

## Policy Schedule

**Broker:** Focus Insurance Brokers

**Address:** Level 1, 214 Bay Street, Brighton Vic 3186

Your policy details are set out below and must be read in conjunction with your policy wording.

### POLICY SUMMARY

**Policy Number:** P00132151

**Policy Type:** Combined Professional Indemnity and Broadform Liability Insurance

**Policy Wording:** GLD 2495 12/2013

**Date of Issue:** 3/07/2018 12:31 PM

**Period of Cover:** 30/06/2018 – 30/06/2019 at 4.00 pm

**Insured(s):** Financial members of the Myotherapy Association Australia

**Professional Services:** Myotherapists undertaking approved modalities only

**Business:** Myotherapists undertaking approved modalities only

**Approved Modalities:** Acupressure  
Alexander Technique  
Aromatherapy  
Bowen Therapy  
Connective Tissue Massage  
Craniosacral Therapy  
Cupping  
Dry Needling  
Ear Candling  
Emmett Technique (when trained for use with soft tissue therapy)  
Enar  
Ergonomic Assessments  
Feldenkrais  
Functional Fascial Taping  
Gua sha  
Hawaiian Massage  
Hot Stone Massage  
Joint Mobilisation  
Kinesiology  
Massage  
Massage – Deep Tissue  
Massage – Mobile  
Massage – Corporate  
Massage – Connective Tissue  
Massage- Remedial  
Massage –Tens Therapy  
Myotherapy  
Manual Lymphatic drainage  
Myofacial release therapy  
Myofascial dry needling  
Neurostructural integration technique

Oriental massage  
 Polarity therapy  
 Postural integration

Pregnancy Massage – cover only extended to members where the below criteria is met:

1. No body massage or body treatments in the 1<sup>st</sup> trimester; and
2. Only therapists specifically trained in pregnancy massage can perform a massage that is light to medium application avoiding the tummy area in the 2<sup>nd</sup> or 3<sup>rd</sup> trimester, and
3. No essential oils to be used at all; and
4. No heat usage or body wraps to be used; and
5. The client should fill out a card on each visit to check there are no pre-existing conditions etc.

Rehabilitation  
 Reflexology  
 Reiki (minimum reiki 11 qualification)  
 Rolfing  
 Remedial Therapy  
 Scenar  
 Shiatsu  
 Shockwave Therapy  
 Trigger Point Therapy

It is hereby noted and agreed that the Policy is extended to include Pilates (Studio only) activities for the following members only:

Gayle Smith  
 Karen Anderson  
 Erin Richardson  
 Dominique Alexander  
 Jenna Davis  
 Sarah Hall  
 Hayley Atkins  
 Gracia Morgan  
 Jackie Cullimore  
 Emma-Jane Lush  
 Rebecca Dunstan  
 Belinda Lavery  
 Michelle Petrass  
 Nicole Clark  
 Susan Burns  
 Allana Mueller  
 Alissa Mifsud  
 Kate Meszaros  
 Stephanie Athanasias

**Business Location(s):** Anywhere in Australia

**COVER FOR ALL BUSINESS PREMISES**

**Professional Indemnity**

Limit of Liability any one Claim	\$20,000,000
Limit of Liability in the aggregate for all claims made by all financial members of the Myotherapy Association Australia any one Period of Cover	\$40,000,000
Type of Cover	Claims Made
Retroactive Date	Unlimited, excluding known claims and circumstances
Statutory Liability sub-limit	\$50,000

Underwritten by Guild Insurance Limited – ABN 55 004 538 863 AFS Licence No: 233791  
 5 Burwood Road, Hawthorn VIC 3122 Postal: Locked Bag 7, Hawthorn VIC 3122  
 Telephone 1300 223 782 Facsimile (03) 9810 9810

Claims Preparation Costs sub-limit	\$25,000
Public Relations Costs sub-limit	\$50,000
Loss of Documents sub-limit	\$250,000
Court Attendance Costs sub-limit	\$25,000
Prior Business	Not Included
Territorial Limitation	Worldwide excluding USA/Canada
Jurisdiction Limitation	Australia Only
Inquiries and Proceedings sub-limit	\$100,000
<b>Excess (Costs Exclusive)</b>	
Basic Excess	\$Nil except \$1,000 costs inclusive for Additional Benefits under the Policy

## Public and Products Liability

### Public Liability

Limit of Liability any one Claim	\$20,000,000
Type of Cover	Claims Made
Territorial Limitation	Worldwide Excluding USA/Canada
Jurisdiction Limitation	Australia Only
Claim Preparation Costs Sub Limit	\$ 25,000
Care Custody and Control sub-limit	\$100,000

### Products Liability

Limit of Liability any one Claim	\$20,000,000
Limit of Liability in the aggregate any one	
Period of Cover	\$20,000,000
Type of Cover	Claims Made
Territorial Limitation	Worldwide Excluding USA/Canada
Jurisdiction Limitation	Australia Only
Excess (Costs Exclusive)	
Voluntary Excess	\$Nil

## CHANGES TO YOUR STANDARD COVER

### Endorsements applicable to Section - Professional Indemnity only

#### Master Policy endorsement – Aggregate Limit

It is agreed that Section – Professional Indemnity “Limit of Liability” shall be deleted in its entirety and replaced with the following:

#### Limit of Liability

Our total liability in respect of any one Claim and all Claims Covered under Section – Professional Indemnity of this Policy during the Period of Cover shall not exceed the Limit of Liability amount stated in the Schedule for Professional Indemnity.

