

This Financial Services Guide (FSG) contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance and financial services including how any complaints you may have will be dealt with. Guardian are licensed as a General Insurance Broker (AFS Licence Number 255319) to deal in, and advise on, general insurance products for wholesale and retail clients. This FSG is designed to assist you in deciding whether to use our services.

If we provide you with advice about your personal circumstances, we will also give you a Advice Summary, which confirms the advice we have given and explains our fees for arranging the insurance we have recommended. If we recommend a particular insurance product to you, or you ask us to arrange insurance, we will also provide you with a Product Disclosure Statement containing information about the policy.

WHO DO WE ACT FOR WHEN PROVIDING THE FINANCIAL SERVICE?

We will usually provide financial services on your behalf. In some circumstances, we may act as agent of the insurer and not for you. These circumstances arise where we have an authority to effect an insurance policy under a binder agreement with the insurer. This means we can enter into the contract on the insurer's behalf. However any advice we provide to you is given on their behalf.

FEES FOR OUR SERVICES

You are entitled to know how and what we will charge for our services and what other benefits we receive. The way we are remunerated will depend on the advice and level of service being provided. These arrangements are described in more detail below.

Placing your Insurance

We receive remuneration for placing your insurance. This remuneration may consist of a fee, a commission paid to us by the insurer, or a combination of both. Our total remuneration will vary depending on the product we arrange but is in the range of 15% - 40% of the premium.

Where we charge you a fee, it will be calculated as 0 – 40% of the premium quoted to you. This fee is payable in addition to the premium. Where we receive commission, it will be an amount calculated as 0 – 25% of the premium. The commission is included in the premium quoted to you.

In all instances our total remuneration (i.e. from the commission paid by the insurer, our fee, or both) will not exceed 40% of the premium.

Profit share commission

We have entered into an Intermediary Profit Share (IPS) agreement with the insurers of our binding facilities. Provided that we meet certain criteria, including profitability, we will receive additional commission by way of a share of the profit we generate for those insurers. This will be a payment from these insurers based on:

the profit that they earn on certain business; and/or

the volume of certain business we provide to them,

within an agreed period (usually 12 months). We may be paid a percentage of the profit on our portfolio or an agreed amount. This will depend on the level of profit achieved. If there is no profit, we will not receive any additional payment.

TERMS OF PAYMENT - INVOICES

Where we invoice you for the premium, statutory charges (e.g. stamp duty, GST, fire services levy, etc) and our fees for arranging your insurances, you must pay us before the commencement of the contract of insurance.

If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured. The insurer may also charge a short term penalty premium for the time on risk. Where a new policy or endorsement to an existing policy has been arranged by us, our fees will usually be payable notwithstanding a subsequent decision by you not to proceed with that cover.

COMPLAINTS AND DISPUTES

If you are not fully satisfied with our services, and you are unable to resolve the matter satisfactorily with your adviser, please contact our internal disputes officer, Mr Alan Mackay, who is responsible for handling complaints and disputes. We will acknowledge your complaint in writing and endeavour to resolve your problem within 15 days.

We are a member of the Financial Ombudsman Service (FOS). If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to FOS. FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au.

All complaints and disputes concerning insurer's decisions about coverage or claims on Insurance Policies or Policies arranged under Binding Authorities have their own dispute resolution procedures which can be found in the appropriate Policy Wording or Product Disclosure Statement.

PROFESSIONAL INDEMNITY INSURANCE

Guardian Underwriting Services Pty Ltd is covered under Professional Indemnity Insurance which we believe meets the requirements of Section 912B of the Corporations Act. The insurance (subject to its terms and conditions) will continue to cover claims relating to employees who no longer work for us (but did at the time of the conduct).

CONFLICTS OF INTEREST

We are obliged to disclose all aspects of our business in which actual, apparent, potential or perceived conflicts of interest may arise to promote the following primary outcomes:

- (a) confident and informed decision making by consumers;
- (b) fairness, honesty and professionalism by those who provide financial services; and
- (c) fair, orderly and transparent markets for financial products.

PREMIUM FUNDING

Guardian Underwriting Services Pty Ltd has a facility with Hunter Premium Funding Ltd to provide our clients with financing of insurance premiums over an extended period. Where we recommend or arrange premium funding for you with Hunter Premium Funding, we will be remunerated. The remuneration Hunter Premium Funding pays us is in consideration for referring this business to them and for the document preparation and information transfer. We will not recommend premium funding for you unless we consider it is appropriate for your circumstances.

PRIVACY

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the insurance companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information. You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy.

PRIVACY STATEMENT

Guardian Underwriting Services Pty Ltd has always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have now been set by the Privacy Act and the National Privacy Principles (NPP), which came into effect on 21st December 2001. All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as Insurance Brokers or as stated in this document.

How & why do we require your Personal Information

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member.

The information is collected to allow us to provide our insurance broking services including to arrange and place insurance cover, assess and underwrite risks, properly administer your claims, and source and facilitate finance.

Disclosure of your Personal Information to third parties

As we have a duty to maintain the confidentiality of our clients affairs, we only disclose information to third parties who we believe are necessary to assist us in providing, managing and administering the services we provide and products we are involved with. These third parties are also required to abide by the National Privacy Principles and use the personal information only for the services that they supply.

What we expect of you

Guardian aim to ensure that your personal information is up to date and accurate.

Please contact us if:

- You need to seek access to, or revise your personal information
- You feel that the information we currently have on record is incorrect or incomplete.

Transfer of information overseas

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or re-insurers are based overseas and we need to provide your personal information to them to arrange your cover.

Opting out

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.

How to contact us

If you wish to gain access to your personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other matter relating to our Privacy Policy, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.

Your Rights and Our Obligations

Details of your rights and our obligations under the Privacy Act and the National Privacy Principles, are contained in the General Insurance Code of Practice which can be accessed at www.codeofpractice.com.au

Guardian Underwriting Services Pty Ltd

ABN 21051930105 AFS Licence No 255319



Medical Malpractice and Public & Products Liability Insurance Certificate

This document contains information regarding Your Certificate. The Certificate schedule is the attachment, which specifically details Your Insurance Programme. You should retain this Certificate wording and schedule in a safe place.

Guardian Underwriting Services Pty Ltd
137 Moray Street South Melbourne 3205
PO Box 7660 Melbourne VIC 3004

Telephone 03 8699 8800
Facsimile 03 8699 8810
E-mail insure@guardianunderwriting.com.au
Website www.guardianunderwriting.com.au

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) contains important information required under the Corporations Act 2001. Dated September 2009

The Purpose of this PDS

This PDS has been prepared to assist You in understanding the insurance Certificate and making an informed choice about Your insurance requirements. This PDS sets out the significant features of the insurance Certificate including its benefits, risks and information about how the insurance Premium is calculated. You still need to read the Certificate wording for a full description of the terms, conditions and limitations of the insurance Certificate.

