

Policy Number HEA-0146166

Policy Schedule

HEALTHCARE PROFESSIONALS CIVIL LIABILITY INSURANCE

Policy Number:	HEA-0146166		
Policyholder:	randgspecialistsupport.com.au Trading as r&g specialist support services .com.au		
Address of the Insured:	108 Church St DROUIN VIC 3818		
Healthcare Services:	NDIS Support Worker		
Insurance Period:	From: Tuesday, 23 January 2024 4:00 PM To: Thursday, 23 January 2025 4:00 PM		
Limit of Liability:	\$1,000,000 for any one claim or dishonest act and \$3,000,000 in the aggregate for Coverage Section A \$10,000,000 for any one claim and \$30,000,000 for clause 1.6 Public Liability and \$10,000,000 in the aggregate for insuring clause 1.7 Products Liability		
Maximum Aggregate Limit of Liability for the Policy:	\$3,000,000 for Coverage Section A \$30,000,000 for Coverage Section B		
Insuring Clause	Included: 1.1: Civil Liability Cover 1.2: Employee Fidelity Cover 1.3: Investigative Costs Cover 1.4: Spousal Liability Cover 1.5: Statutory Liability Cover 1.6: Public Liability Cover 1.7: Products Liability Cover	Limit of Liability Refer Policy Limit \$50,000 Refer Policy Limit Refer Policy Limit \$50,000 Refer Policy Limit Refer Policy Limit	Excess \$0 \$5,000 \$0 \$0 \$0 \$0 \$0
IMPORTANT NOTICE:	This Policy is written on a claims made and notified basis		
Extensions:	Included/Excluded: Policy Limits of Liability and Excess apply unless otherwise specified 2.1: Advancement of Defence Costs and Investigation Included 2.2: Automatic acquisition or creation of subsidiaries Included 2.3: Continuity of Cover Included 2.4: Discovery period following a change in exposure Included 2.5: Discovery period following non-renewal Included 2.6: Emergency Costs (Limit of Liability \$100,000; Excess \$0) 2.7: Reinstatement of the Limit of Liability Included 2.8: Retired or Resigned Insured Persons Included 2.9: Civil Penalties (Limit of Liability \$50,000; Excess \$0) 2.10: Court Attendance Costs (Limit of Liability \$100,000; Excess \$0) 2.11: Crisis Costs (Limit of Liability \$100,000; Excess \$0) 2.12: Defamation Included 2.13: Good Samaritan Acts Liability Included 2.14: Intellectual Property Included 2.15: Internet Liability Included 2.16: Joint Venture Liability Included 2.17: Loss of Documents (Limit of Liability \$100,000; Excess \$0) 2.18: Privacy & Health Records Legislation Included 2.19: Public Relations Costs (Limit of Liability \$100,000; Excess \$0)		

	2.20: Trade Practices Legislation Cover	Included
	2.21: Vicarious Liability	Included
	2.22 Public Relations Costs	Included
	2.23 Tenants Liability	(Limit of Liability \$5,000; Excess \$500)
	2.24 Direct Financial Loss Investigator Costs Policyholder	(Limit of Liability \$5,000; Excess \$500)
	2.25 Direct Financial Loss Investigator Costs ProRisk	(Limit of Liability \$5,000; Excess \$0)
	2.26 Contract Review	Excluded
	2.27 Panel Counsel	(Excess 1hr)
	2.28 Whistleblower Hotline	Included
Retroactive Date:	Unlimited, excluding known Claims and circumstances	
Policy Wording	ProRisk-General-Terms-Conditions v04.22 ProRisk-Healthcare-Professionals-Civil-Liability-Insurance-Policy v04.21	
Continuous Cover Date:	The date from which you first purchased and have continually held insurance with Professional Risk Underwriting Pty Limited (ProRisk)	
Territorial Limits:	Worldwide (excluding USA and Canada)	
Underwriters:	Professional Risk Underwriting Pty Limited trading as ProRisk for an on behalf of Swiss Re International SE Australia Branch (ABN 38 138 873 211)	
Premium:	As agreed – Refer Tax Invoice	

THIS IS TO CERTIFY that in accordance with the authorisation granted to ProRisk by the **underwriters** and in consideration of the **premium**, the **underwriters** agree to insure the stated **policyholder** in accordance with the terms and conditions of the **policy**.

