

# Renewal Invitation & Policy Schedule

## Health Care Liabilities Insurance



4 November 2022

**Please note; your Policy wording or Product Disclosure Statement, together with the Schedule and any Addendum, form Your contract of insurance with Us.**

Dear Therese

Thank you for being a Guild Insurance customer. Your policy is now due for renewal and expires at 4:00pm on 08/12/2022. We enclose your renewal invitation, so you can have the confidence of knowing we've got you covered.

All the details of your policy are contained in this schedule: policy summary, policy cover detail, important notices and Addendum. Please file this with your current policy documents. On payment, these documents will form your Health Care Liabilities Insurance Contract.

Please review the information contained in your attached Policy Schedule and Addendum. If your noted details or circumstances have changed, please let us know as you have a duty to disclose those changes to us.

If at present you are a small business entity conducting business with an aggregated turnover of less than \$2 million, a portion of your premium may be eligible for the NSW Stamp Duty Exemption on specific sections of your cover. To apply the relevant exemption to your premium, complete the small business entity declaration at [guildinsurance.com.au/policyhub](http://guildinsurance.com.au/policyhub)

### Your next steps

It's important that you now do the following:

- 1. Read and check your Renewal Invitation** – make sure everything is correct and the cover taken by you meets your needs.
- 2. Read and check your Addendum** – it is important that this information is correct as we rely on it to determine your premium and the terms on which we insure you. If you find any information that is incorrect, please call us immediately.
- 3. Read and check all Important Notices** – there is an important notice enclosed which outlines changes in your policy wording and your policy schedule. It is important that you read this information, and if you wish to discuss the information disclosed within, please call us immediately.

As you are paying by the month, there is nothing extra for you to do. Your monthly instalment deductions will automatically continue and you will continue to be covered,

### Take control of your insurance

You now have the freedom to manage your own account with our online account management service **Policy hub**. You will be able to view your policy details, update your personal information, select your communication preferences and make payments - even switch between annual payments and our free pay by the month facility. To register, visit [guildinsurance.com.au/policyhub](http://guildinsurance.com.au/policyhub)

### POLICY NUMBER

P0030 [REDACTED]

### CLIENT NUMBER

AC [REDACTED]

### TOTAL PREMIUM

\$699.99\*

### PAY MONTHLY

#### MONTHLY PAYMENT DATE

8th of each month

*or the next business day*

#### INITIAL PAYMENT

\$58.34\*

#### MONTHLY PREMIUM

\$58.34\*

**Monthly payments will vary slightly depending on the number of days in the month. However, all monthly payments will equal the Total Premium.**

*\*Includes all applicable charges*

*This document will be a Tax Invoice for GST once premium payment is received.*

For more information contact us on

**1800 810 213**

[guildinsurance.com.au](http://guildinsurance.com.au)

helping to provide peace of mind. If you wish to opt-out of automatic renewal and change your payment method to annual, please contact us.

[Need help?](#)

If you have any questions or need any assistance please call us.

Kind regards,

**Guild Insurance**

# Renewal Invitation & Policy Schedule

## Health Care Liabilities Insurance

### POLICY SUMMARY

#### Policy Number

P00301015

#### Policy Type

Health Care Liabilities Insurance

#### Policy Wording

GLD71101 v12/2022

#### Date of Issue

04/11/2022

#### Period of Cover

08/12/2022 - 08/12/2023 at 4:00pm

#### Insured(s)

[REDACTED]

#### Employment Category

Nurse Practitioner - Self Employed Part Time <20hrs p/w

#### Professional Services

Nurse

#### Business

Nurse

#### Interested Parties

None

### PREMIUM AMOUNT

Base Premium	\$602.34
Fire Service Levy*	\$0.00
GST	\$60.24
Stamp Duty	\$37.41
<b>Total Amount Payable</b>	<b>\$699.99</b>

\* In NSW this includes NSW State Emergency Services Funding Levy

### BUSINESS LOCATION(S)

- Australia Wide Cover

### SUMMARY OF SECTIONS TAKEN

Professional Indemnity	Y
Public and Products Liability	Y

### COVER FOR ALL BUSINESS PREMISES

#### Professional Indemnity

Limit of Liability any one Claim	\$5,000,000
Limit of Liability in the aggregate any one	\$15,000,000
Period of Cover	
Type of Cover	Claims Made
Retroactive Date	Unlimited
Statutory Liability sub-limit	\$50,000
Public Relations Costs sub-limit	\$50,000
Loss of Documents sub-limit	\$250,000
Court Attendance Costs sub-limit (Daily limits apply - refer to Policy wording)	\$25,000
Prior Business	Included
Territorial Limitation	Australia Only
Jurisdiction Limitation	Australia Only
Inquiries and Proceedings sub-limit	\$250,000