General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the Insurance Industry. Details about the Code are shown in the Certificate wording under "General Insurance Code Of Practice" on page 13.

Who is/are the Insurers

Certain Underwriters at Lloyd's are the Insurer of this Certificate.

Who is Guardian Underwriting Services Pty Ltd

Guardian Underwriting Services Pty Ltd (Australian Financial Services Licence Number 255319) hereinafter called "Guardian" is the Authorised Representative of the Insurer(s). This insurance contract is written under a 'Binding Authority Agreement', which gives Guardian authority to bind insurance contracts on behalf of such Insurer(s). As a consequence Guardian is acting as Agent of such Insurer(s) and not as Your Agent. Guardian is NOT the Insurer for this contract and is NOT liable for any loss or Claim. The Insurer(s) are clearly shown on the schedule.

How to contact Guardian Underwriting Services Pty Ltd

You may contact Us by any of the following ways:

- < By telephone on 03 8699 8800 (Melbourne)
- < In writing at 137 Moray Street, South Melbourne, VIC 3205

Your Cooling-Off Period

If You decide that You do not wish to continue with this Certificate, You have twenty-one days after the commencement of this insurance to request cancellation. We will provide You with a refund of Premium less proportional time on risk and associated charges, provided You have not made a Claim under the Certificate.

What to do if You have a Dispute

Any dispute should be referred in writing to Managing Director, Guardian Underwriting Services Pty Ltd, 137 Moray Street, South Melbourne, Vic 3205. If You are still not satisfied with the way a complaint has been dealt with You may ask the Complaints Department at Lloyd's to review Your case without prejudice to Your rights in law. The address is Lloyd's Australia, Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW 2000, telephone (02) 9223 1433. Lloyd's Australia will respond in writing within 15 working days, and if You remain dissatisfied with their response You will be provided at that time with the details of any other avenues for resolution that may be available to You. If You are still dissatisfied the dispute may be referred to the Financial Ombudsman Service.

Your Privacy

Lloyd's and its agents are bound by the obligations of the **Privacy Act 2001**. These set basic standards relating to the collection, use, disclosure and handling of personal information. "Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion. An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, Your complaint should be addressed to Guardian. This may be done either verbally or in writing to Complaints Officer, Guardian Underwriting Services Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If You are dissatisfied with the response, You may refer the matter to Lloyd's Australia, which has the appropriate authority to investigate and address matters of this nature.

Your Duty of Disclosure

Before You enter into a contract of general insurance with an Insurer, You have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter You know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so on what terms.

You have the same duty to disclose those matters to the Insurer before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- < that diminishes the risk to be undertaken by the insurer;
- < that is of common knowledge;
- < that Your Insurer knows or, in the ordinary course of its business, ought to know;
- < as to which compliance with Your duty is waived by the Insurer.

It is important that all information contained in the Proposal form is understood by You and is correct, as You will be bound by Your answers and by the information provided by You in the proposal. You should obtain advice before You sign the proposal if You do not properly understand any part of it.

Your duty of disclosure continues after the Proposal form has been completed up until the contract of insurance is entered into.

If You fail to comply with Your duty of disclosure, the Insurer may be entitled to reduce its liability under the contract in respect of a Claim or may cancel the contract. If Your non disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

How to apply for Insurance

Complete Our Proposal form. If We accept Your application for Insurance and You pay the relevant Premium, You will receive a schedule that sets out details of the Insurance You have taken out.

Significant Features and Benefits

The Insurer shall indemnify the Insured for all sums within the Limit of Indemnity which the Insured shall become legally liable to pay as damages (including Claimant's costs) as the result of any Claim first made against the Insured during the Period of Insurance resulting from any Wrongful Act committed by the Insured or by any Employee of the Insured or by any person or organisation acting on behalf of the Insured when so acting, in the course of services or contractual obligations undertaken by the Insured to a patient or patients in the course of the Insured's Profession or in the provision of a Good Samaritan Act.

The Insurer will also, inclusive within the Limit of Indemnity, indemnify the Insured against Defence Costs and Expenses incurred with the Insurer's prior written consent in:

- a. the defence, handling or settlement of any Claim covered under Insuring Clause 1.1 of the Certificate Wording; and
- b. legal representation for the Insured's attendance at:
 - i. any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body;
 - ii. any Coroner's Inquest arising out of the death of any patient of the Insured;
 - iii. the prosecution (criminal or otherwise) of the Insured; or
 - iv. any disciplinary proceedings against the Insured

in connection with the carrying on of the Insured's Profession where such investigation, examination, inquiry, inquest or other proceedings is first notified to the Insured and to the Insurer during the Period of Insurance and is investigating an alleged Wrongful Act of the Insured.

Each practitioner working from a practice, whether the practice is owned by a sole trader, partnership or a Company must complete a separate Proposal form and pay a Premium. This applies whether the relationship between the practitioners is by way of employment, sub-contracting or other.

The insurance is extended to indemnify the Insured against all sums within the Limit of Indemnity which the Insured shall become legally liable to pay compensation in respect of:

1. bodily injury (which expression includes death and illness)
2. damage to property (which expression includes loss of property)

arising out of an accident and happening in connection with the Professional Services carried on at or away from the address of practice specified in the schedule. See page 16 of the wording for full details and additional benefits of this extension.

The indemnity limit is combined for Medical Malpractice and Liability, not separate Limits of Indemnity for each.

Significant Risks

The Certificate is subject to the terms, conditions, exclusions and limitations in this Certificate. Under some circumstances, this Certificate will not provide any insurance cover to You. To fully understand the cover provided the Certificate should be read in full.

Claims Made Wording

Subject to its terms and conditions the Certificate will cover Your legal liability for any Claim:

- < first made against You during the Certificate Period;
- < resulting from any circumstance of which You become aware during the Certificate Period which could give rise to a future Claim against You provided You immediately inform Us in writing of such circumstances within the Certificate Period.

The Certificate will NOT cover Your legal liability resulting from any Claim, matter, occurrence or circumstance arising from any act, error or omission committed or alleged to have been committed of which You were aware before commencement of the Certificate Period.

Minimum and Deposit Premium

The insurance has a Minimum and Deposit Premium and as such no refund is payable should You cancel Your Certificate unless it is within Your Cooling-Off Period (refer to page 4).

Claim Notification

The Insured shall give to the Insurer immediate notice in writing during the Period of Insurance:

- a) of any Claim made against them;
- b) of the receipt of notice from any person of an intention to make a Claim against them;
- c) of any investigation, examination, inquiry, inquest or proceeding as described in Insuring Clause 1.2 Defence Costs and Expenses item (b) (refer to page 7) of which the Insured becomes aware in the Period of Insurance and which involves the investigation of an alleged Wrongful Act of the Insured.

See Certificate Conditions of the Certificate Wording for full details.