In accepting this insurance, the **underwriters** have relied on the information and statements that **you** have provided on the **proposal**. You should read this **schedule** carefully and, if it is not correct, you should immediately contact **us**. This is an important document and should be kept in a safe place with all other papers relating to this **policy**.

Authorised by



Hamish McDonald Nye
Executive Director
Professional Risk Underwriting Pty Ltd

Endorsements

Hypnotherapists Endorsement

Endorsement Number: HCP0008

It is agreed that the following clause is added to the **policy**:

In respect of the following **Healthcare Services**:

- Hypnotherapy;
- Hypnobirthing - Excluding Delivery Advice;
- Emotion Code Practitioner;
- Psychological Kinesiology (Psych-K);
- Psychotherapists - Excluding Regressive Memory Therapy; or
- any **Healthcare Services** that involves hypnotherapy techniques

Students Warranty Endorsement

It is warranted that Students will at all times be directly supervised by a qualified Hypnotherapist, having first advised the patient that they are receiving treatments as part of the student training.

Stage Hypnotherapy Exclusion

We will not indemnify **you** for any **claim** or **investigation** arising directly or indirectly from or in connection with stage and/or entertainment hypnosis/hypnotherapy.

Past Life Regression and Regressive Memory Exclusion

We will not indemnify **you** for any **claim** or **investigation** arising directly or indirectly from or in connection with past life regression and regressive memory therapy where **you** have not acted in accordance with the Hypnotherapy Council of Australia guidelines and protocols.

In all other respects, the **policy** remains unaltered.

Doula Endorsement

Endorsement Number: HCP0010

The following is inserted into the **policy**:

We will not indemnify **you** for any **claim** or **investigation** arising directly or indirectly from or in connection with:

- (a) pregnancy advice; or
- (b) birthing advice and/or birth attendant services – this is to always be provided by a **medical practitioner**; or
- (c) foetal monitoring and/or examinations.

In all other respects, the **policy** remains unaltered.

Patient Advocate Endorsement

Endorsement Number: HCP0012

The following Exclusion is inserted into the **policy**:

Legal Advice Exclusion

We will not indemnify **you** for any **claim** or **investigation** arising directly or indirectly from or in connection with:

- (a) any legal advice or opinion; or
- (b) any actual or alleged failure by you to provide legal advice or opinion.

In all other respects, the **policy** remains unaltered.

Animal Health and Veterinarian Services Endorsement (Excluding Racehorses)

Endorsement Number: HCP0015

It is agreed that the following clause is added to the **policy**:

In respect of the following **Healthcare Services**:

- Animal Therapy - Excluding Racehorses;
- Jenkins Equine Neurophysiological Therapy (JENT);
- Animal (Osteopathy, Massage); or
- any **Healthcare Services** involved in the treatment of animals

It is noted and agreed that the Definition of **healthcare services** is deleted in its entirety and replaced with the following:

Healthcare services means any care, treatment, advice, service or goods provided in respect of the physical or mental health and wellbeing of an animal (except for racehorses) as declared in the **proposal**.

Any other reference to **healthcare services** provided to a person will be interpreted as **healthcare services** provided to an animal (except for racehorses) in this **policy**.

In all other respects, the **policy** remains unaltered.

Delivery Advice Exclusion

Endorsement Number: HCP0019

It is noted and agreed that the following amendment is made to the **policy**:

We will not indemnify **you** for any **claim** or **investigation** arising directly or indirectly from or in connection with any delivery advice or opinion provided by **you** or on **your** behalf.

In all other respects, the **policy** remains unaltered.

Body contact exclusion

Endorsement Number: HCP0035

It is noted and agreed that the following Exclusion is added to the **policy**:

We will not cover **you** for any **claim** or **investigation** arising directly or indirectly out of or in connection with any body contact the provision of any **Healthcare Services** involving combat sports, fighting sports, martial arts, boxing, boxercise, mix martial arts and punch fit, by **you** or on **your** behalf.

In all other respects, the **policy** remains unaltered.

Hot Stones Endorsement

Endorsement Number: HCP0019

It is noted and agreed that the following amendment is made to the **policy**:

We will not indemnify **you** for any **claim** or **investigation** arising directly or indirectly from or in connection with the use of hot stones unless they are placed on the patient by hand rather than tongs.