#### Excess (Costs Inclusive)

Basic Excess	Nil
Loss of Documents Excess	\$1,000
Public Relations Excess	\$1,000

### Public and Products Liability

#### Public Liability

Limit of Liability any one Claim	\$5,000,000
Limit of Liability in the aggregate any one	\$15,000,000
Period of Cover	
Type of Cover	Claims Made
Retroactive Date	Unlimited
Territorial Limitation	Australia Only
Jurisdiction Limitation	Australia Only
Care Custody or Control sub-limit	\$250,000

#### Products Liability

Limit of Liability any one Claim	\$5,000,000
Limit of Liability in the aggregate any one	\$5,000,000
Period of Cover	
Type of Cover	Claims Made
Retroactive Date	Unlimited
Territorial Limitation	Australia Only
Jurisdiction Limitation	Australia Only

#### Excess (Costs Inclusive)

Basic Excess	Nil
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## CHANGES TO YOUR STANDARD COVER

### Endorsements attaching to and forming part of the policy:

#### **PUBLIC AND PRODUCTS LIABILITY AND PROFESSIONAL INDEMNITY**

##### **Cosmetic Activities and Other Therapies Exclusion**

This Policy does not Cover and We will not be liable for any claim under this Policy for, directly or indirectly arising out of or in any way connected with:

- a) Botox injections and other cosmetic injectables;
- b) laser treatments;
- c) beauty and/or cosmetic treatments;

unless we have specifically agreed to provide cover and it is stated in the Schedule and You pay any additional Premium which We may require.

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#### **VACCINATION COVER ENDORSEMENT PROFESSIONAL INDEMNITY**

##### **New Additional Benefit – Vaccination Cover**

It is agreed that the following Additional Benefit is added to Section – Professional Indemnity:

###### Vaccination Cover

Notwithstanding exclusion 'Vaccinations' We will Cover You, Your Locum Tenens, Voluntary Workers or Your Student Practitioners for Your civil liability in respect of a Claim first made against You or a notice of an Inquiry first served on You during the Period of Cover where such Claim or Inquiry arises from the Administration of Vaccine:

Provided that:

prior to granting Cover We are satisfied that You complied with all relevant published professional and government protocols, including but not limited to government approved training, standards, directives, clinical guidelines and recommendations for the Administration of Vaccine which were applicable at the time of provision of a vaccine unless otherwise excluded by exclusion 'Vaccine Efficacy and Effects'.

#### **PUBLIC AND PRODUCTS LIABILITY**

##### **Products Liability Cover Amendment**

It is agreed that 'Products Liability' under 'What is Covered' in Section – Public and Products Liability is deleted in its entirety and replaced by the following:

###### Products Liability

We will Cover You for Your civil liability in respect of any Claim for Bodily Injury, Property Damage or Advertising Liability where such Claim is first made against You and notified to Us during the Period of Cover as a result of an Occurrence happening in connection with the nature, condition or quality of Your Products unless otherwise excluded by exclusion 'Vaccinations':

Provided that:

We will not Cover You under Products Liability for any Bodily Injury, Property Damage or Advertising Liability which is Covered or could be Covered under Public Liability.

#### **EXCLUSIONS**

##### **New Exclusion – COVID-19 Vaccine Program**

It is agreed that the following exclusion is added to this Policy:

COVID-19 Vaccine Program

in respect of the Cover provided under Section – Professional Indemnity:

advice, given for a fee, provided in respect of the COVID-19 vaccination program, including but not limited to:

- a. the manner in which on-site storage and administration of the vaccine is managed;
- b. ensuring availability of an adequately skilled workforce; or
- c. compliance with the minimum site requirements.

##### **Manufacturing Activities Exclusion Amendment**

It is agreed that exclusion 'Manufacturing Activities' is deleted in its entirety and replaced by the following:

###### Manufacturing Activities

any Bodily Injury, Property Damage or Advertising Liability directly or indirectly related to any of Your Products or goods manufactured or wholesaled by You.

This exclusion will not apply where Your Products or goods are prepared by You for sale, supply, distribution in the normal course of Your Business at or from Your Business premises unless otherwise excluded by exclusion 'Vaccinations'.

##### **Products Exclusion Amendment**

It is agreed that exclusion 'Products' is deleted in its entirety and replaced by the following:

###### Products

in respect of the Cover provided under Section – Professional Indemnity:

the manufacture, preparation, modification, repair, sale, supply, maintenance, wholesale, distribution or treatment by You of any goods or products.