Excess

Excess means the amount You must pay towards a Claim. See Certificate Wording under "Excess" on page 14 of the Certificate Wording. The amount of the excess, if any, is specified on Your certificate schedule.

Costs

The Premium payable by You will be shown on Your schedule. We take into consideration a number of factors in setting our Premiums. These include but are not limited to factors relating to the level of cover provided, and the insurance history of applicants. Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and Stamp Duty and where applicable Fire Services Levy.

How the Goods and Services Tax affects Your Claim

Where we make a payment under this Certificate for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made. Where we make a payment under this Certificate as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

Taxation Information

Underwriters show all taxes and charges as separate items on all schedules (e.g. stamp duty and the Goods and Services Tax).

CERTIFICATE WORDING

The Insured having submitted the Proposal form to the Insurer, the Insurer agrees to indemnify the Insured, in consideration of the Premium paid or to be paid by the Insured, subject to the terms, conditions, exclusions and limitations in this Certificate.

1 INSURING CLAUSES

1.1 The Insurer shall indemnify the Insured for all sums which the Insured shall become legally liable to pay as damages (including Claimants' costs) as the result of any Claim first made against the Insured during the Period of Insurance resulting from any Wrongful Act committed by the Insured in the course of services or contractual obligations undertaken by the Insured to a patient or patients in the course of the Insured's Profession or in the provision of a Good Samaritan Act.

1.2 Defence Costs and Expenses

The Insurer will also, inclusive within the Limit of Indemnity, indemnify the Insured against Defence Costs and Expenses incurred with the Insurer's prior written consent in:

- a) the defence, handling or settlement of any Claim covered under Insuring Clause 1.1 above; and
- b) legal representation for the Insured's attendance at:
 - i. any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body;
 - ii. any Coroner's Inquest arising out of the death of any patient of the Insured;
 - iii. the prosecution (criminal or otherwise) of the Insured; or
 - iv. any disciplinary proceedings against the Insured

in connection with the carrying on of the Insured's Profession where such investigation, examination, inquiry, inquest or other proceedings is first notified to the Insured and to the Insurer during the Period of Insurance and is investigating an alleged Wrongful Act of the Insured.

2 LIMIT OF INDEMNITY AND EXCESS

The Insurer shall only be liable under this Certificate to the extent that such liability exceeds the Excess. A separate Excess shall apply to each and every Claim and each and every Claimant. The Insurer's liability shall not exceed the Limit of Indemnity.

3 EXCLUSIONS

The Insurer shall not be liable for any Claim, Defence Costs and Expenses or Loss of whatsoever kind, in respect of or arising from or in relation to:

3.1 Known Claims and Circumstances

arising out of any circumstances or occurrences notified under any insurance attaching prior to the inception of this insurance or which should have been so notified, or any other circumstances or occurrences that a reasonable person would believe could give rise to a Claim under this Certificate which were or ought to have been known to the Insured prior to the inception of this Certificate.

In addition, the Insurer shall not be liable for or in connection with any Claim, Defence Costs and Expenses or loss of whatsoever kind in relation to Claims, facts or circumstances noted on the Proposal form specified in the schedule or any previous Proposal form, irrespective of how they are noted.

3.2 Other Insurance

in respect of which the Insured is, or but for the existence of this Certificate would be, entitled to indemnity under any other insurance or indemnity arrangements, except in respect of any Excess beyond the amount which would have been payable under such other insurance or indemnity had this Certificate not been effected.

3.3 Fraud and Dishonesty

or directly or indirectly caused or contributed to by any actual or alleged malicious, dishonest or fraudulent act or omission.

3.4 **Fines and Penalties**

or in connection with any taxes, fines, penalties, punitive, exemplary or other non-compensatory damages of any kind.

3.5 **Death and Bodily Injury**

death, sickness, disease, emotional distress, mental anguish, mental stress, personal injury or bodily injury, provided that this exclusion shall not exclude any Claim by or on behalf of a patient for a Wrongful Act in the course of services or contractual obligations undertaken by the Insured to that patient in the course of the Insured's Profession or in the provision of a Good Samaritan Act.

3.6 **Property Damage**

damage to or destruction of any property or loss of use thereof.

3.7 **Vehicle**

or directly or indirectly arising from the use, ownership or possession of any aircraft, watercraft, hovercraft, vessel, motor vehicle or any other vehicle or mechanically propelled mobile machinery, provided that this exclusion shall not exclude any Claim by or on behalf of a patient for a Wrongful Act arising out of any treatment given to a patient in any ambulance or other vehicle.

3.8 **Land**

any breach of duty owed by the Insured as owner or occupier of any land or building.

3.9 **Product Liability**

the manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, supplied or distributed by the Insured provided that this exclusion shall not exclude any Claim in respect of the supply of any medicinal products by the Insured to a patient in the course of any treatment.

3.10 **Employers' and Employment Liability**

any breach of duty owed by the Insured as an employer to any employee or former employee or applicant for employment, provided that this exclusion shall not exclude any Claim by any employee of the Insured who has been treated by the Insured as a patient when such Claim is brought in that capacity and when such treatment is for matters unrelated to the patient's employment and only when such treatment is carried out in accordance with the Insured's standard rules and procedures. For the purposes of clarification, such standard rules and procedures will include full consideration of required recovery periods and safety of all other employees and patients but the Insured may waive payment of its normal or any charges.

3.11 **Discrimination, Harassment and Molestation**

any alleged sexual harassment and/or sexual molestation of, or physical or psychological interference with, any person and/or racial discrimination.

This exclusion shall not apply to any Defence Costs and Expenses reasonably incurred in successfully defending a Claim alleging sexual harassment and/or sexual molestation of, or physical or psychological interference with, any person and/or racial discrimination if and after all allegations have been dismissed.

Insurers total liability for all Claims under this clause shall not exceed \$50,000 any one Claim and in the aggregate per Period of Insurance.

3.12 **Directors' and Officers' Liability**

any person acting in his capacity as a Director or Officer of any company or other entity or as a Trustee of any trust.

3.13 **Warranties and Guarantees**

any express indemnity, warranty (except warranty of authority) or guarantee or similar provision save insofar as such liability would have arisen to the same extent in the absence of such express indemnity, warranty, guarantee or similar provision.

3.14 **Trading Losses**

or in connection with any trading losses or trading liabilities of the Insured.

3.15 **Insolvency**

or directly or indirectly to the insolvency or bankruptcy of the Insured.

3.16 Claims by the Insured

any Claim made against any Insured by any other Insured or by any parent, subsidiary or associated company or by any person having a financial, executive or controlling interest in the Insured, unless the original Claim emanates from an independent third party, provided that this exclusion shall not exclude any Claim by any principal, partner or director of the Insured who has been treated by the Insured as a patient when such Claim is brought in that capacity and when such treatment is carried out in accordance with the Insured's standard rules and procedures. For the purposes of clarification, such standard rules and procedures will include full consideration of required recovery periods and safety of all other employees and patients but the Insured may waive payment of its normal charges.

