

for Midwives

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Notices

These notices do not form part of the Policy.

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 that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of 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 his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

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, refuse to pay the 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.

Claims Made and Notified Basis of Coverage

The Professional Indemnity Insurance Policy is issued on a 'Claims made and Notified' basis.

This means that the Insuring Clause responds to:

- a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and:
- b) written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to policy's period of cover has expired. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, s40(3) of the Insurance Contracts Act 1984 is set out below;

"S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of the insurance cover provided by the contract."

When the policy period expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

Retroactive Date

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

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Subrogation Waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

Broker acting as agent of insurer

In effecting this contract of insurance the broker will be acting under an authority given to it by the Insurer and the broker will be effecting the contract as agent of the Insurer and not the Insured.

Privacy Statement

Vero Insurance Limited is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- identifying you when you do business with us;
- establishing your requirements and providing the appropriate product or service;
- setting up, administering and managing our products and services;
- assessing and investigating, and if accepted managing a claim made by you under one or more of our products;
- improving our financial products and services, including training and developing our staff and representatives.

We may be required by Anti-Money Laundering/Counter Terrorism Financing legislation to collect your personal information.

Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product or service that you request, provide insurance cover, manage or pay any claim under an insurance policy, manage your product or provide any benefits, or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- other companies within the same Group;
- where required or authorised under our relationship with our joint venture companies;
- information technology providers, including hardware and software vendors and consultants such as programmers;
- customer research organisations;

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- intermediaries including a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- where you are an insured person and not the policy holder, we will disclose to the policy holder;
- government, law enforcement or statutory bodies;
- the Financial Ombudsman Service;
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- legal and other professional advisers;
- hospitals, medical and health professionals;
- research and development service providers;
- printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; and
- imaging and document management services.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending your personal information to companies in the same Group;
- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement; or
- certain electronic transactions
- when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from us and other companies within the same Group. Generally, our companies in the Group will use and disclose your personal information for the Group's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact and tell us.

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Contact

Please contact us to:

- change your mind at any time about receiving marketing material;
- request access to the personal information we hold about you; or
- obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

You can contact us by sending a letter to

The Privacy Officer

GPO Box 3999

Sydney NSW 2001

Our Privacy Policy can also be found on our website at

http://www.suncorp.com.au/suncorp/legal/privacy_policy.aspx

General Insurance Code of Practice

Vero Insurance Limited (Vero) has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with the insured. Please contact Vero for more information about the Code, if required.

Our Complaints Handling Procedures

Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

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Introduction

Please read this Policy carefully to ensure that it meets your requirements. It is written on a Claims made and notified basis, which means that, subject to the Continuous Cover clause, it will only respond to Claims first made against the Insured and notified to the Insurer during the Period of Insurance.

Any word or expression to which a specific meaning has been attached shall bear that specific meaning wherever it may appear.

Definitions

For the purpose of this Policy:

"Act of Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

"Claim" means any demand made by a third party upon the Insured for compensation, however conveyed, including a writ, statement of claim, application or other legal or arbitral process.

"Documents" means deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) which is the property of the Insured or for which the Insured is responsible.

"Excess" means the amount shown in the Schedule and represents the first amount which is payable by the Insured in respect of any compensation, claimant's costs and expenses or Insured Costs arising out of or in respect of any one Claim made against the Insured or in respect of any Inquiry Costs arising out of any one notice.

"Inquiring Body" means a court, tribunal or legally constituted industry or professional board.

"Inquiry Costs" means necessary and reasonable legal costs and expenses incurred by the Insured arising out of any notice requiring the Insured's attendance at an inquiry or hearing held before an Inquiring Body.

"Insured" means:

- i. the natural person specified in the Schedule; and/or
- ii. the estate, heirs, legal representatives or legal assigns of the natural person insured under this Policy in the event of the death or legal incapacity of such person.

"Insured Costs" means all necessary and reasonable costs and expenses incurred by the Insurer, or by the Insured with the Insurer's prior written consent, in defending, investigating or settling any Claim or Claims (not being Inquiry Costs or claimant's costs and expenses).

"Insurer" means Vero Insurance Limited ABN 48 005 297 807.

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"Limit of Indemnity" means the Limit of Indemnity as shown in the Schedule.

"Maximum Aggregate Limit of Indemnity" means the Maximum Aggregate Limit of Indemnity as shown in the Schedule.

"Period of Insurance" means the Period of Insurance as shown in the Schedule.