In all other respects, the **policy** remains unaltered.

Cyber Liability Endorsement

Endorsement Number: HCP0001

It is agreed that the following Extension of Coverage has been added to the **policy**:

Coverage provided under this extension does not limit coverage available under any other applicable section of coverage including but not limited to clauses 1.1 Civil Liability, 1.2 Employee Fidelity, 1.3 Investigations Costs, 1.5 Statutory Liability, 2.9 Civil Penalties, 2.12 Defamation, 2.14 Intellectual Property, 2.15 Internet Liability, 2.17 Loss of Documents, and 2.18 Privacy & Health Records Legislation.

Where an insured is entitled to indemnity for a claim under one or more insuring clauses, sub-limits or extensions under the policy, then the insured is only entitled to claim under one of those insuring clauses, sub-limits or extensions and must elect under which one they choose to seek indemnity.

Cyber and Privacy

It is agreed following Extension of Coverage has been added to the **policy** under Section 2 (Extensions of Cover) (Extensions Applicable to Coverage Section A only).

1. First Party Hacker Damage

We will pay the reasonable and necessary costs and expenses that **you** incur with **our** prior written consent if, during the **insurance period**, a **hacker** damages, destroys or alters **your website** or **computer system**. Such costs and expenses are to be payable to repair or replace the affected part of the **website** or **computer system** to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before such **website** or **computer system** was damaged, destroyed or altered.

2. Third Party Cyber Liability

We will indemnify **you** for amounts **you** become liable to pay as compensation if during the period of insurance and as a result of **your business**, any party brings a Claim against **you** arising from:

2.1. Multimedia Liability

the content of **your** email, intranet, or **website** including alterations or additions made by a **hacker** due to:

- (i) **your** unintentional infringement of any intellectual property rights, including any copyright, trademark, passing off;
- (ii) any defamatory statement on **your website** or in the **your** email, concerning **your** client or business competitor;
- (iii) **your** unintentional breach of confidence or infringement of any right to privacy;

2.2. Computer Virus Transmission

your negligent transmission of a computer **virus**, worm, logic bomb or trojan horse to anyone with whom **you** transact business with, or who uses **your website** in the course of their business;

2.3. Privacy

your unauthorised collection or misuse of any data concerning any customer or potential customer of **yours** which is either confidential or subject to statutory restrictions on its use and which **you** obtained through the internet or **website** and hold electronically.

Extension 2.3 (Continuous Cover) will not be available under this Endorsement.

Exclusions applicable to this **endorsement**:

We will not cover **you** for any **claim** arising directly or indirectly out of or in connection with:

- (a) any **virus**, worm, logic bomb or trojan horse written or created by any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
- (b) any self-replicating or malicious code that was not specifically targeted to any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date system; 3. the infringement of any patent;
- (c) the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services;
- (d) the failure or interruption of the service provider by an internet service provider or any telecommunications or other utility provider;
- (e) any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**;
- (f) **your** liability under any contract which is greater than the liability that **you** would have at law without the contract;
- (g) **your** supply, manufacture, sale, installation or maintenance of any product;
- (h) any statement that **you** knew or ought reasonably to have known was defamatory at the time of publication;
- (i) any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
- (j) any trading loss or trading liability including those arising from the loss of any client, account or business;
- (k) any liability arising from any user generated content;
- (l) any **claim** brought outside Australia or New Zealand. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the courts of Australia or New Zealand;
- (m) fines and contractual penalties, punitive or exemplary damages;
- (n) any act, breach, omission or infringement that **you** deliberately, dishonestly or recklessly committed, condoned or ignored;
- (o) any prior pending litigation, known claims or known circumstances.

We will not make any payment under this Endorsement if **you** have failed to:

- (a) take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, electronic link or **website**; and/or
- (b) make backup copies of any data, file or program at reasonably frequent intervals of no less than weekly basis; and/or
- (c) cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person or parties.

Limit of Liability

The cover provided under this Endorsement is limited to \$25,000 any one **claim** and in the aggregate inclusive of **defence costs** which will be part of and not in addition to the **limit of liability** stated in the **schedule**.

In all other respects, the **policy** remains unaltered.

