

# MEMBER SCHEDULE

<b>Policy Number</b>	Completed post purchase
<b>UMR</b>	B1284OB24A970A
<b>Policy Type</b>	Professional Indemnity and Public & Products Liability Insurance Policy.
<b>Professional Service</b>	Services and related activities within your scope of practice.
<b>Name of Insured Member ("Covered Party")</b>	Completed post purchase
<b>Interested Party</b>	Completed post purchase
<b>Policy Period</b>	Completed post purchase
<b>Limit of indemnity</b>	<p>Professional Indemnity: The maximum for any one claim is \$20,000,000 and \$60,000,000 for all claims in the aggregate in the <b>period of insurance</b> per <b>member</b>.</p> <p>Public &amp; Products Liability: The maximum for any one claim is \$20,000,000 and \$60,000,000 for all claims in the aggregate in the <b>period of insurance</b> per <b>member</b>.</p> <p>This limit of indemnity is subject to the sub-limits of indemnity as set out in the policy wording.</p>
<b>Retroactive date</b>	As per the retroactive date endorsement
<b>Deductible</b>	NIL
<b>Territorial Limits</b>	Worldwide excluding USA and its protectorates
<b>Jurisdiction</b>	Australia
<b>Policy Wording</b>	Professional Indemnity and Public & Products Liability Wording - 07.22 V3
<b>Insurer</b>	Certain Underwriters at Lloyd's led by QBE Syndicate 1886

## Sub-Limits

<b>Abuse</b>	\$250,000 <b>sub-limit of indemnity</b> each and every <b>claim</b> and in the aggregate and is applicable to any one <b>period of insurance</b> .
<b>Continuous Cover</b>	Cover to the limit of indemnity for each claim and in the aggregate for the <b>period of insurance</b> inclusive of costs and expenses
<b>Coronial Inquiry Costs and Expenses</b>	\$250,000 each criminal proceeding and \$200,000 in the aggregate for costs and expenses only.
<b>Court Attendance Costs</b>	Up to \$250 per day for court attendance costs incurred by employees of the insured or subsidiary; or up to \$500 per day for court attendance costs incurred by directors, partners, or principals of the insured or subsidiary.
<b>Criminal Proceedings Costs and Expenses</b>	\$500,000 each criminal proceeding and \$500,000 in the aggregate for costs and expenses only.
<b>Extended Reporting Period</b>	60 days after the expiration or cancellation of the policy, see policy for full conditions.
<b>Intellectual Property</b>	\$50,000 each claim and in the aggregate for the policy period inclusive of costs and expenses.
<b>Libel and Slander</b>	\$200,000 each inquiry inclusive of costs and expenses and \$200,000 in the aggregate for the policy period.

## Endorsement(s)

<b>Breach of Confidentiality</b>	\$20,000,000 each and every claim and in the aggregate in any one <b>period of insurance</b> .
<b>Breach of Intellectual Property</b>	\$100,000 <b>sub-limit of indemnity</b> each and every <b>claim</b> and in the aggregate in any one <b>period of insurance</b> .
<b>Contractual Liability</b>	\$20,000,000 each and every claim and in the aggregate in any one <b>period of insurance</b> .
<b>Inquiry Costs and Expenses</b>	\$20,000,000 each and every claim and \$40,000,000 in the aggregate in any one <b>period of insurance</b> inclusive of costs and expenses
<b>Loss of Documents</b>	\$20,000,000 each and every claim and \$40,000,000 in the aggregate in any one <b>period of insurance</b> inclusive of costs and expenses
<b>Member Therapy and Counselling Expenses</b>	\$1,000 each claim and \$1,000 in the aggregate for out of pocket expenses for the <b>period of insurance</b> .
<b>Out of Country Cover</b>	Notwithstanding the territorial limits shown on the member schedule, we agree to extend cover when you perform your business outside of the territorial limits on a temporary basis up to a maximum of 110 days in any one period of insurance, however, the jurisdictional limits will remain as stated in this schedule.
<b>Public Relations Expenses</b>	\$50,000 each and every claim and in the aggregate for the period of insurance for costs only.

**Telehealth Extension**

Covered for Telehealth services via Skype, online, phone or over the internet provided advice is within the scope of practice of the Insured Member.

Jurisdictional and territorial limits of the policy apply.

**Shockwave Treatment**

Covered to the limit of indemnity as stated on your schedule for every claim and in the aggregate in any one period of insurance.

**Surgery Assistant**

The insured member named in this Certificate is covered for activities carried out whilst working within their scope of practice as a surgical assistant ("Permitted Activities").

For the purpose of this endorsement, Permitted Activities includes but is not limited to, passing instruments to the surgeon, holding retracting instruments to allow the surgeon access to the surgical site, performing suturing of the patient for surgical closure, and any other activity within their scope of practice and level of training.

Other than in respect of Permitted Activities, 'Surgery' is excluded by the Policy in full.

**SWIFT Technology**

Covered to the limit of indemnity as stated on your schedule for every claim and in the aggregate in any one period of insurance. We cover you, your business and practice staff in respect of claims arising from the use of SWIFT technology, when used by qualified practitioners only on the arms below and including the elbow, and the legs, below and including the knee.

**Use of Heat**

This endorsement overrides the 'Use of Heat' exclusion within the Policy Wording.