3.17 Defamation and Intellectual Property Rights

any defamation, libel or slander, or passing off or breach of any copyright, patent or other intellectual property right.

3.18 Information Technology

- a) the failure of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
- b) the failure of any plant and/or machinery, including without prejudice to the generality of the foregoing any computer, data processing equipment or media, microchip, integrated circuit, or similar device, or any software, whether the property of the Insured or of any third party, correctly to recognise any date;
- c) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance; or
- d) business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means. This exclusion shall not apply if the Insured can prove, to the reasonable satisfaction of the Insurer, that the liability to the Insured would have attached in the absence of the fact that the business was conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.

3.19 Maintaining Insurance

the failure to arrange and/or maintain insurance.

3.20 Specific medical conditions

Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or Creutzfeldt- Jakob Disease (CJD) or any syndrome or condition of a similar kind, howsoever it may be named.

3.21 Wrongful detention

any unlawful detention.

3.22 Claim(s) against Medical Practitioners and Health Professionals

any Claim(s) made against any Medical Practitioner or any Health Professional alleging any act, error or omission committed in the course of their professional duties.

3.23 Pollution

or directly or indirectly caused by or contributed to by or arising from any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reClaimed) or contamination of any kind.

3.24 **Radioactivity**

or directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity (except a Claim by a patient relating to the therapeutic use of radioactivity) from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.25 **War**

or directly or indirectly caused by or contributed to by or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority.

3.26 **Terrorist Action**

or directly or indirectly caused by or contributed to by or arising from any Terrorist Action.

This exclusion also excludes loss, damage, costs or expense of whatsoever nature arising from a Claim or loss directly or indirectly caused by or contributed to by or arising from any action taken in controlling, preventing or suppressing any Terrorist Action.

In the event of any portion of this exclusion being found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.27 **Territorial Limits**

any Claim made outside the Territorial Limits stated in the schedule or under the laws of countries outside such Territorial Limits, or for the enforcement of a judgement obtained in such countries or under such laws, or any Claim, Defence Costs and Expenses or loss arising from any Wrongful Act committed outside such Territorial Limits.

3.28 **Retroactive Date**

or directly or indirectly from any act, error, omission or event occurring wholly or in part before the Retroactive Date (if any) stated in the schedule.

3.29 **Hypnotherapy**

hypnosis and/or hypnotherapy performed in whole or in part for any purpose other than the treatment of the patient. The Insurer shall not be liable for any Claim arising from or related to allegations of alteration, interference, removal or implanting of a patients memory unless undertaken for therapeutic purposes and with the patients prior written consent.

4 **CONDITIONS**

4.1 **General**

The Insured must comply strictly with all the terms, conditions, limitations and exclusions of this Certificate. Strict compliance by the Insured with all the terms, conditions, limitations and exclusions is a condition precedent to any liability of the Insurer to make any payment hereunder.

4.2 **Notification**

The Insured shall give to the Insurer immediate notice in writing during the Period of Insurance:

- a) of any Claim made against them;
- b) of the receipt of notice from any person of an intention to make a Claim against them;
- c) of any investigation, examination, inquiry, inquest or proceedings as described in insuring clause 1.2 (b) of which the Insured becomes aware in the Period of Insurance and which involves the investigation of an alleged Wrongful Act of the Insured.

Notwithstanding anything to the contrary in this Certificate, the indemnity provided applies to Claims made against the Insured in the Period of Insurance and not to circumstances which may or which may reasonably be expected to give rise to a Claim against the Insured, whether or not those circumstances are notified to Underwriters. The Insured may have statutory rights under the Insurance Contracts Act 1984 to notify such circumstances, but those rights do not form part of this Certificate.

It is hereby understood and agreed that notwithstanding the Excess, any Claim must be notified to the Insurer immediately and handled and controlled by the Insurer (as provided below) or no indemnity shall be afforded by this Certificate in respect of any such Claim.

4.3 No admission of liability/Claims control

The Insured shall not make any express or implied admission of liability or other arrangement, offer, promise or payment or incur or agree to incur any Defence Costs and Expenses without the Insurer's prior written consent. The Insurer shall be entitled in its absolute discretion to take control of the investigation, defence and settlement of any Claim or to prosecute in the name of the Insured for its own benefit any Claim for indemnity or otherwise against any third party. The Insured shall give all such information, co-operation and assistance as the Insurer may reasonably require to enable the Insurer or any person appointed to act on the Insurer's behalf to investigate any Claim under this Certificate and the Insurer's possible liability therefore and to conduct the investigation, defence or settlement of any Claim. The Insured shall at its own expense provide any person appointed by the Insurer with all information, evidence, documents and assistance as may be required for the proper and efficient conduct of any Claim. The Insured shall in the conduct of any Claim comply with all rules of Court and orders made by the Court, shall follow all reasonable advice given by any Solicitors appointed by the Insurer, shall attend any hearings, meetings or conferences as may reasonably be required and shall sign any documents as may reasonably be required.

4.4 Settlement of Claims

The Insurer shall not settle any Claim without the consent of the Insured. If however the Insured shall refuse to consent to any settlement recommended by the Insurer and shall elect to contest a Claim, then the Insurer's liability for such Claim (including Defence Costs and Expenses) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs and Expenses incurred up to the date of such refusal, and then only up to the Limit of Indemnity as noted in the schedule.

4.5 QC Clause

The Insured shall not be required to contest any legal proceedings unless Counsel of not less than fifteen years standing (to be selected by the Insurer after consultation with the Insured) should advise that such proceedings can be contested with a reasonable prospect of success.

4.6 Dishonest and Fraudulent Claims

If the Insured makes any Claim for indemnity knowing the same to be false or fraudulent as regards amount or otherwise, this Certificate shall be void and the Premium and all Claims hereunder shall be forfeited.

4.7 Fraudulent and Intentional Conduct

This Certificate shall be void and the Premium and all Claims hereunder shall be forfeited for any liability caused or arising directly or indirectly out of or in connection with:

- a) dishonest, fraudulent, criminal or malicious conducts;
- b) wilful breach of statute; or
- c) conduct intended to cause Personal Injury or Property Damage (or conduct with reckless disregard for Personal Injury or Property Damage)

by the Insured or anyone acting on the Insureds behalf or with the Insureds knowledge or connivance.

4.8 Subrogation

The Insurer agrees not to exercise its subrogated rights of recovery against any employee of the Insured unless the payment giving rise to such right has been brought about or contributed to by any malicious, dishonest, fraudulent or criminal act or omission of that employee, or that employee has the benefit or was required under the terms of his or her contract with the Insured to have the benefit of liability insurance or other indemnity arrangements in respect of any such Claim against them.

