entitled to an indemnity by **Your** employer or another indemnity.

However, **We** will pay on **Your** behalf all sums which **You** become legally obligated to pay as **Damages** in respect of a **Medical Incident**, arising out of **Healthcare Services** to a public **Patient**, to whom a hospital or area health service has agreed to provide medical care in a public hospital when **You** do not have an indemnity from the hospital, **Your** employer or a Government Scheme.

You must provide written proof that **You** are not already indemnified for the public **Patient**.

28. Employer Indemnified

Arising out of **Healthcare Services**, when **You** are entitled to an indemnity by **Your** employer in respect of Section I – Insuring Agreements, or another's policy of professional indemnity that provides the same or similar cover. This exclusion will not apply to cover available under Section II - Legal Fees, Costs and Expenses.

29. Bankruptcy or Insolvency

Arising out of, based upon or attributable to **Your** actual or alleged insolvency, bankruptcy, administration or receivership.

30. Business

Arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

1. The sale of **Your** practice or business; or
2. Any employment contract or contract for services that results from that sale or is negotiated as part of that sale.

31. Related Entities

Except as provided for in Section I (clause 11 Cover for Employees and your Practice), and in Section II – Legal Fees, Costs and Expenses (clause 6 Employment), brought or maintained by or on behalf of:

1. Any associated entity (whether incorporated or not) of **Yours**;
2. Any person, firm, company or entity:
 - a. operated or controlled by **You**; or
 - b. operated or controlled by any employee, partner, nominee or trustee of **Yours**.

32. Sanctions

For any amount or provide any benefit hereunder to the extent that the provision of cover, payment of such amount or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

SECTION V - LIMITS OF LIABILITY

Regardless of the number or types of **Damages, Claims, Healthcare Services** provided, claimants or causes of action, involved, **Our** liability is limited as follows:

1. **Our** total liability to **You** for all **Damages** arising out of **Claims** in respect of **Medical Incidents** to which this **Policy** applies will not exceed the Limit of Liability stated in Item 6 of the Schedule as the Limit of Liability for "Each **Policy Period**."
2. If **We** conclude that, based on **Medical Incidents, Claims** or **Suits** which have been reported to **Us** and to which this insurance may apply, that the Limit of Liability is likely to be exhausted in the payment of **Damages, We** will notify **You** in writing.
3. When a Limit of Liability has been exhausted by the payment of **Damages, We** will notify **You** in writing, as soon as practicable, that:
 - a. The Limit of Liability has been exhausted; and
 - b. **Our** duty to defend **Claims** and **Suits** seeking **Damages** subject to that Limit of Liability had ended.
4. **We** will initiate, and cooperate in, the transfer or control, to **You**, of all **Claims** and **Suits** seeking **Damages** which are subject to the exhausted Limit of Liability and which were reported to **Us** before the Limit of Liability was exhausted. **You** must cooperate in the transfer of control of said **Claims** and **Suits**.
5. **We** agree to take such steps as it deems appropriate to avoid a default in, or to continue the defence of, such **Claims** and **Suits** until such transfer is completed, provided **You** cooperate in completing such transfer.
6. **We** will take no action whatsoever with respect to any **Claim** or **Suit** that is reported to **Us** after that Limit of Liability has been exhausted.
7. **You** must arrange for the defence of such **Claim** or **Suit** within a time period as agreed to by **Us**. Absent any such agreement, arrangements for the defence of such **Claim** or **Suit** must be made as soon as practicable.
8. **You** will reimburse **Us** for expenses **We** incur in taking those steps **We** deem appropriate in accordance with paragraph 3 b. above. **Your** duty to reimburse **Us** will begin on:
 - a. The date on which the applicable Limit of Liability is exhausted, if **We** sent notice in accordance with paragraph 2 above; or
 - b. The date on which **We** sent notice in accordance with paragraph 3 above.

9. The exhaustion of any Limit of Liability by the payments of judgments or settlements and the resulting termination of **Our** obligation to provide a defence under the **Policy** will not be affected by **Our** failure to comply with any of the provisions of this condition.
10. Sub-Limits of Liability are part of and not payable in addition to the Limit of Liability.

