

Retroactive Date

SECTION 3

Part A - Accidental Death

Capital Benefit: \$250,000

Part B - Personal Accident

Weekly Benefit: Maximum \$600 per week, or 85% of your average weekly earnings, whichever is the lesser.

Personal Accident Aggregate Period

156 weeks

Personal Accident Excess Period

7 days

Conditions

Standard wordings:

1. Zurich Steadfast General and Products Liability Insurance Policy Wording (PCUS – 001373 – 2009);
2. Zurich Professional Indemnity Insurance Policy Wording (PCUS – 000027 – 2006);
3. Zurich Personal Accident (PCUS – 002669 – 2009).

The Insuring Clauses, Extensions of Covers, Exclusions, Definitions, Standard Conditions and Limits of Liability specified in the above policies apply, except to the extent that they are hereby modified by the following endorsement(s), which are shown in full on the Endorsement Schedule.

- **SECTION 1 - General and Public Liability:**
 - Molestation Exclusion
 - Professional Indemnity Exclusion
 - Treatment Risk Exclusion
- **SECTION 2 - Professional Indemnity:**
 - Medical Practitioners Exclusion
 - Molestation Exclusion
 - Prescribed Medicine Endorsement
 - Consultants, Subcontractors and Agents Exclusion

Issued
at Head Office on

Zurich Australian Insurance Limited
ABN 13 000 296 640
AFS Licence No: 232507

Important Note

In respect to the General and Product Liability policy wording, then subject to all other terms and conditions of the policy, cover hereunder is amended to the extent provided by the Terrorism Insurance Act 2003.

Endorsement Schedule

Endorsements attaching to and forming part of Policy No .

With effect from _____ at 4:00pm, local time, this policy is endorsed as follows, on the basis that the Limits of Liability specified in the Schedule applies inclusive of these Endorsements and except to the extent which it is hereby modified the Limitations, Exclusions, Definitions and Conditions of the Policy apply:

- SECTION 1 - GENERAL AND PUBLIC LIABILITY ENDORSEMENTS

Molestation Exclusion

We do not cover any liability of whatsoever nature in connection with any *claim* directly or indirectly arising from or in connection with actual or alleged molestation or physical or psychological interference with any person, including permitting or failing to prevent any such act from occurring.

Professional Liability Exclusion

Exclusion 3.13 'Breach of Professional Duty' is hereby deleted and replaced by:

arising out of the rendering of or failure to render professional advice or service by a Named Insured or any error or omission connected therewith.

Treatment Risk and Malpractice Exclusion

We do not cover any liability for Personal Injury arising directly or indirectly out of or caused by malpractice, treatment prescribed or administered, or the failure to prescribe or administer treatment by the Named Insured or any employee, or agent of the Named Insured and/or breach of duty in a professional capacity by the Named Insured or by any person for whose actions the Named Insured is responsible.

- SECTION 2 - PROFESSIONAL INDEMNITY ENDORSEMENTS

Medical Practitioner Exclusion

The Exclusions section of this policy is amended to include the following:

We will not be liable under the policy to make any payment for *loss* directly or indirectly caused by, arising out of or in any way connected with:

- (a) an act, error or omission of a Medical Practitioner or Registered Health Professional; or
- (b) any *claim* occurring in the course of or in connection with Health Care provided by the *insured* as a Medical Practitioner or Registered Health Professional.

For the purposes of this Endorsement only, the following definitions also apply:

- (i) 'Health Care' has the meaning defined in the Medical Indemnity (Prudential Supervision and Product Standards) Act 2003, as amended from time to time.
- (ii) 'Incident' has the meaning defined in the Medical Indemnity (Prudential Supervision and Product Standards) Act 2003, as amended from time to time.
- (iii) 'Medical Practitioner' has the meaning defined in the Medical Indemnity (Prudential Supervision and Product Standards) Act 2003, as amended from time to time.
- (iv) 'Registered Health Professional' has the meaning defined by the Medical Indemnity (Prudential Supervision and Product Standards) Regulations 2003 for a provision of Part 3 of the Medical Indemnity (Prudential Supervision and Product Standards) Act 2003.

Molestation Endorsement

The Exclusions section of this policy is amended to include the following:

This policy does not provide any indemnity against *loss* or in connection with any *claim* directly or indirectly arising from or in connection with actual or alleged molestation or physical or psychological interference with any person, including permitting or failing to prevent any such act from occurring.

Prescribed Medicine Endorsement

The Exclusions section of this policy is amended to include the following:

This policy does not provide any indemnity against *loss* directly or indirectly caused by, arising out of or in any way connected with:

- (a) medicines prescribed by a Medical Practitioner unless arising from an act, error or omission by the insured during the administration of correctly prescribed medicines. However, no such cover shall be provided to the *insured* if they are a Medical Practitioner or a person who at the date of entering into or accessing cover under this policy was a Registered Health Professional.
- (b) services rendered by persons whilst under the influence of intoxicants or drugs or the failure of any persons to render services because of such influence.

For the purposes of this endorsement only, the following definitions also apply:

- (i) 'Medical Practitioner' means any legally registered medical practitioner including but not limited to any registered obstetrician, anaesthetist, radiologist, pathologist, surgeon, cardiologist and general practitioner.
- (ii) 'Registered Health Professional' means a registered health professional prescribed by the Medical Indemnity (Prudential Supervision and Product Standards) Regulations 2003, for a provision of Part 3 of the Medical Indemnity (Prudential Supervision and Product Standards) Act.

In all other respects this policy remains unaltered.

Consultants, Subcontractors and Agents Exclusion

It is hereby declared and agreed that Automatic Feature 1. 'Consultants, subcontractors and agents' is deleted in its entirety and no cover is afforded under the policy for civil liability as a result of the conduct of any consultants, sub-contractors or agents of the *insured*.