4.9 Avoidance of Certificate

In the event of the Insurer being at any time entitled to avoid this Certificate ab initio by reason of the inaccuracy or omission of any material information given or which ought to have been given by

the Insured, the Insurer may, at its election, instead of avoiding this Certificate ab initio give notice in writing to the Insured that it regards this Certificate as of full force and effect save that there shall be excluded from the indemnity afforded hereunder any Claim which has arisen or which may arise and which is related to circumstances which ought to have been disclosed but which were not disclosed to the Insurer. This Certificate shall then exclude such Claims or circumstances as if such an exclusion had been specifically endorsed ab initio.

4.10 Patient Records

Patients' records must be retained for a minimum of 10 years.

4.11 Cancellation

- a) By the Insurer:
This Certificate may be cancelled by or on behalf of the Insurer in accordance with the Insurance Contracts Act 1984 (Cth) by 30 days notice given in writing to the Insured at the address stated in the schedule or at their last known address or Registered Office (if a Company), and the Premium shall be adjusted on the basis of the Insurer retaining pro rata Premium.
- b) By the Insured:
The Insured may cancel their Certificate at any time provided the Insured notifies the Insurer in writing that they wish to cancel their Certificate.

Please note that the Premium paid by the Insured is a Minimum and Deposit Premium and where cancellation of the Certificate is required by the Insured there will be no return Premium unless within Your cooling-off period (refer to page 4 Product Disclosure Statement).

4.12 Medical Unions and Societies and other Insurance

Any Medical Practitioner or any Health Professional (whether they be the Insured, an employee of the Insured or any sub-contractor of the Insured) shall belong to and shall subscribe to the Medical Defence Union or Medical Protection Society or other equivalent organisation (in the case of a surgeon, physician, doctor or dentist) or the Royal College of Nursing or Royal College of Midwives or other equivalent organisation (in the case of a nurse or midwife) or shall be otherwise insured under a certificate of insurance against their own malpractice, professional errors, omissions or negligence with a Limit of Indemnity no less than the Limit of Indemnity as shown in the schedule attaching hereto.

4.13 Loss Avoidance

The Insured shall at all times take all reasonable steps to avoid or minimise loss hereunder.

Without prejudice to the generality of the foregoing the Insured agrees that:

- a) hypodermic needles shall be used once only;
- b) any other instrument having need to contact or penetrate tissue shall be either:-
 - i. used once only or
 - ii. sterilised using one of the following disinfection process options:

Instrument boiler	100°C	5-10 minutes
Sub Atmospheric steam	73°C	10 minutes
Washer disinfectant	65°C	5-10 minutes
	70-71°C	3 minutes
	80°C	1 minute
	90°C	1 minute
- c) any surface which has received spillage of human or animal or body fluid or has been contacted by human or animal tissue shall be disinfected by the use of one of the following:
 - Formaldehyde
 - 2% Glutaraldehyde
 - 70% Alcohol
 - Chlorine releasing agents
 - Clear soluble phenols

The disinfectant chosen must be effective, compatible with the items processed and, if an irritant substance is used, all traces of the disinfectant must be removed before the instrument is re-used.

- d) the Insured shall ensure that all clinical waste is disposed of by an appropriately qualified waste disposal contractor;
- e) no medication shall be administered to a patient except in accordance with the prescription of an appropriate Medical Practitioner or Health Professional;
- f) before the commencement of the employment of any employee references are taken up and qualifications checked, all gaps in employment history are checked and all relevant local authority and police checks are undertaken.

4.14 **Good faith**

The Insured shall take all reasonable precautions to prevent any Claim, Defence Costs and Expenses or other loss of the type covered by this Certificate and agrees that it shall not, without the prior written consent of the Insurer, dispense with or materially alter any of the procedures, supervision, controls and checks or audit procedures as required by this Certificate or declared in the Proposal to the Insurer.

4.15 **Severall Liability**

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co – subscribing Insurer who for any reason does not satisfy all or part of its obligations.

4.16 **General Insurance Code of Practice**

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- When You or an Insured Person lodge a claim We will tell You or the Insured Person in plain language what information We need and how You or the Insured Person should go about making the claim.
- We will respond promptly to any request made for assistance with the claim and it will be considered and assessed promptly.

5 GOVERNING LAW AND DISPUTES

5.1 This Certificate shall be governed by the law of Australia.

5.2 Any summons, notice or process to be served upon the insurer may be served upon:

Lloyd's Underwriters General Representative in Australia
Suite 2 Level 21 Angel Place
123 Pitt Street Sydney NSW 2000

Which has authority to accept service and to enter an appearance on the Insurer's behalf and who is directed at the request of the Insureds to give a written undertaking to the Insureds that they will enter an appearance on the Insurer's behalf.

5.3 If a suit is instituted against any one of the Insurers all Insurers hereon will abide by the final decision of such court or competent appellate court.

6 SINGLE CERTIFICATE AND COMPANY AUTHORISATION

6.1 Save as expressly provided to the contrary, this Certificate shall be deemed to be a single unitary Certificate and not a severable Certificate or a series of individual certificates with each of the Insureds. However, the malicious, dishonest, fraudulent or criminal act or omission of any one individual shall not be imputed to any other individual.

6.2 The Insureds and each of them agree that the Insurer may deal with the Company (or if there is more than one Company, the Company named first in the Certificate) who shall act on behalf of all other Insureds in respect of all matters under and in connection with this Certificate.

7 COMPLAINTS

Unless specifically agreed to the contrary this insurance shall be subject to Australian Law. Any enquiry or complaint should be addressed in the first instance to Your Insurance Adviser. If following the above procedure, Your complaint has not been resolved, You should write to the:

Complaints Officer Guardian Underwriting Services Pty Ltd
137 Moray Street South Melbourne Vic 3205 Telephone (03) 8699 8800

If You are still not satisfied with the way a complaint has been dealt with You may ask the Complaints Department at Lloyd's to review Your case without prejudice to Your rights in law.

The address is:

Lloyd's Australia Suite 2 Level 21 Angel Place
123 Pitt Street Sydney NSW 2000 Telephone: (03) 9223 1433

Lloyd's Australia will respond in writing within 15 working days, and if You remain dissatisfied with their response You will be provided at that time with the details of any other avenues for resolution that may be available to You.

If You are still dissatisfied the dispute may be referred to the Financial Ombudsman Service.

8 DEFINITIONS

In this Certificate:

- a) Reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time, whether before or after the date of the inception of this Certificate.
- b) If any term, condition, exclusion or endorsement or part hereof is found to be invalid or unenforceable the remainder shall be in full force and effect.
- c) The headings herein are for reference only and shall not be considered when determining the meaning of this Certificate.
- d) References to the singular shall include the plural; references to the male gender shall include the female.
- e) The following words and phrases shall have the following meanings:

- 8.1 "Claim" means any demand on, or assertion of a right against, the Insured alleging a Wrongful Act which is communicated to the Insured. Claim also includes notification to the Insured in the Period of Insurance of any investigation, examination, inquiry, inquest or proceedings as described in Insuring Clause 1.2 (b).
- 8.2 "Company" means the company or other firm, partnership or individual stated in the schedule.
- 8.3 "Defence Costs and Expenses" means legal costs and expenses reasonably incurred by or on behalf of the Insured in the investigation and defence of a Claim with the prior written and continuing consent of the Insurer. It does not include the Insured's own costs and expenses or the costs of any employee of the Insured.
- 8.4 "Employee" means any person employed under a contract of service or apprenticeship excluding practitioners working in the practice during or prior to the commencement of the Period of Insurance
- 8.5 "Excess" means the amount stated in the schedule, which shall apply to all Claims under all Insuring Clauses including Defence Costs and Expenses.