"Policy" means the Schedule, the terms of this policy and any endorsements.

"Professional Services" means the professional business described in the Schedule, and no other, of the natural person specified in the Schedule.

"Retroactive Date" means the Retroactive Date shown in the Schedule.

"Schedule" means the current Schedule issued by the Insurer to the Insured.

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Insurance Preamble

The Insured and the Insurer agree that the Insurer will provide insurance on the terms of this Policy.

Insuring Clause

The Insurer will indemnify the Insured against civil liability for compensation and claimant's costs and expenses in respect of any Claim or Claims first made against the Insured and notified to the Insurer during the Period of Insurance resulting from the conduct of the Professional Services but not in respect of any such Claim or Claims resulting from any act, error or omission occurring or committed prior to the Retroactive Date.

Limit of Indemnity and Maximum Aggregate Limit of Indemnity

The liability of the Insurer for compensation and claimant's costs and expenses in respect of any one Claim first made against the Insured and notified to the Insurer during the Period of Insurance shall not exceed the Limit of Indemnity.

The aggregate liability of the Insurer under this Policy will not exceed the Maximum Aggregate Limit of Indemnity for all Claims first made against the Insured and notified to the Insurer during the Period of Insurance, save that the Insurer will in addition pay Insured Costs on the basis set out in the Insured Costs clause in this Policy.

Insured Costs

The Insurer will, in addition to the Limit of Indemnity, pay Insured Costs for Claims covered by the Policy, provided that if the total amount of compensation and claimant's costs and expenses required to dispose of the Claim or Claims exceeds the Limit of Indemnity, the liability of the Insurer for such Insured Costs shall be only that proportion which the Limit of Indemnity bears to the total amount of compensation and claimant's costs and expenses required to dispose of the Claim or Claims.

Excess

The Insured is liable for the amount of any compensation, claimant's costs and expenses or Insured Costs that are collectively less than the Excess for each Claim. The Excess is deducted from compensation, claimant's costs and expenses payable before the application of the Limit of Indemnity.

The Insured is liable for the amount of any Inquiry Costs that is less than the Excess for each notice. The Excess is deducted from Inquiry Costs payable before the application of the aggregate limit stated in paragraph (e) of the Inquiry Costs Automatic Extension.

The Insurer has no liability for the amount of compensation, claimant's costs and expenses, Insured Costs or Inquiry Costs that is less than the Excess for each Claim or notice.

The Insured agrees that the Excess must be retained by the Insured and is to remain uninsured.

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Aggregation of Claims

All Claims arising out of, based upon, attributable to or in respect of a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be a single Claim and shall attract one Excess.

For the purposes of the Inquiry Costs Automatic Extension, all notices arising out of, based upon, attributable to or in respect of any one inquiry or hearing shall be considered to be a single notice and shall attract one Excess.

Insurance Clarification

For the purposes of clarifying the scope of cover under the Insuring Clause of this Policy, the Insuring Clause includes civil liability for:

Libel or Slander

Libel or Slander, provided that:

1. the libel or slander is committed by the Insured in the course of carrying on their Professional Services;
2. the Insured did not intend to publish the libel and slander with express malice.

Contractual Liability

Contractual liability, provided that:

1. the Insurer will not be liable for any liability assumed by the Insured under any express warranty, guarantee, hold harmless agreement, indemnity clause or the like unless such liability would have attached to the Insured in the absence of such agreement.
2. where a Claim is an alleged breach of contract the Insurer will not reduce their liability by the mere fact that contributory negligence is not available as a defence.

Trade Practices Act

Claims made under the Trade Practices Act, provided that the Insurer will not indemnify the Insured for Claims made where such Claim arises:

1. under the penal or criminal provisions of any of the Trade Practices Act 1974 (Cwth), the Fair Trading Act 1987 (NSW), or similar legislation in other States; or
2. from conduct of the Insured which is fraudulent or intended to mislead or deceive.

However the Insurer will only exclude such Claims where it is established by final adjudication that the Insured breached the penal or criminal provisions of the Acts, or where the conduct was established by final adjudication to be fraudulent or intended to mislead or deceive.

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Intellectual Property

Infringement of rights of intellectual property, provided that the act, error or omission by the Insured is unintentional and is committed in the course of carrying on the Professional Services.