Limits of Liability and Defence Costs

Defence Costs will be provided in addition to the applicable Limits of Liability.

Automatic Reinstatement of Your Limit of Liability

If a **Claim** or **Claims** exhaust the Limit of Liability under this **Policy**, **We** agree to reinstate the Limit of Liability to the extent of the eroded amount, provided always that **Our** total amount payable under this **Policy** will not exceed:

1. The Limit of Liability in respect of any one **Claim**, and
2. Twice the Limit of Liability in respect of all **Claims** during the **Policy Period**.

SECTION VI – POLICY TERRITORY

This **Policy** applies to **Medical Incidents** occurring and **Legal Fees, Costs and Expenses** incurred:

1. Within the Commonwealth of Australia;
2. Outside the Commonwealth of Australia, other than in the USA, for up to 120 days of practice; and
3. Anywhere in the world when rendering emergency medical treatment without the expectation of compensation.

SECTION VII – CLAIMS CONDITIONS

1. All **Claims** arising out of the same **Medical Incident** will be considered as one **Claim** and subject to one **Retention**.
2. All such **Claims** constituting a single **Claim** will be deemed to have been first made on the date on which the earliest single **Claim** was first made, regardless of whether such date is before or during the **Policy Period**.
3. **You** must give **Us** notice as soon as practicable, of any **Suit, Claim**, or circumstances likely to result in a **Claim** or a claim for **Legal Fees, Costs and Expenses**. **You** should furnish **Us** with copies of reports, investigations, pleadings and all other documentation in connection therewith.

Notice of Claims are to be given to:

Email: Healthcareclaimsaustralia@bhspecialty.com
Mail: Berkshire Hathaway Specialty Insurance Company
GPO Box 650 Sydney NSW 2001
Phone: 1300 938 991 (24 hours)

SECTION VIII – CONDITIONS

Your failure to comply with any of the following terms and conditions may entitle Us to reduce Our liability for Your Claim.

1. Your Responsibilities

You must give and receive all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under the Policy.

2. Your Cooperation

You must cooperate with Us and any legal advisor or other provider that We appoint. You must not make any admissions, assume any liability, settle any Claim, or incur any expense, Defence Costs, Reputation Protection Costs, Legal Fees, Costs and Expenses without Our prior written consent.

You must not incur Defence Costs, Reputation Protection Costs, or Legal Fees, Costs and Expenses incurred under any cover or in connection with any Claim or Adverse Public Relations Event, without Our prior written consent, which consent will not be unreasonably withheld or delayed.

We will not be liable under this Policy for any such amounts incurred without such consent.

Upon Our request, You must assist in the settlement of any Claim or resolving any claim for Legal Fees, Costs and Expenses. You must also assist in enforcing any right of contribution or indemnity against any person or organisation. You must attend conferences with Us and any legal advisor we appoint, any hearings or other dispute resolution processes and assist in securing and giving evidence and obtaining the attendance of witnesses.

If We decide to settle a Claim or resolve any claim for Legal Fees, Costs and Expenses and You do not agree that such Claim or claim for Legal Fees, Costs and Expenses should be settled or resolved, You may elect to contest such Claim or claim for Legal Fees, Costs and Expenses provided always that Our liability will not exceed the amount for which the Claim or claim for Legal Fees, Costs and Expenses could have been settled or resolved including Defence Costs or Legal Fees, Costs and Expenses up to the date of such election.

In the event that You wish to appeal a decision in relation to a Claim or resolve any claim for Legal Fees, Costs and Expenses made by a court or regulator We will only contribute if, in the opinion of lawyers We appoint, You have reasonable prospects of success of the appeal, or if the outcome is likely to provide a substantial improvement for You.

3. Notification of Practice Changes

You or Your legal representative must:

1. Notify Us within 30 days of any changes in Your practice as shown on the application for this insurance.
2. Not practice medicine in any jurisdiction in which You are not properly registered to do so, other than to provide emergency medical treatment.