- 8.6 “Extranet” means a restricted-access group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 8.7 “Good Samaritan Act” means any first aid or emergency medical assistance provided by the Insured who is present at any emergency by chance or in response to any call for emergency assistance, but it does not include any assistance provided for any valuable consideration unless that consideration forms part of the income of the Insured.
- 8.8 “Health Professional” means an individual who practices a health care related vocation and includes but is not limited to a registered health professional as defined in Section 4 of the Medical Indemnity (Prudential Supervision and Product Standards) Act 2003.

Notwithstanding the aforementioned this Certificate specifically provides coverage for the Insured as an audiologist, audiometrist, counsellor, hypnotherapist, psychotherapist, psychologist or a person practicing an approved modality.

- 8.9 Insured" means:
- a) The Company;
 - b) Any individual who is, has been or may during the Period of Insurance become a principal, partner or director of the Company, but only in respect of Claims arising out of work carried out by or on behalf of the Company, or when providing Good Samaritan Acts.
 - c) Where the Company is a partnership, any predecessor in business of the Company, but only to the extent of the liability attaching to the partnership.
- 8.10 “Insured’s Profession” means the business, modality or services described in the schedule.
- 8.11 Insurer” means certain Underwriters at Lloyd’s and any other participating insurance companies. The insurers’ obligations under the Certificate are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
- 8.12 “Internet” means the worldwide group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 8.13 “Intranet” means one or more inter-connected networks with access restricted to the Insured or persons authorised by the Insured via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 8.14 “Limit of Indemnity” means the amount stated in schedule and is the maximum amount payable by Insurers under this Certificate inclusive of Defence Costs and Expenses, irrespective of the number of Claims and/or the number of Claimants and/or the number of Insureds. The payment in respect of any Claim and/or any Defence Costs and Expenses in respect of any one Insured shall reduce the Limit of Indemnity available in respect of any other Claim and/or Defence Costs and Expenses involving the same or any other Insured.
- 8.15 “Medical Practitioner” means a Medical Practitioner as defined in Section 4 of the Medical Indemnity (Prudential Supervision and Product Standards) Act 2003.
- 8.16 “Period of Insurance” means the period stated in the schedule.
- 8.17 “Premium” means the amount the Insurer charges the Insured for the covers forming part of the Insured’s Certificate, plus any statutory charges such as Fire Service Levy, GST and Stamp Duty.

8.18 "Proposal" means the form completed by the Insured giving answers, particulars and statements in respect of the Insurance required by the Insured.

8.19 "Terrorist Action" means any actual or threatened:

- a) use of force or violence against persons or property, or
- b) commission of an act dangerous to human life or property, or
- c) commission of an act that interferes with or disrupts an electronic or communications system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority, or military force, when any of the following applies:
 - i) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy; or
 - ii) the apparent intent or effect is to cause alarm, fright, fear of danger, or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
 - iii) the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

8.20 "Wrongful Act" means any negligent act, negligent error or negligent omission.

8.21 "You/Your" means the person/s named in the schedule, attaching to this Certificate, as the Insured.

8.22 "We/Our/Us" means the Insurer (s) shown on the schedule

PUBLIC LIABILITY EXTENSION (Claims Made Certificate)

Subject to the terms, conditions, exclusions, Excess and Limit of Indemnity of this Certificate, except where varied hereunder, it is agreed that this insurance is EXTENDED to indemnify the Insured against all sums which the Insured shall become legally liable to pay Compensation in respect of:

1. bodily injury (which expression includes death and illness)
2. damage to property (which expression includes loss of property)

arising out of an accident and happening in connection with the Professional Services carried on at or away from the Address of Practice specified in the schedule.

Provided always that:

Such bodily injury or damage to property occurs within the Territorial Limits of this Certificate and results in a Claim being made against the Insured during the Period of Insurance as stated in the schedule and is reported to the Insurer during that period.

There shall be no liability under this extension for any Claim made against the Insured for bodily injury or damage to property sustained or alleged to have been sustained prior to the Retroactive date (if any) specified in the schedule.

Subject to the terms, conditions and exclusions of this Certificate and this Public Liability Extension

ADDITIONAL DEFINITIONS APPLYING TO THIS EXTENSION

Compensation means money paid or payable by reason of a judgement ordered against the Insured by a Court of Record or by reason of any settlement of a Claim negotiated with the Company's consent. It does not include amount by the way of aggravated, exemplary, punitive or multiple damages, or is for fines, penalties, liquidated damages or is incurred under a penalty clause.

Insured

"Insured" shall mean:

- a) the firm, partnership, company or individual named in the Schedule;
- b) any individual who is, has been, or may become during the Period of Cover a Principal, Partner or Director of the firm named in the Schedule but only in respect of Claims arising out of work performed for and/or on behalf of the firm, partnership or company named in the Schedule;
- c) any predecessor in business of the firm named in the Schedule, but only to the extent of the liability attaching to the firm, partnership or company named in the Schedule.

Vehicle means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power, and any trailer made or intended to be drawn by such machine, and any hovercraft.

Watercraft means any vessel, craft or thing made or intended to float on or in or travel on or through water.

ADDITIONAL BENEFITS APPLY TO THIS EXTENSION

1. Tenants Liability

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of the Insured's obligations as a tenant under any lease agreement to a lessor for actions, suits and demands in respect of:

- (a) bodily injury; or
- (b) damage to property;

provided that such injury or damage results from an accident arising from the use by the Insured, the Insured's invitees or licensees of a building at the Insured's business address or of passenger or goods elevators or escalators installed in that building.

2. Car Parking

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of the Insured's obligations as a tenant under any lease agreement to a lessor for actions, suits and demands in respect of:

- (a) bodily injury; or
- (b) damage to property;

provided that the injury or damage arises directly or indirectly out of or is caused by or in connection with the use of any Vehicle in the Insured's physical or legal control and the injury or damage occurs while that Vehicle is in a car park owned by or operated by the Insured.

This additional benefit (2) does not cover any liability:

- (a) arising out of or connected with the use of any Vehicle belonging to the Insured;
- (b) arising out of or connected with the use of any Vehicle used by the Insured or on the Insured's behalf independently of the Insured's operations as a car park owner or operator; or
- (c) arising directly or indirectly out of or caused by or in connection with the servicing, repairing or maintenance of any Vehicle.

