

<b>Date of issue</b>	29 February 2024
<b>Contact</b>	Health Services Team
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**Important Notice: This Schedule should be read in conjunction with your Policy Wording, which together comprise your contract of insurance with the insurer. Please refer to both documents for full terms, conditions, exclusions and specific endorsements of your policy.**

## Combined Malpractice, Public & Products Liability

<b>Policy Number</b>	82MAL1978365
<b>Insured</b>	Belinda Baxter
<b>Period of Insurance</b>	4:00 PM 11 April 2024 to 4:00 PM 11 April 2025
<b>Professional Services</b>	Counselling Yoga Behaviour Support Practitioner Mediation This policy only provides cover for the above listed modalities.
<b>Limits of Indemnity</b>	<p><b>Civil Liability Professional Indemnity</b> \$ 20,000,000 any one Claim and \$ 60,000,000 in the aggregate</p> <p><b>Public and Products Liability</b> \$ 20,000,000 any one Claim and \$ 60,000,000 in the aggregate</p>
<b>Excess</b>	<p>Standard Excess Nil each and every Claim</p> <p>Fidelity Excess \$1,000 each and every Claim</p> <p>Public Relations Excess \$1,000 each and every Claim</p>
<b>Retroactive Date</b>	Unlimited, excluding known claims and circumstances
<b>Policy Wording</b>	<p>Health Practitioners Aon Health Combined Professional Indemnity, Public &amp; Products Liability Policy Wording AFFENDHEAL0621</p> <p>Issued for and on behalf of Insurance Australia Limited T/as CGU Insurance (CGU) ABN 11 000 016 722 on the Date of issue specified above. Aon Risk Services Australia Limited ABN 17 000 434 720 arranges the insurance and CGU issues the insurance.</p>
<b>Endorsements</b>	<b>The following amendments are made to the Policy:</b>

1.The content and heading of Exclusion 8.12 'Sanctions' is deleted and replaced with the following:

8.12 this Exclusion has been intentionally left blank.

2.The following Exclusion is added to the General Exclusions:

#### **8.17 Sanctions**

and, the Insurer will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

It is noted and agreed 1. Insuring Clauses is deleted and replaced with the following:

##### **A. Civil Liability Professional Indemnity**

The Insurer will indemnify the Insured against civil liability for compensation and claimant's costs and expenses in respect of any Claim first made against the Insured and notified to the Insurer during the Period of Insurance resulting from the conduct of the Professional Services.

Provided that there shall be no liability under this Insuring Clause 1.A, for any Claim made against the Insured for civil liability resulting from any act, error or omission occurring, or alleged to have occurred, prior to the Retroactive Date (if any) specified in the Schedule.

##### **B. Public Liability**

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of any Claim, first made against the Insured and notified to the Insurer during the Period of Insurance, resulting from:

1. Bodily Injury; or
2. Property Damage,

arising out of an Occurrence and happening in connection with the Professional Services.

Provided always that such Occurrence occurs:

- i. within the territorial limits of this Policy;
- and
- ii. on or after the Retroactive Date (if any) specified in the Schedule.

##### **C. Products Liability**

The Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay for Compensation in respect of any Claim, first made against the Insured and notified to the Insurer during the Period of Insurance, resulting from:

1. Bodily Injury; or
2. Property Damage,

arising out of an Occurrence and happening in connection with the Insured's Products.

Provided always that such Occurrence occurs:

1. within the territorial limits of this Policy; and
2. on or after the Retroactive Date (if any) specified in the Schedule.

**Territorial Limits**

Worldwide

**Jurisdictional Scope**

Worldwide excluding the United States of America or its territories or protectorates

**Free Legal Consultation**

During the Period of Insurance the Insured is entitled to free legal advice from the appointed firm and nominated practitioner listed below on any matter relating to the Insured Professional Business Practice subject always to the following:

- i. Entitlement to legal advice is limited to a maximum of two hour per policy per year and any unused hour or part thereof cannot be aggregated from one policy period to another.
- ii. CGU reserve the right to change the appointed firm or legal practitioner at any time. Changes to the appointed firms and nominated legal practitioners will be notified to the Insured on request.
- iii. Insured may not seek legal advice on this Policy or other indemnity issues concerning insurance policies issued by Us under this section.
- iv. If Indemnity under this Policy is sought by the Insured in respect of any matter on which the Insured has sought legal advice under this section from the appointed firm or nominated legal practitioner, the Insured authorises us (at Our discretion) to engage the appointed firm to represent the Insured and authorises the appointed firm when engaged to disclose to Us any information obtained in the course of tendering advice to the Insured. To the extent necessary, the Insured waives all claims to legal professional privilege as between Us and itself.

Prior to seeking any entitlement to free legal advice under this Policy extension, the Insured must provide to the legal practitioner this Schedule for sign off. The participating practitioners providing legal services under this section can be obtained by contacting Aon or by clicking the following [Free Legal Panel](#).

In all other respects the Policy remains unaltered.

**Claims/Circumstances**

- You confirm there are no claims or complaints made against you or any of your partners or employees that have not previously been notified to Aon.
- You are not aware of any circumstances which may result in a claim against you or any of your partners or employees during the past 10 years that have not previously been notified to Aon.
- You confirm that Aon have been notified of any instances where an Insurer has declined, cancelled or imposed special conditions on you in relation to this type of insurance
- You have never been subject to disciplinary proceedings for professional misconduct by a professional body or any statutory registration board or been called upon to respond to a complaint.
- You have not had a sexual misconduct conviction.

## Declaration and Agreement

- You confirm there are no claims or changes in your activities that have not previously been advised to Aon.
- You acknowledge that you have received and read the Important Notices and understand these notices.
- You acknowledge that by paying this invoice the insurance cover will be subject to the terms and conditions as set out in the policy wording and schedule.
- You declare that the information contained in this policy schedule, and on the tax invoice is true and correct and that you have not suppressed nor misstated any facts.
- You declare that you hold registrations where applicable with the Registration Board(s) in the state(s) in which you practise and will maintain such registration for the term of this insurance policy.
- You declare that your business is domiciled, based and (where required) registered in Australia.

You consent to:

- the use of personal information about yourself for the purposes shown in the privacy statement, and
- the disclosure of personal information about yourself to, and obtaining personal information from other parties, including those shown in the privacy statement, for any of these purposes.

If you have disclosed personal information about any other person, you have confirmed that you are authorised to:

- disclose personal information about that person and consent to its use for the purposes shown in the privacy statement, and consent to disclosure to, and obtaining of, other personal information about that person from other parties including those shown in the privacy statement for any of these purposes.

### Insurer

INSURANCE AUSTRALIA LIMITED T/AS CGU PROF RISKS  
A.B.N. 11 000 016 722  
GPO BOX 4609  
MELBOURNE VIC3001

### Proportion

100%