This exclusion will not apply where a Claim arises directly from a breach of professional duty in the provision of the Professional Services by You unless otherwise excluded by exclusion 'Vaccinations'.

##### **New Exclusion - Vaccine Efficacy and Effects**

It is agreed that the following exclusion is added to this Policy:

###### Vaccine Efficacy and Effects

- a. the failure or partial failure of any vaccine that You, Your Locum Tenens, Student Practitioners or Your Voluntary Workers store, receive, prepare, reconstitute, alter, administer, treat with, sell, supply, deliver or distribute to fulfil its intended use or function, meet the level of performance, quality, fitness or durability warranted or represented by You, Your Locum Tenens, Student Practitioners, Your Voluntary Workers or any other third party in the administration of a Vaccine Product; or
- b. Bodily Injury caused by a Vaccine Product.

For the purpose of this exclusion:

Vaccine Product means a preparation that is administered to stimulate the human body's immune response against a specific infectious disease.

##### **New Exclusion - Vaccinations**

It is agreed that the following exclusion is added to this Policy:

###### Vaccinations

the Administration of Vaccine unless otherwise covered by Additional Benefit 'Vaccination Cover' in Section - Professional Indemnity.

## DEFINITIONS

### New Definition - Administration of Vaccine

It is agreed that the following Definition is added to this Policy:

Administration of Vaccine

means the manufacture, storage, receipt, handling, preparation, reconstitution, alteration, administration, treatment, sale, supply, delivery or distribution by You, Your Locum Tenens, Student Practitioners or Your Voluntary Workers, of any vaccine.

## PROFESSIONAL INDEMNITY

### Midwifery Exclusion

This Policy does not Cover and We will not be liable for any claim under Section - Professional Indemnity for, directly or indirectly arising out of or in any way connected with any midwifery services provided by You or on Your behalf.

### Nurse Exclusion

This Policy does not Cover and We will not be liable for any claim under Section – Professional Indemnity for, directly or indirectly arising out of or in any way connected with:

- a) the termination of any pregnancy; or
- b) euthanasia.

## IMPORTANT NOTICES

### 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.

# Addendum

## Health Care Liabilities Insurance

### Important information - please read carefully

This Addendum summarises Our understanding of Your circumstances based on information You have previously provided to Us. It is important the information contained in the Addendum is accurate because We rely on this information to determine whether to insure You, the Premium We charge and the terms on which We will insure You.

Your duty of disclosure, as outlined in the Schedule under Important Notices, also applies to the information in this Addendum.

**If any information is incorrect, please call us immediately on 1800 810 213.**

### GENERAL

Policy number **P00301015**

Insured(s)

**Therese Cameron**

Are You a member of a Guild Insurance endorsed professional association? **No**

Are You a Business/Practice owner or a practitioner? **Practitioner (Combined Liabilities Only)**

### LIABILITY

#### PART A

**The following information relates to Your business overall and is not specific to any individual location.**

#### Your Business

Entity type **Sole Trader**

Do You engage qualified practitioners (e.g. employees, contractors) in Your Business? **No**

Employment Status **Nurse Practitioner - Self Employed Part Time <20hrs p/w**

#### Staff

Are You or any other individual in Your Business currently qualified and registered (where required) to provide the professional services and/or business activities? **Yes**

Do You provide professional services either: **No**  
 a) outside those permitted by Your registration for the services You are seeking Cover for?  
 b) for clinical research and/or clinical trials?

#### Claim History

In the last 5 years have you or any other person or entity to be covered by this policy: **No**

a) Been subject to a claim of the type covered by this proposed insurance; or  
 b) Become aware of any facts or circumstances which may give rise to a claim of the type covered by this proposed insurance; or

c) Been subject to any investigation, examination or inquiry for professional misconduct? This includes conditions, undertakings or reprimands attaching to your/their professional registration.

### PART B

**The following information relates to Your business activities at the address shown:**

**UNIT 1 83 SHIRLEY ROAD, WOLLSTONECRAFT NSW 2065**

#### Activities & Services

Do you perform any of the following services or activities:

Midwifery? **No**  
 Fertility treatment/IUD insertions? **No**  
 Botox and/or other cosmetic services or procedures? **No**

### AUSTRALIA WIDE COVER

#### Activities & Services

Do you perform any of the following services or activities:

Midwifery? **No**  
 Fertility treatment/IUD insertions? **No**  
 Botox and/or other cosmetic services or procedures? **No**