Indemnity under this additional benefit (2.) will only apply in respect of any amount in excess of that provided by any other insurance held by a person other than the Insured.

For the purpose of this additional benefit (2.) the words "in the physical or legal control" in Additional Exclusion 2. (b) in this extension shall be omitted.

3. Indemnity to others

If the Insured so requests and it is agreed by the Underwriters the indemnity granted extends to Employees of the Insured in their business capacity arising out of the performance of the Insured's business.

AMENDMENT TO EXCLUSIONS APPLYING TO THIS EXTENSION

- 1. Exclusions 3.5, 3.6 and 3.8 of this Certificate do not apply to this Public Liability Extension.
- 2. The following Death and Bodily Injury exclusion applies to this Public Liability Extension excluding Claims arising from any;

Wrongful Act committed by the Insured or by any employee of the Insured or by any person or organisation acting on behalf of the Insured when so acting, in the course of services or contractual obligations undertaken by the Insured to a patient or patients in the course of the Insured's Profession or in the provision of a Good Samaritan Act.

ADDITIONAL EXCLUSIONS APPLYING TO THIS EXTENSION

This extension does not cover any Liability arising directly or indirectly from:

- 1. **Goods Sold and Supplied** Claims arising out of any defect or deficiency in goods sold or supplied (which expression includes containers) after such goods have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured other than goods sold or supplied at or from a canteen provided by the Insured primarily for the use of employees of the Insured.
- 2. **Lifts, Elevators, Vehicles, Aircraft and Water Craft** any Claims in respect of bodily injury or damage to property arising out of or caused by or in connection with:
 - (a) the use of any lift, elevator, escalator, hoist or crane in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured.
 - (b) the use of any Vehicle in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured but this clause (b) shall not apply to bodily injury or damage to property:
 - (c) arising out of the use of caretaking and/or cleaning tools of trade or electronically powered wheel chairs

- i. caused by or arising from the delivery or collection of goods to or from any Vehicle where such bodily injury or damage to property occurs beyond the limits of any carriageway or thoroughfare;
 - ii. arising out of the loading or unloading of or the delivery or collection of goods to or from any Vehicle used in work undertaken by or on behalf of the Insured but not in the physical or legal control of the Insured.
 - (d) the ownership, possession or use by or on behalf of the Insured of any aircraft or aerial device, hovercraft or Watercraft.
- 3. **Earthquake, Riots and War** Claims in respect of bodily injury or damage to property arising during (unless it be proved by the Insured that such bodily injury or damage to property was not occasioned thereby) or in consequence of:
 - i. earthquake, subterranean fire
 - ii. riot, civil commotion
- 4. **Boilers** Claims arising directly or indirectly from explosion of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any Statute or Regulation thereunder.
- 5. **Erection or Demolition** Claims in respect of bodily injury or damage to property directly or indirectly out of or caused by or in connection with the erection, demolition, alteration and/or addition to buildings by or on behalf of the Insured except an alteration or addition not exceeding in cost the sum of \$20,000.
- 6. **Family and Employees**
 - (a) Claims in respect of bodily injury
 - i. to any member of the family of the Insured ordinarily residing with the Insured or with whom the Insured ordinarily resides
 - ii. to any person arising out of or in the course of the employment of such person in the service of the Insured
 - iii. for payment under the Worker's or Workmen's Compensation legislation by any person in the service of any contractor or sub-contractor to the Insured or by any dependant of such person.
 - (b) Claims in respect of damage to property:
 - i. of the Insured or of any member of the family of the Insured with whom they ordinarily reside
 - ii. of any person in the service of the Insured arising out of the employment of such person
 - iii. in the physical or legal control of the Insured or of any member of his/her family ordinarily residing with the Insured or with whom the Insured ordinarily resides.
- 7. **Faulty Workmanship** Claims in respect of the cost of repairing, correcting, performing or improving any work or service undertaken or provided by or on behalf of the Insured.
- 8. **Vibration** Claims in respect of damage to any land or fixed property arising directly or indirectly from vibration or from the removal or weakening of or interference with the support to land buildings or any other property.
- 9. **Aircraft Landing Area** Claims in respect of a liability imposed upon the Insured by reason of the Insured's ownership occupation or control of any property or structure used as a landing area for aircraft provided such Claims arise out of such use as aforesaid. The term "landing area" shall include any area on which aircraft land, take off, are housed, maintained or operated.
- 10. **Pollution** Claims in respect of liability arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants, including the cost of removing, nullifying or cleaning up pollutants, and any fines, penalties, punitive or exemplary damage arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants. For the purpose of this exclusion, "pollutants" means any solid liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed. Notwithstanding the extent of this exclusion (10) the company will, however, pay a Claim for bodily injury or damage to property which is caused directly by a sudden, identifiable, unintended and (to the Insured) unexpected happening which takes place in its entirety at the Insured's practice address.

11. **Property Ownership** Claims arising directly or indirectly out of the ownership by the Insured of properties other than those at the Insured's practice address.
12. **Professional Liability** Claims in connection with the rendering of or failure to render professional advice or service including any treatment prescribed and/or administered by the Insured or on the Insured's behalf or an error or omission in connection therewith.

ADDITIONAL CONDITIONS APPLY TO THIS EXTENSION

Preserve Evidence The Insured shall use the best endeavours to preserve any damaged or defective appliances, plant or things, which might prove necessary or useful by way of evidence in connection with any Claim and so far as may be reasonably practicable, no alteration or repair shall be made to any premises, fencing, machinery, furnishings, fittings, appliances or plant without the consent of the Company until the Company shall have had an opportunity of inspection.

Reasonable Care The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent bodily injury or damage to property and shall take reasonable measure to maintain all premises, furnishings, fittings, appliances and plant in sound condition and to comply with all statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons or property.

PRODUCT LIABILITY EXTENSION
In respect of goods sold or supplied
(Claims Made Certificate)

Subject to the Terms, Conditions, Exclusions, Excess and Limit of Indemnity of this Certificate, except where varied hereunder, it is agreed that this Insurance is EXTENDED to indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of:

1. bodily injury (which expression includes death and illness);
2. damage to property (which expression includes loss of property)

arising out of an accident and caused by goods sold or supplied in connection with the Professional Services in or away from the Address of Practice specified in the schedule.

Provided always that:

1. such bodily injury or damage to property occurs within the Territorial Limits of this Certificate and results in a Claims being made against the Insured during the Period of Insurance as stated in the schedule and is reported to the Insurer during that period.
2. There shall be no liability under this extension for any Claim made against the Insured for bodily injury or damage to property sustained or alleged to have been sustained prior to the Retroactive Date (if any) specified in the schedule.