4. Cancellation

1. You may cancel the Policy at any time by notifying Us in writing. In such case We will be entitled to retain a pro-rata proportion of the Premium except in the event that We have paid a Claim, Defence Costs, Reputation Protection Costs or Legal Fees, Costs and Expenses on Your behalf. Where We have paid a Claim, Defence Costs, Reputation Protection Costs or Legal Fees, Costs and Expenses on Your behalf You will not be entitled a refund of any premium, this includes a Claim in the cooling off period of the Policy. The refund of unearned Premium by Us will be made as soon as practicable to You but will not change the effective date of cancellation of the Policy.

2. **We** may cancel the **Policy** in accordance with the *Insurance Contracts Act 1984 (Cth)*. In such case, **We** will be entitled to retain a pro-rata proportion of the Premium. The refund of unearned Premium will be made as soon as practicable to **You** but will not change the effective date of cancellation of the **Policy**.

5. Inspection and Audit

We will be permitted but not obligated to inspect **Your** premises and operations at any time. Neither **Our** right to make inspections nor provide a report will constitute an undertaking, on behalf of or for **Your** benefit, to determine or warrant that such premises or operations are safe or healthful, or are in compliance with any law, rule, or regulation or industry standard of health care.

6. Subrogation

If any payment is to be made under this **Policy** in respect of a **Claim**, **We** will be subrogated to all **Your** rights of recovery whether or not payment has in fact been made and whether or not **We** have been fully compensated for the loss suffered. **We** will be entitled to pursue and enforce such rights in **Your** name, who must provide **Us** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. **You** will do nothing to prejudice these rights. Any amount recovered in excess of **Our** total payment under the **Policy** will be restored to **You** less the cost to **Us** of such recovery. At **Our** sole discretion, **We** may, in writing, waive any of its rights in this clause.

7. Goods and Services Tax (GST)

Unless expressly stated otherwise, any amount payable in respect of this **Policy** is exclusive of GST. If GST is or becomes payable on any supply made in connection with this **Policy**, an additional amount is payable by the recipient of the supply equal to the amount of GST payable on that supply. If **You** are registered or required to be registered for GST **You** must tell **Us** **Your** Australian Business Number and entitlement to an input tax credit. **We** will ask **You** for this information if **You** lodge a **Claim**. If **You** fail to disclose or incorrectly disclose **Your** entitlement, **You** may be liable for GST on a **Claim** **We** pay. This **Policy** does not cover **You** for this GST liability, or for any fine, penalty or charge for which **You** may be liable.

8. Run Off Cover

If during the **Policy Period**:

1. **You** notify **Us** that **You** have ceased, or intend to cease, private medical practice for a period of more than twelve (12) months (other than on an occasional and gratuitous basis); and
2. **You** do not meet the eligibility criteria for the Run off cover scheme (ROCS).

We will in accordance with the *Medical Indemnity (Prudential Supervision and Product Standards) Act 2003*:

1. Offer to provide **You** with insurance cover under this **Policy** until the end of the **Policy Period**;
2. Offer to provide **You** with an annually renewable medical indemnity insurance cover for **Claims** that may be made against **You** after the **Policy Period** in respect of prior acts or omissions.

9. Difference in Conditions

If the cover that would have been provided under the **Previous Policy** is broader than that provided under this **Policy** for the same **Healthcare Services**, then **We** will pay on **Your** behalf all sums which **You** become legally liable to pay as:

1. **Damages** arising out of a **Medical Incident**, to which this **Policy** applies, including **Defence Costs**, as if the **Previous Policy** were still in force.
2. **Legal Fees Costs and Expenses** subject to the applicable **Policy** sub-Limit of Liability or the **Previous Policy** applicable Limit of Liability or sub-Limit of Liability whichever is the greater.

For this Difference in Conditions cover to operate **You** must provide to **Us** written evidence of the **Previous Policy**.