Sub-contractors and Consultants

Acts, errors or omissions of sub-contractors and consultants, provided that the Insurer will only indemnify the Insured for its civil liability in connection with the Professional Services provided by the sub-contractor and/or consultant. Indemnity will not extend to the sub-contractor and/or consultant who committed the act, error or omission.

Automatic Extensions

These Automatic Extensions are subject to all the terms of the Policy, unless otherwise stated. The total of all payments made under the Automatic Extensions will be part of and not in addition to the Limit of Indemnity, unless otherwise stated.

Continuous Cover

Where the Insured:

1. first became aware of facts or circumstances that might give rise to a Claim, prior to the Period of Insurance; and
2. had not notified the Insurer of such facts or circumstances prior to the Period of Insurance,

then the Prior Claims or Known Circumstances exception will not apply to any notification during the Period of Insurance of any Claim resulting from such facts or circumstances, provided that:

- (a) there is an absence of fraudulent non-compliance with the Insured's duty of disclosure and an absence of fraudulent misrepresentation by the Insured in respect of such facts or circumstances; and
- (b) the Insured has been continuously insured, without interruption at the time of the notification of the Claim to the Insurer, under a professional indemnity policy issued by the Insurer and was insured by the Insurer at the time when the Insured first became aware of such facts or circumstances; and
- (c) the Insurer may reduce its liability under the Policy to the extent of any prejudice the Insurer may suffer in connection with the Insured's failure to notify the facts or circumstances giving rise to a Claim prior to the Period of Insurance.

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Lost Documents

The Insurer will, in the event of loss of or damage to Documents occurring in connection with the Professional Services, indemnify the Insured against all costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents.

Provided that:

- (a) such loss or damage is sustained during the Period of Insurance while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them in the course of the normal conduct of the Professional Services; and
- (b) the amount of any claim for such costs and expenses shall be supported by bills and accounts which shall be subject to approval by a solicitor to be nominated by the Insurer with the consent of the Insured or if such consent is withheld, by the President of the Law Society of whatever State where the Policy was issued; and
- (c) the Insurer shall not be liable in respect of loss or damage caused by riot or civil commotion.

Inquiry Costs

The Insurer may, if it considers it reasonable to do so, indemnify the Insured for Inquiry Costs.

Provided that:

- (a) the notice requiring the Insured's attendance at the inquiry or hearing is first received by the Insured and notified to the Insurer during the Period of Insurance; and
- (b) such attendance arises directly from conduct allegedly committed by the Insured in carrying on their Professional Services; and
- (c) such indemnity is subject to the written consent of the Insurer prior to the incurring of the Inquiry Costs; and
- (d) regular or overtime wages, salaries or fees of the Insured are excluded from this indemnity; and
- (e) the total liability of the Insurer under this clause shall not exceed \$100,000 in the aggregate during the Period of Insurance.

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Dishonesty of Employees

The Insurer will, notwithstanding the Dishonest, Fraudulent or Criminal Acts Exception, indemnify the Insured against civil liability for compensation and claimant's costs and expenses in respect of any Claim or Claims first made against the Insured and notified to the Insurer during the Period of Insurance resulting from any dishonest, fraudulent, criminal or malicious act or omission by any employee occurring or committed in connection with the Professional Services.

The Insurer will in addition pay Insured Costs on the basis already set out in this Policy.

Provided that nothing in this Automatic Extension shall require the Insurer to indemnify any employee who has perpetrated any such dishonest, fraudulent, criminal or malicious act or omission or who by act or omission has condoned any such act or omission.

Joint Venture Liability

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

Provided that:

1. the indemnity given shall only relate to the Insured's proportion of any liability incurred by such joint venture; and
2. the Insured's income derived from participation in such joint venture shall have been included in the calculation of income furnished by the Insured for the purposes of calculating the premium for this Policy.

The Insurer will in addition pay Insured Costs on the basis already set out in this Policy.

Good Samaritan Acts

The Insurer shall indemnify the Insured in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance as a result of the rendering of or failure to render emergency first aid and assistance to a person.

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Exceptions

Section 1

Prior Claims or Known Circumstances

The Insurer shall not be liable in respect of:

- (a) any Claim first made against the Insured prior to the inception of the Period of Insurance; or
- (b) any Claim, liability, compensation, Inquiry Costs, claimant's costs and expenses or Insured Costs directly or indirectly arising from or in respect of any facts or circumstances which:
 - (i) the Insured knew, prior to the inception of the Period of Insurance, might give rise to a Claim, liability, compensation, Inquiry Costs, claimant's costs and expenses or Insured Costs which might be covered under this Policy; or
 - (ii) a reasonable person in the Insured's position would have thought, prior to the inception of the Period of Insurance, might give rise to a Claim, liability, compensation, Inquiry Costs, claimant's costs and expenses or Insured Costs which might be covered under this Policy; or
 - (iii) were or could be notified under any insurance that was in force prior to the inception of the Period of Insurance.