The Limit of Liability amount stated in the Schedule for Professional Indemnity is the maximum We will pay in respect of any one Claim and total Claims Covered irrespective of the number of financial members of the Myotherapy Association Australia Covered under this Policy.

The Limit of Liability including any reinstatement of the Limit of Liability permitted under additional benefit “Reinstatement of Limit of Liability” shall be shared by all of You.

The Limit of Liability is inclusive of any additional benefit sub-limit, other amounts Covered and Defence Costs.

Further,

- a) We may, at Our sole discretion, agree to extend the Policy to include additional financial members of the Myotherapy Association Australia during the Period of Cover. Their inclusion does not increase the Limit of Liability or increase the number of reinstatements of the Limit of Liability permitted under the Policy;
- b) Priority of payment under this Policy during the Period of Cover applies as follows:
  - i. For all amounts payable under "Defence Costs", the date of receipt by Us of the relevant account or invoice.
  - ii. For all amounts payable under "Section – Professional Indemnity", the date of settlement or final judgement.

We will not be obliged to pay any Claim, judgement, settlement, costs or expenses or to defend any Claim or legal action after We have paid or agreed to pay an amount equal to the Limit of Liability.

The Limit of Liability shown in the Schedule will not be reduced by the Excess amount payable by You.

#### Molestation Defence Costs

Notwithstanding the Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts exclusion, We agree to pay for Defence Costs in respect of any Claim first made against You and reported to Us during the Period of Cover, which arises from any actual or alleged molestation, interference with, mental or physical abuse of persons by Your Employee or principal directly in the conduct of the Professional Services.

Nothing in this extension shall require Us to provide Cover to any of Your Employees or principals who have perpetrated any such act of molestation, interference, mental or physical abuse or to Cover You if by act or omission You have committed or condoned such molestation, interference, mental abuse or physical abuse.

If it is found by way of an admission, judgment or adjudication that You did in fact commit or condone such molestation, interference, mental or physical abuse, then We shall cease to provide any Defence Costs and You must repay to Us within 30 days of Our request for repayment all Defence Costs made under this extension by Us.

The maximum We will pay for all Defence Costs Covered under this additional benefit is limited to \$50,000 during the Period of Cover.

#### Run-off Cover - 3 years

If, during the Period of Cover, the person or legal entity stated in the Schedule as the Insured permanently retires, or permanently ceases to provide the Professional Services or is subject to a merger, takeover, sale or winding up, We shall Cover that Insured for any Claim Covered under this Policy:

**Provided that:** the Claim

a) arises out of an act, error, omission or conduct occurring prior to the date of such Insured's retirement, cessation of practice, merger, takeover, sale or winding up; and b) is first made against the Insured and notified to Us on or before the end of a period of three (3) years from the expiry of Period of Cover of this Policy: Provided further that: all such Cover will cease if such Insured: i) ceases retirement; ii) resumes their conduct of any of the Professional Services; iii) is no longer subject to a merger, takeover, sale or winding up or other permanent cessation of the Professional Services; or iv) another policy of insurance is arranged to insure any liability arising from the retirement, permanent cessation of the Professional Services, merger, takeover, sale or winding up.

v) upon any termination of Our appointment to provide Professional Indemnity / Public & Products Liability cover to the financial members of the Myotherapy Association Australia.

#### **Endorsements applicable to Section - Public and Products Liability**

##### Molestation 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 any assault, abuse, molestation, harassment, interference or discrimination (sexual or otherwise) of any person.

Your Products definition Amendment

“Your Products” definition in the Policy is deleted in its entirety and replaced with the following:

Your Products means any goods sold, supplied, delivered or distributed by You in the normal course of Your Business after they have ceased to be in Your possession or legal control;

but does not include goods manufactured or wholesaled or any vitamins or food supplements or herbal or medicinal products imported or exported by You.

**Endorsements applicable to all Sections**

Qualifications - Condition Precedent to Cover

It is a condition precedent to Cover under this Policy that You have the minimum competency and qualification to practise in Australia in the modalities You are Covered for under this Policy, and hold the required registration, accreditation or licence where required to conduct the Professional Services/Business.

Loss or Suspension of Registration 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 any work performed by or on behalf of You after the cancellation, suspension or termination of any statutory or professional registration or certification.

**IMPORTANT NOTICES**

**DUTY OF DISCLOSURE**

Before You enter into a contract of general insurance with Us You have a duty under the Insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty does not require disclosure of matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of Our business, ought to know;
- as to which compliance with Your duty is waived by Us.

**NON-DISCLOSURE – FAILURE TO COMPLY WITH YOUR DUTY OF DISCLOSURE**

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or We may cancel the contract.

If Your non – disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

**What You must tell Us**

When answering Our questions, You must be honest and You have a duty under law to tell us everything known to You and which a reasonable person in the circumstances would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy, and on what terms.

**Who needs to tell Us**

It is important that You understand You are answering Our questions in this way for yourself and anyone else whom You want to be Covered by the Policy.

**If You do not tell Us**

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel the Policy. If You answer our questions fraudulently, We may refuse to pay a claim and treat the Policy as having never worked.