ADDITIONAL DEFINITION APPLYING TO THIS EXTENSION

Compensation means money paid or payable by reason of a judgement ordered against the Insured by a Court of Record or by reason of any settlement of a Claim negotiated with the Company's consent. It does not include any amount by the way of aggravated, exemplary, punitive or multiple damages, or is for fines, penalties, liquidated damages or is incurred under a penalty clause.

Insured means:

- a) The Company;
- b) Any individual who is, has been or may during the Period of Insurance become a principal, partner or director of the Company, but only in respect of Claims arising out of work carried out by or on behalf of the Company, or when providing Good Samaritan Acts.
- c) Where the Company is a partnership, any predecessor in business of the Company, but only to the extent of the liability attaching to the partnership.

AMENDMENT TO EXCLUSIONS APPLYING TO THIS EXTENSION

1. Exclusions 3.5, 3.6 and 3.9 of this Certificate do not apply to this Product Liability Extension.
2. The following Death and Bodily Injury exclusion applies to this Product Liability Extension excluding Claims arising from any;

Wrongful Act committed by the Insured or by any employee of the Insured or by any person or organization acting on behalf of the Insured when so acting, in the course of services or contractual obligations undertaken by the Insured to a patient or patients in the course of the Insured's Profession or in the provision of a Good Samaritan Act.

ADDITIONAL EXCLUSION APPLYING TO THIS EXTENSION

Design means the Insurer shall not be liable for Claims in respect of bodily injury or damage to property caused or arising directly or indirectly out of or in connection with any defective design, plan, error in formula or in specification of any of the goods processed or manufactured by the Insured or any instructions, warnings, advice or information on the characteristics, use storage or application of the Insured(s) Product(s).

Product Defect, Product Recall and Faulty Work means the Insurer shall not be liable Claims in respect of bodily injury or damage to property caused by or arising directly or indirectly out of or in connection with:

- a) any defect or lack of quality, any harmful nature, or unsuitability or ineffectiveness of goods processed or manufactured by the Insured;

- b) the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of, (or of any property which forms part of) goods processed or manufactured by the Insured are recalled from the market or from use because of any known or suspected defect or deficiency; or
- c) any Claim in respect of the cost of repairing, correcting, performing or improving any work or service undertaken or provided by or on behalf of the Insured.

ADDITIONAL BENEFITS APPLYING TO THIS EXTENSION

1. Indemnity to others

If the Insured so requests and it is agreed by the Underwriters the indemnity granted extends to Employees of the Insured in their business capacity arising out of the performance of the Insured's business.

ADDITIONAL CONDITIONS APPLYING TO THIS EXTENSION

Maintenance of Product Records means the Insured must keep and maintain, for at least 10 years after the date upon they are brought into existence or come into the Insureds possession, custody or control, documents and records:

- a) relating to research and development, specification, design and manufacturing of goods processed or manufactured by the Insured;
- b) showing the source and quality of components of goods processed or manufactured by the insured;
- c) identifying persons and entities comprising the distribution chain for goods processed or manufactured by the Insured;
- d) comprising sales records, including batch number and destination of goods processed or manufactured by the Insured; and
- e) detailing quality control, inspection, testing, repairs, replacements and recalls of goods processed or manufactured by the Insured.

The Privacy Policy of Lloyd's Australia

Lloyd's Australia is a proud supporter and signatory to the General Insurance Information Privacy Code (the Code). Our aim is to provide the highest service to Our Australian Certificateholders, and to that end, We have developed the following procedures for the fair handling of personal information.

Our Privacy Policy became effective 21 December 2001, and applies to all information collected about individual regardless of how or from where the information is collected. It may be collected in relation to a personal or a business Certificate, but does not protect information obtained regarding the business or its related entities. It also does not protect information regarding Our own employees.

Why We collect personal Information

Personal information is collected by Us in order to appropriately address Your insurance needs. Only information necessary for the completion of Lloyd's business or related activities will be collected. This includes information necessary to accept the risk, to assess a Claim, to determine competitive and appropriate Premiums, etc.

We may also sometimes collect personal information for the development of better products and services, and for conducting marketing and customer service research. We may sometimes share this information with Our related companies in order to serve You better.

Firstly We usually collect identifying information such as name, address, contact telephone numbers and email addresses. If You are applying for a product We may offer, We may also need to collect specific information that will enable Us to supply that product to You. We will collect and store this information in a manner that allows Us to assist You in the future.

Some products or services may require Us to collect 'sensitive information', which may include (but is not limited to) Your membership of associations, health data, criminal records. We will only collect this type of information in accordance with the Privacy Act. If You do not agree to provide Us with the information We request We may not be able to offer You the product or service You seek.

How We collect personal information

Where possible We will collect information about You, from You. If We obtain this information from other sources, We will take reasonable steps to advise You of this disclosure.

When You give Lloyd's personal information about other individuals, We rely on You to have made or make them aware that You will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information We rely on You to have obtained their consent on these matters. If You have not done or will not do either of these things You must tell Us before You provide the relevant information.

Disclosing this Personal Information

This information will only be disclosed to third parties where the disclosure is reasonably required to carry out Lloyd's business or activities unless You have authorised (or if required by law). Except where You have consented to it, We will limit the use and disclosure of any personal information provided to Us by third parties about You, to the specific purpose for which the information was supplied.

Some examples of entities We may disclose personal information about You to include (but are not limited to) Lloyds brokers, re-insurers, Lloyds underwriters, underwriting agents, Lloyds Regulatory Division, loss adjusters, assessors, investigators, lawyers, insurance reference bureaus, etc.

Security of Your Personal Information

We will endeavour to protect Your personal information from misuse, loss, unauthorised access, modification or disclosure. We will need to transfer Your personal information overseas in order to properly carry out Our business.

Accuracy of and Access to Your Personal Information

We will take reasonable steps to ensure that the personal information You provide is accurate, complete and up to date whenever it is used, collected or disclosed.

You are entitled to access Your information if You wish and request correction if required. We may request reasonable costs from You to cover retrieving and providing this information.

You may also opt out of receiving any marketing materials that may be sent by Us by contacting Us by telephone on 02 9223 1433.

Complaints regarding the handling of Your personal information

If You believe Your privacy may have been prejudiced, You have the right to make a complaint about the matter. In the first instance, Your complaint should be addressed to the issuer of Your Certificate. This may be done either verbally or in writing to them and their contact details will be found in Your Certificate documentation. They will investigate the matters raised by You and respond in writing within 15 working days.

If You are dissatisfied with their response, You may refer the matter to Us at Lloyd's Australia Ltd, where We have the appropriate authority to investigate matters of this nature. We can be contacted at

Lloyd's Australia
Suite 2 Level 21 Angel Place
123 Pitt Street Sydney NSW 2000 Telephone: +61 (0)2 9223 1433

We will respond in writing within 15 working days, and if You remain dissatisfied with Our response We will provide You with the contact details of the Privacy Compliance Committee, administered by Insurance Enquiries and Complaints. You will not be charged a fee for any of these complaint dispute services.