Definitions applicable to this endorsement

The following definitions are applicable to this Endorsement only:

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- (a) **Computer system** means **your** own computer network, including any third party software programs and portable media/computer devices.
- (b) **Hacker** means anyone who specifically targets **you** and gains access to **your website** via the internet or other external electronic link, solely by electronically circumventing the security systems in place to protect against such access.
- (c) **Programme** means a set of instructions written in a computer language that tells a computer how to process data or interact with ancillary equipment.
- (d) **Virus** means Programmes that are secretly introduced without **your** permission or knowledge including but not limited to malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
- (e) **Website** means any website(s) where **you** have full control over the content and which **you** operate for the promotion of **your** own business.

Financial Advice Exclusion

Endorsement Number: HCP0018

It is noted and agreed that the following Endorsement is added to the **policy**:

In respect of the following **Healthcare Services**:

- Life Coaching (excluding Financial/Wealth Advice)

We will not indemnify **you** for any **claim** or **investigation** arising directly or indirectly from or in connection with any financial advice or opinion provided by **you** or on **your** behalf, or any allegation of a failure by **you** to provide financial advice or opinion.

In all other respects, the **policy** remains unaltered.

Gymnasium Endorsement

Endorsement Number: HCP0029

It is noted and agreed that the following Endorsement is added to the **policy**:

In respect of the following **Healthcare Services**:

- Personal Training including Group Fitness;
- Boxercise (As Part of Fitness Only - Non-Body Contact);
- Fitness Instructor (this policy does not cover work in a gym and /or studio owned or operated by you);
- Gym Supervision (this policy does not cover work in a gym and /or studio owned or operated by you);
- Mix Martial Arts (As Part of Fitness Only - Non-Body Contact) (this policy does not cover work in a gym and /or studio owned or operated by you); or
- Life Coaching

We will not cover **you** for any **claim** arising directly or indirectly out of or in connection with a gymnasium that is owned or operated by **you**.

In all other respects, the **policy** remains unaltered.

Disability Support / Home Respite Care Workers Endorsement

Endorsement Number: HCP0033

It is noted and agreed that the following Endorsement is added to the **policy**:

In respect of the following activities only:

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- NDIS Behaviour Support Practitioner
- NDIS Support Worker

The definition of **healthcare services** is deleted in its entirety and replaced with the following:

Healthcare services means any care, treatment, advice, training, specification, supervision, service or goods, provided in respect of the physical or mental health and wellbeing of a person in the capacity of a disability support worker or home respite care worker. It includes the following services:

- (a) Providing short stay or respite care (less than 14 days) in or out of home, anywhere across Australia;
- (b) supervising **your** client during travel, commuting, outings or vacations (subject to the exclusion in this endorsement below);
- (c) Provision of personal care;
- (d) Provision of domestic assistance and home maintenance;
- (e) Client transportation related to support services;
- (f) Social, recreational and lifestyle support, training and positive behaviour support;
- (g) Employment support including training in respect of transition to work, personal skills, basic work skills and travelling to work;
- (h) Support in the use and procurement of aids and equipment related to a person's disability; or
- (i) Support coordination.

Subject always to the terms and conditions of the **policy**.

Healthcare services does not include any **product liability**.

In addition, the following exclusion is added to the **policy**:

We will not be liable for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by an **insured** or other person acting on behalf of an **insured** performing the following services:

- (a) Any activities and/or services provided by **you** or on **your** behalf as a host family or foster care family;
- (b) National Disability Insurance Scheme (NDIS) funds management by **you** or on **your** behalf;
- (c) Any form of non short stay or respite care accommodation (less than 14 days) or housing & accommodation services provided by **you** or on **your** behalf including aged care home, nursing home or specialist disability accommodation facility services;
- (d) Any ambulance or para-medical transport services provided by **you** or on **your** behalf;
- (e) Any of the following activities provided by **you** or on **your** behalf: backpacking trips, bungee jumping, canyoneering, caving, hang gliding, heli-hiking / heli-skiing, horse riding and other equine related tours, hot air balloon rides, hunting, ice climbing, ice fishing, motorcycle/ATVS, four wheel driving, quad biking, mountain biking, own vehicle in a foreign country, parasailing, professional sports, rock / top rope climbing / rappelling / zip line / via ferrata, scuba diving, skiing / snowboarding, stag and hen parties, white water activities (Class 3-5 water), working holiday (ranch, lodges for instance), racing, polo playing, trekking, helicopter activities, skiing (water and snow), snow mobile, rodeos, BASE jumping, boxing, mountaineering, snorkelling, white water rafting, surfing, kayaking, abseiling, parachuting, paragliding, cage diving paintball/skirmish by **you** or on **your** behalf.