Section 2

The Insurer shall not be liable in respect of any Professional Services, Claim, liability, compensation, Inquiry Costs, claimant's costs and expenses or Insured Costs:

Asbestos

arising directly or indirectly from or in respect of asbestos, asbestos fibres or derivatives of asbestos.

Directors and Officers Liability

arising directly or indirectly from or in respect of the Insured's functions and duties as a director and/or officer of the Insured or any legal entity, corporation or other incorporated body.

Trading Debts

arising directly or indirectly from or in respect of any trading debt incurred, or any guarantee in respect of such debt given, by the Insured.

Dishonest, Fraudulent or Criminal Acts

arising directly or indirectly from or in respect of any dishonest, fraudulent, criminal or malicious act or omission by the Insured.

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Employer's Liability

arising directly or indirectly from or in respect of:

- (a) the death, bodily injury, disease or illness of any Insured arising out of or in the course of or in respect of his/her employment; or
- (b) a breach of any obligation owed by an Insured to an Insured.

Radioactivity

arising directly or indirectly from or in respect of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof.

War

arising directly or indirectly from or in respect of any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Subrogation Waiver

arising directly or indirectly from or in respect of any liability which is incurred or affected by reason of the Insured at any time entering into a deed or agreement excluding, limiting or delaying the Insured's legal rights of recovery against another.

Assumption of Liability

arising directly or indirectly from or in respect of any liability which is assumed by the Insured outside the normal course of the Professional Services.

Fines, Penalties, Punitive or Aggravated Damages

arising directly or indirectly from or in respect of fines or penalties including civil penalties, punitive or aggravated damages.

Liquidated Damages

arising directly or indirectly from or in respect of liquidated damages imposed upon the Insured by contract or agreement, except to the extent that the Insured would have been liable for that damage in the absence of any such contract or agreement.

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Controlling or Financial Interests

arising directly or indirectly from or in respect of work undertaken for or on behalf of any company related to any Insured which for the purposes of this Policy includes:

- (a) any other Insured; or
- (b) any subsidiary of an Insured; or
- (c) any company of which an Insured has or has held at least a 20% financial interest and has had or has board representation on that company.

Terrorism

arising directly or indirectly from or in respect of:

- (a) any Act of Terrorism; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

Birthing Procedures

arising directly or indirectly from or in respect of Birthing Procedures by any Insured or a person acting on behalf of the Insured.

For the purposes of this Exception, "Birthing Procedures":

- (a) does not include the provision of childbirth training and education or the provision of care and advice prior to and after Labour; and
- (b) does include, without limitation the provision of care, supervision, treatment, support, facilitation, assistance and advice during Labour and birth.

For the purposes of this Exception, "Labour" refers to the act of giving birth and involves the following stages:

1. The first stage lasts from the onset of labour until there is full dilation (10 cm.) of the cervical os (opening). The first stage of labour is also called the stage of dilatation;
2. The stage commencing from the full dilatation of the cervix until the baby is completely out of the birth canal and has been born;
3. The stage commencing from birth of the foetus through expulsion or extraction of the placenta and membranes (afterbirth); and
4. The fourth stage is the hour or two after delivery when the tone of the uterus is established and the uterus contracts down again.

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Intoxicants & Drugs

arising directly or indirectly from or in respect of services rendered by any person whilst under the influence of intoxicants or drugs or failure to render services because of such influence.

Jurisdiction

arising directly or indirectly from or in respect of:

- (a) any Claim brought in a court of law, arbitration, tribunal forum or other body entitled to impose enforceable orders against the Insured outside of Australia or New Zealand; or
- (b) the enforcement of any judgment, order or award in respect of any action brought in any court of law, arbitration, tribunal or other judicial body outside of Australia or New Zealand.

Territory

arising directly or indirectly from or in respect of:

- (a) the conduct of the Professional Services outside of Australia or New Zealand; or
- (b) the provision of professional services to persons outside of Australia or New Zealand as part of the conduct of the Professional Services; or
- (c) any act, error or omission occurring outside of Australia or New Zealand.