10. Retention

We will only pay for the amount of any **Claim** in excess of the **Retention**. For the avoidance of doubt, the **Retention** applies to all amounts payable under this **Policy**, including **Defence Costs**, unless expressly stated otherwise. The **Retention** is to be borne by **You** and will remain uninsured.

11. Governing Law

Any interpretation of this **Policy** or issue relating to its construction, validity or operation will be governed by the laws of the Commonwealth of Australia whose Courts will have exclusive jurisdiction in any dispute arising hereunder.

SECTION IX – DEFINITIONS

Words and phrases that are capitalised and bolded when used in this **Policy** have the following meaning:

"**Adverse Media Cover**" means national or local news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on **You** with respect to **Your** income, professional, reputation, community relations, public confidence or goodwill.

"**Adverse Public Relations Event**" means an event that, in **Your** good faith opinion, has resulted in or is reasonably likely to result in a need for **Public Relations Management Services** due to **Adverse Media Cover**, including such an event arising out of one of the following:

1. Allegations of fraud or improper billing; or
2. A **Security and Privacy Breach**.

"**Claim**" means:

1. Any written demand;
2. Any civil, statutory, administrative or regulatory proceeding (including arbitration, mediation, conciliation, or other alternative dispute resolution process), **Suit** or counterclaim.

"**Clinical Trial**" means research investigations in which people volunteer to test new treatments, interventions or tests as a means to prevent, detect, treat or manage various diseases or medical conditions.

"**Compliance Audit**" means the evaluation of the necessity and appropriateness of **Patient** care and costs of services provided through the review of medical records and reports by Medicare.

"**Damages**" means any amount that **You** are or become legally liable to pay in respect of settlements and judgments ordered against **You**. **Damages** does not include the return, withdrawal or reduction of professional fees, profits, charges or Medicare Benefits for **Healthcare Services** rendered by **You**.

"**Defence Costs**" means the necessary and reasonable costs of investigating, defending, adjusting, settling or appealing any **Claim** made against **You** and incurred by **You** or on **Your** behalf.

Defence Costs also means:

1. Interest on the amount of judgment that accrues after entry of judgment and before **We** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Liability;
2. Where required by law, prejudgment interest awarded against **You** on that part of the judgment **We** pay; and
3. Expert evidence or assistance in legal proceedings.

Defence Costs does not include any salaries, wages, overhead, benefits or benefit expenses.

“Documents” means all documents of any nature whatsoever including computer records and electronic or digitised data; but does not include any currency, negotiable instruments or records thereof.

“Healthcare Services” means:

1. Medical services within **Your** declared specialty being directly related to evaluating, diagnosing or treating patients, and the routine medical care incidental to the provision of such services to **Patients**.
2. A Medicare **Practitioner Review, Compliance Audit** and participation on medical or quality of medicine review committees, as may be required within the scope of **Your** duties.
3. Services as a member of a formal accreditation, credentialing or standards review or similar professional board or committee, as may be required within the scope of **Your** duties.
4. Formal clinical teaching and supervisory activities within the scope of **Your** declared specialty.
5. The rendering of emergency medical treatment without the expectation of compensation.
6. Working in management, administration, education, research, advisory, regulatory or policy development roles, and any other roles that impact on safe, effective delivery of **Healthcare Services**.
7. Participation in a **Clinical Trial** that has been approved by a properly constituted ethics committee and the **Clinical Trial** does not involve foetuses, pregnant women, gene therapy, stem cells or children less than 16 years of age unless **We** have agreed to provide cover.

“Legal Fees, Costs and Expenses” means the necessary and reasonable fees, costs and expenses incurred in the conduct of or response to matters covered by SECTION II of this **Policy**. Legal costs and expenses do not include pursuing any allegation where **We** decide that there is no reasonable prospects of success, or even if successful, in **Our** opinion, is unlikely to provide a material benefit to **You**.

“Medicare Benefits Complaint” means actual or alleged fraud against Medicare, the Pharmaceutical Benefits Scheme, private health fund insurer or any other government programs administered by Medicare by the payment of any benefit or funds to any person who had no legal entitlement to such benefit or funds.