'Use of Heat' permitted within scope of practice under the policy

## Endorsement Coverage Details

The following Endorsements apply to your policy. Capitalised words used in the Endorsements have the same meaning given to them in the policy wording unless they are defined differently in an Endorsement. If they are defined differently in an Endorsement that definition only applies to that Endorsement.

### Breach of Confidentiality

**We** will cover **you** in respect of **your** civil liability for any **claim** for compensation arising from any breach of confidentiality including any breach or alleged breach of **privacy and health records legislation** arising as a result of **your business**.

The most **we** will pay **you** under this section is the limit shown in the member schedule as the **limit of indemnity** each and every claim and in the aggregate in any one **period of insurance**, however, this extension does not apply to any costs or expenses **you** incur in replacing, reinstating, rectifying or erasing any personal data.

### Breach of Intellectual Property

**We** will cover you against **your** civil liability for compensation arising from any **claim** made against **you** for any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism as a result of **your business**.

### Contractual Liability

**We** will cover **you** in respect of **claims** made against **you** in the **period of insurance** in relation to contractual liability in connection with **your business**. This clause does not operate to cover any liability assumed by contract, waiver, guarantee or warranty, unless liability would have attached in the absence of such contract, waiver, guarantee or warranty.

The most **we** will pay **you** under this section is the limit shown in the member schedule as the **limit of indemnity** and is applicable to any one **period of insurance**.

### Inquiry Costs and Expenses

**We** will pay **your costs and expenses**, up to the **sublimit**, resulting from **your** response or attendance at any **inquiry** into the performance of **your professional services**, first commenced during the **policy period** or arising out of a **claim** made or circumstance notified during the **policy period**. This additional benefit does not apply in relation to **your** appeal of any **inquiry** or any finding of any **inquiry** except with **our** prior written consent which will be based on our assessment of the likelihood of the decision made being overturned and subject to independent legal opinion.

## Loss of Documents

Notwithstanding the Documents exclusion, if there has been damage to **documents**, **we** will cover **you** against all reasonable costs and expenses **you** incur in replacing and restoring such **documents** relating to **your business** provided that:

- a. such loss or damage is sustained during the **period of insurance** while the **documents** are either in transit or in **your** custody or any person to whom **you** have entrusted in the course of the normal conduct of **your business**;
- b. where the **documents** are in paper format, **you** ensure that adequate systems are in place for their storage and protection and **you** have taken reasonable steps to ensure that where applicable, copies of such documents are scanned and stored in an electronic format;
- c. where the **documents** are in electronic format, **you**, or any person to whom **you** have entrusted, has in place sufficient and proper procedures for the security and daily back-up of such **documents**; and
- d. the amount of any **claim** under this section shall be supported by invoices or accounts which shall be subject to approval by **us** or a competent person nominated by **us**.

The most **we** will pay **you** under this section is the limit shown in the **member schedule** as the **limit of indemnity** and is applicable to any one **period of insurance** and excludes any claims arising out of any infringement of the Privacy Act 1988.

## Member Therapy and Counselling Expenses

The following extension clause is added to and forms part of this Policy. It is subject to the exclusions and conditions precedent set out below, as well as to the exclusions, terms and conditions of the Policy which are not inconsistent with those below.

**We** will pay on **your** behalf, but subject to **our** prior agreement, any **gap payment** for **therapy and counselling expenses** up to the **sublimit**:

- incurred by **you** following **your** notification to **us** of an **inquiry** into the performance of **your professional services**; and
- provided that the **inquiry** was notified to **us** in accordance with this Policy during the **policy period**; and
- provided **we** have agreed to indemnify **you** for **your costs and expenses** resulting from **your** response or attendance at the **inquiry**.

This extension does not give rise to any right or duty to defend **you** or to pay **costs and expenses** on **your** behalf.

### Definitions

Wherever the following words or terms appear in bold in this extension, they mean what is set out below:

**Out of Country Cover****Public Relations Expenses****Therapy And Counselling Expenses**

Therapy and counselling expenses means therapy and counselling fees incurred by **you** in a **mental health treatment plan**.

**Mental Health Treatment Plan**

**Mental health treatment plan** means **your** receipt of mental health services for an assessed mental disorder pursuant to a referral under the Medicare Benefits Schedule (Better Access) Initiative by:

- a GP managing **you** under a GP Mental Health Treatment Plan; or
- under a referred psychiatrist assessment and management plan; or
- a psychiatrist.

**Gap Payment**

**Gap Payment** is the amount in deductible of the Medicare rebate for which you are liable.

**Exclusions****Pre Existing Conditions**

**We** will not cover **you** for any mental disorder that **you** knew **you** had prior to the inception date of this Policy.

All other terms, conditions, limitations and exclusions remain unaltered.

Notwithstanding the territorial limits shown on the member schedule, **we** agree to extend cover when **you** perform your business outside of the territorial limits on a temporary basis up to a maximum of 110 days in any one period of insurance, however, the jurisdictional limits will remain as stated in the member schedule.

**We** agree to pay reasonable fees, costs, and expenses incurred by **you** for the appointment of a public relations consultant for the sole purpose of protecting **your** reputation that has been brought into question as a direct result of a **claim** covered by this **policy**, provided always that:

- a. a. **you** notify **us** on first becoming aware of **your** reputation being brought into question and **you** provide full written details outlining the circumstances surrounding the event; and
- b. b. **we** have given prior written consent to retain the services of such public relations consultant.

**BMS Risk Solutions Pty Ltd**

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