Molestation

arising directly or indirectly from or in respect of the molestation of, interference with, mental abuse of or physical abuse of persons by:

- (a) the Insured; or
- (b) any agent of the Insured; or
- (c) any person performing any volunteer service for or on behalf of the Insured.

The Insurer shall have no duty to defend any action, suit or proceedings against the Insured either directly or indirectly seeking damages on account of such molestation, interference, mental abuse or physical abuse.

General Conditions

Claims Notifications

Every Claim made against the Insured shall be notified to the Insurer as soon as practicable and in any event prior to expiry of the Period of Insurance, and every letter, demand writ summons and legal process pertaining to such Claim shall be forwarded to the Insurer as soon as practicable after receipt.

All Claim notifications to the Insurer must be sent to Vero Insurance Limited, Liability & Profin Notification Centre at the address specified in the Schedule.

It is the Insured's responsibility to ensure that such notification has been forwarded to and has been received by the Liability & Profin Notification Centre.

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No Admission of Liability

No admission, offer, promise or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer.

Claims Conduct

The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

Claims Settlement

Should the Insured object to a proposal by the Insurer to settle or compromise any Claim and wish to contest or litigate the matter, then the Insured may so elect, provided that the Insurer's liability in respect of any such Claim so contested or litigated shall not exceed the amount for which, but for such election, it could have been settled or compromised by the Insurer, together with costs and expenses payable in accordance with the terms of this Policy and incurred up to the time of such election, but subject always to the Excess and to the Limit of Indemnity.

Assisting with Claims

The Insured shall give all such assistance as the Insurer may reasonably require but none of them shall be required to contest any legal proceedings if it objects to doing so unless a Senior Counsel or a person of similar authority (appointed by mutual agreement between the Insured and the Insurer and paid for by the Insurer) shall advise such proceedings could be contested to the extent that there is a reasonable probability of success.

Other Insurance

If at the time any Claim arises under this Policy there is any other insurance in force covering the same liability the Insured shall promptly notify to the Insurer full details of such other insurance, including the identity of the insurer and the policy number, and such further information as the Insurer may reasonably require.

Cancellation

The Insured may cancel this Policy at any time in writing to the Insurer. Upon receipt of such request, the Insurer will retain a short period premium calculated on its short term rates for the time it has been on risk and the Insured will receive a refund of any balance of the premium actually paid.

The Insurer may cancel this Policy in accordance with the Insurance Contracts Act 1984 by giving notice in writing to the Insured of the date from which such cancellation is to take effect.

Governing Law

The Policy will be governed in accordance with law of the State or Territory of Australia in which the Policy was issued. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

for Midwives

Material Change

The Insured must notify the Insurer as soon as reasonably practicable of any material change in the risk insured by this Policy.

Severability and Non Imputation

Where this Policy insures more than one party, any failure on the part of any of the parties to:

- (a) comply with the Duty of Disclosure in terms of the Insurance Contracts Act 1984; or
- (b) comply with any obligation in terms of this Policy; or
- (c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

shall not prejudice the right of the remaining party or parties to indemnity in terms of this Policy, provided that such remaining party or parties shall:

- i. be entirely innocent of and have had no prior knowledge of any such failure; and
- ii. as soon as practicable after becoming aware of any such failure, advise the Insurer in writing of all its relevant circumstances.

Payment of Premium

The Insured must pay the premium specified in the Schedule for the Period of Insurance to the Insurer by the Due Date. The Due Date is on or before ninety days after the inception date of the Period of Insurance specified in the Schedule or such other time that the Insurer agrees in writing. If the Insured fails to pay the premium by the Due Date, the Insurer is entitled to cancel this Policy in accordance with the Insurance Contracts Act 1984.

Goods and Services Tax

As part of the premium, the Insurer will charge the Insured an amount on account of GST.

The Insured must inform the Insurer of the extent to which it is entitled to an input tax credit for that GST amount each time that it notifies a Claim under this Policy. No payment will be made to the Insured for any GST liability that it may incur on the settlement of a Claim if it does not inform the Insurer of its entitlement or correct entitlement to an input tax credit.

Despite the other terms of this Policy, the Insurer's liability to the Insured will be calculated taking into account any input tax credit to which the Insured is entitled for any acquisition which is relevant to the Claim, or to which it would have been entitled had it made a relevant acquisition.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

End of wording