In all other respects, the **policy** remains unaltered.

Unlimited runoff for Insured Persons

Endorsement Number: HCP0028

It is noted and agreed that the following Endorsement is added to the **policy**:

We agree to continue the cover under this **policy** beyond the current expiry of the **insurance period** to any **insured person** insured under this **policy** if:

1. such person ceases to provide **healthcare services** within the **insurance period**; and
2. such **insured person** has been insured with **us** immediately prior to them ceasing to provide **healthcare services**; and

3. such **insured person** has confirmed the above in writing to **us** prior to the **policy** expiry date and such **insured person** has received confirmation that the run-off cover has been activated.

Provided that this extension only applies in relation to the conduct of the **policyholder's** business by reason of any act, error or omission occurring prior to the date that any such person ceases to provide **healthcare services**.

In all other respects, the **policy** remains unaltered.

Sexual and Relationship Boundary Transgression Defence Costs and Investigation Costs Endorsement

It is noted and agreed that the following Endorsement is added to the **policy**:

In respect of the following activities only:

- Psychotherapy and Counselling

Sexual and Relationship Boundary Transgression Defence Costs and Investigation Costs

Notwithstanding exclusion clauses 3.1 (Abuse) and 3.5 (Dishonest and Wilful Acts), **we** agree to reimburse **you** for **defence costs** or **investigation costs** incurred by **you** in relation to defending an allegation that **you** boundary transgressed in a sexual or relationship nature with a patient in the course of providing **health care services**, where a Court or Tribunal finds that **you** were not guilty of boundary transgression of a sexual or relationship nature with the patient.

Our total liability under this extension will not exceed \$15,000, notwithstanding any clause to the contrary elsewhere in the **policy**. All payments under this extension will be part of and not in addition to the Limit of Liability.

In all other respects, the **policy** remains unaltered.

Medical Practitioners & Dentists Endorsement

It is noted and agreed that the following Endorsement is added to the **policy**:

We will not be liable for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by an **insured** or other person acting on behalf of an **insured** performing the following services:

- (a) any **medical practitioner** as an **insured**; or
- (b) acting as a dentist, orthodontist as an **insured**; or
- (c) any services where the professional is required to hold medical indemnity insurance under the *Medical Indemnity (Prudential Supervision and Product Standards) Act 2003 (Cth)* or any legislation that supersedes or replaces it, irrespective of whether it has been purchased or not, or whether it responds or not.

In all other respects, the **policy** remains unaltered.

Split Excess Endorsement

It is agreed that the following clause is added to the **policy**:

The **excess** shown in the **schedule** is deleted and replaced with the following:

Excess

\$250 each claim inclusive of costs and expenses in relation to:

- Dental Hygienist
- Inoculation/Vaccination (including Flu and Travel)
- NDIS Support Worker
- NDIS Behaviour Support Practitioner
- Occupational Therapy
- Rehabilitation

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- Animal Therapy - Excluding Racehorses
- Swim Coach

In all other respects, the **policy** remains unaltered.

Product Liability and Workmanship Amendment

Endorsement Number: HCP0036

It is hereby noted and agreed that the following exclusion is added to the **policy** and applies to Insuring Clause 1.7 (Products Liability).

We will not be liable under this **policy** to make any payment for **loss** on account of any **claim** for **product liability** where the **products** sold or supplied, are:

- (a) directly imported from China;
- (b) therapeutic goods not approved by the Therapeutic Goods Administration;
- (c) therapeutic goods, where the advertising of said therapeutic good has not been approved by the Therapeutic Goods Administration;
- (d) not compliant with relevant mandatory Australian and/or international Standards;
- (e) illicit substances, including narcotics and/or psychedelics;
- (f) pharmaceuticals or implantable medical devices; or
- (g) outside the scope of goods or products that are ordinarily supplied or sold by a qualified professional who performs healthcare services.

In all other respects the **policy** remains unaltered.