“Medical Incident” means any actual or alleged negligent act or omission in the furnishing of **Healthcare Services** by **You**.

“Patient” means any person seeking or receiving professional medical services from **You**, either on a private or public inpatient, outpatient or emergency basis.

“Policy” means this policy wording, its appendices, the Schedule, and any Endorsements attaching to this policy wording either at the commencement of or during the **Policy Period**.

“Policy Period” means the period commencing on the inception date shown on the Schedule and ending on the earlier of the expiration date shown on the Schedule or the effective date of cancellation of the **Policy**.

“Practice” means the wholly owned practice of the individual named as the insured in the Schedule including their trusts and trustees associated with the provision of **Healthcare Services**.

“Practitioner Review” means an independent review by **You** of the clinical practice of a practitioner, surgeon, or other health care **Professional** with respect to the quality of care and treatment of **Patients**.

“Previous Policy” means the mandatory professional indemnity insurance policy issued in Australia by a Medical Defence Organisation to **You** in the policy period immediately prior to this **Policy Period** commencing.

“Professional” means any person who renders **Healthcare Services** to **Patients**.

“Public Relations Management Firm” means any firm hired by **You** or **Us** to perform **Public Relations Management Services** in connection with an **Adverse Public Relations Event**.

“Public Relations Management Services” means those services performed by a **Public Relations Management Firm** in advising **You** on minimising potential harm to **Your** reputation from a covered **Adverse Public Relations Event** by managing **Adverse Media Cover** and maintaining and restoring public confidence in **You**.

“Reputation Protection Costs” means the following reasonable and necessary fees and expenses incurred as a result of an **Adverse Public Relations Event**:

1. Fees charged by a **Public Relations Management Firm** for the performance of **Public Relations Management Services** for **You**;
2. Expenses incurred by a **Public Relations Management Firm** in the performance of **Public Relations Management Services** for **You**; and
3. Fees and expenses for:
 - a. printing, advertising and mailing of materials; and
 - b. travel by **You** or the **Public Relations Management Firm**; which are incurred at the direction of a **Public Relations Management Firm**.

Reputation protection costs do not include any **Defence Costs** or any salaries, overhead, fees, loss of earnings or benefit expenses incurred by **You**.

“Retention” means all amounts to be borne by **You** including **Defence Costs** which will remain uninsured.

“Retroactive Date” means the date specified in the Schedule.

“Security and Privacy Breach” means any unauthorised or improper access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information, whether or not it is associated with any electronic data breach, including, but not limited to, any patents, **Trade Secrets**, processing methods, customer lists, financial information, credit card information, health information, or any other type of non-public information.

“Suit” means any Suit or other civil, administrative or mediation, conciliation or arbitration proceeding in which **Damages** arising out of a **Medical Incident** are alleged and/or claimed.

“Telehealth services” means the electronic transmission of health information and images in the delivery of both clinical and non-clinical health-related services, using a range of telecommunications technologies including but not limited to online questionnaires or online text chat.

“Trade Secrets” means any information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

“You/Your” means:

1. The individual named as the insured in the Schedule.
2. A medical practitioner who is temporarily serving as locum for **You** whilst **You** are temporarily absent. Locum will not include any medical practitioner engaged by **You** on a temporary basis to provide additional staffing.
3. Any volunteer worker authorised by the named Insured while acting within the scope of their duties and under the direct supervision of the individual named as the insured in the Schedule.
4. Any healthcare student who is in a training program sponsored and controlled by the individual named as the Insured in the Schedule while acting within the scope of their duties as such under the direct supervision of the individual named as the Insured in the Schedule.

If **You** die or become legally incompetent, this insurance will automatically terminate but **Your** legal representative will be covered for any **Medical Incident** previously committed by **You** before **You** died or became legally incompetent, provided such **Medical Incident** is otherwise covered by this **Policy**.

“We/Us/Our” means Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA. Liability is limited. ABN 84 600 643 034, AFS Licence No. 466713).