



ASR | Underwriting
Agencies

Policy Wording

VETERINARY PROFESSIONALS

VDA Malpractice & General Liability

ASR Underwriting Agencies ABN 84 113 542 233 AFSL 291522



ASR Underwriting Agencies

1 – Preamble.....	3
2 – Insuring Clause.....	3
3 – Limit of Liability.....	3
4 – Definitions.....	4
5 – General Exclusions.....	5
6 – Veterinary Specific Exclusions.....	7
7 – Conditions.....	8
8 – Breach or Non-Compliance with Policy Conditions.....	10
9 – Disclaimer of Liability.....	10

ASR Underwriting Agencies Pty Ltd
ABN 84 113 542 233 AFSL 291522
25 Main St Beenleigh Qld 4207
PO Box 491 Beenleigh Qld 4207
Ph 07 34423333 Fax 07 38076839
Email enquiries@asruw.com.au
Website <http://www.asruw.com.au>

Version:
01112018

Effective:
01/11/2018

1 – Preamble

The Insured, having made a written proposal to Insurers, dated as stated in the Schedule, and/or otherwise submitted particulars and statements constituting the risk profile, which proposal and/or risk profile shall form the basis of this insurance, the Insurers will indemnify the Insured in good standing in accordance with the terms, Exclusions, Conditions and Limitations contained herein or endorsed hereon.

2 – Insuring Clause

The Insurers will indemnify the Insured:

2.1 Civil Claims

against their legal liability to pay compensation (including claimants' costs, fees and expenses) but subject to the "Exclusions" in paragraph 5 below and the terms and conditions of this policy, in accordance with the law of Australia, as a result of any actual or alleged (other than by the Insured) negligent act, error or omission in the performance of the Veterinary Professional Duties of the Insured undertaken in the course of practicing as a veterinarian, within Australia. The indemnity granted herein applies only to Claims first made against the Insured and notified to the Insurers during the Period of Insurance, subject to the provisions herein contained.

2.2 Professional Conduct Defence Costs

against the cost of legal expenses incurred in defending any veterinary statutory controlling body investigation first notified to the Insured during the Period of Insurance for legal expenses that the Insured shall be legally liable to pay in the course of practicing his profession as a registered Veterinarian anywhere within the borders of Australia.

The Insurers will pay all legal expenses incurred by the Insured in the investigation or defence or the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any Claim made or which might be made against the Insured, provided such Claim or Claims are the subject of indemnity by this Policy and the Insurers prior written consent is obtained.

All costs, fees and expenses incurred by the Insurers or at their instance in the investigation, defence or settlement of any Claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any Claim made or which might be made against the Insured shall be deemed to be costs, fees and expenses incurred by the Insured with the prior consent of the Insurers.

2.3 General Liability

against any Claim first made on the Insured during the Period of Insurance for all sums which the Insured shall become legally liable to pay as damages and claimants' costs and expenses in respect of:

- (a) accidental bodily injury or death or illness of persons,
- (b) accidental loss of or damage to material property,

which occurred in the course of and in connection with the practicing of the veterinary profession.

2.4 Statutory Defence Costs

in respect of legal costs, fees and expenses incurred with the consent of the Insurers in the defence of any criminal action brought against the Insured during the Period of Insurance as a result of the alleged contravention of any Statute relating directly to Veterinary Professional Duties, excluding labour law. (Labour Law advice is provided to members by the Veterinary Defence Association and/or the Veterinary Defence Company).

PROVIDED ALWAYS THAT:

- (a) no indemnity shall be granted for fines or penalties,
- (b) the total liability of the Insurers under this Insuring Clause shall not exceed the Limit of Liability in respect of all Claims made against the Insured during the Period of Insurance.

3 – Limit of Liability

The total liability of the Insurers in respect of all Claims under this Policy, including interest thereon, all claimants' costs, fees and expenses and Defence Costs, shall not exceed the Limit of Liability stated in the Schedule.

4 – Definitions

For the purposes of this insurance:

4.1 **The expression "Claim" shall mean** any originating process (in a legal proceeding or arbitration), cross Claim or counterclaim or third party or similar notice claiming compensation against and served on an Assured

4.2 **The Insured shall mean:**

4.2.1 The Insured named in the Schedule, being a fully paid-up member of the Veterinary Defence Association in good standing, in possession of a membership certificate under the auspices of the Veterinary Defence Association.

4.2.2 Any employee, other than another veterinarian, in respect of that person's liability arising out of his employment by the Insured in connection with the Insured's veterinary practice.

4.2.3 In the event of the death, incapacity, insolvency or bankruptcy of any person treated as the Insured (in respect of Claims against such person) his estate, legal representatives and/or heirs.

Provided that in respect of 4.2.3 above:

(1) Indemnity shall be granted only in respect of liability which the Insured would have been entitled to receive had the Claim been made against such Insured.

(2) Any person entitled to indemnity as though he were the Insured shall be subject to the terms of this insurance insofar as they can apply.

4.3 **"Professional Duties" shall mean** those duties of a professional nature which the Insured undertakes in the course of their usual "Business" as stated in the Schedule.

4.4 **"Documents" shall mean** bonds, debentures, scrip certificates, deposit receipts, transfers, coupons, warrants, bills of exchange, promissory notes, title deeds, powers of attorney, deeds, wills, agreements, maps, plans, records (whether on paper, microfilm, magnetic tape or disc) and written and printed documents and forms of any nature, belonging to the Insured or for which the Insured is responsible in connection with the "Business".

4.5 **"Deductible" shall mean** the Aggregate Deductible amount stated in the Schedule in respect of all Claims made under this Policy during the period of insurance. It is understood and agreed that if any expenditure is incurred by the Insurers which, by virtue of the Deductible, is the responsibility of the Insured, then such expenditure shall be forthwith reimbursed by the Insured.

For the purposes of the Deductible, all losses and/or Claims arising out of one act, error or omission, including costs, shall be deemed to arise out of one Claim.

5 – General Exclusions

The Insurers shall not indemnify the Insured against any Claim, liability, loss, damage, costs or expenses:

- 5.1 under any other Section of this Policy for any Claim admissible on a correct interpretation of the cover under any particular Section, the intention being that no Claim shall be admitted under more than one Section of the Policy.
 - 5.2 for the cost of the Insured's time or any internal or overhead expense of the Insured.
 - 5.3 arising from or in respect of liability assumed by the Insured (otherwise than under any agreement for the lease of office premises or machinery) without the prior consent of the Insurers.
 - 5.4 to property owned by or leased, lent, rented or hired to the Insured other than any leased or rented premises occupied by the Insured in connection with the Practice and any landlord's fixtures or fittings therein.
 - 5.5 arising out of the death of or bodily injury to or illness or disease sustained by any person under a contract of employment or apprenticeship with the Insured where such death, injury, illness or disease arises out of the execution of such contract.
 - 5.6 arising from breach of contract unless such breach is a breach or alleged breach of professional duty by the Insured or any other person upon whom the Insured has reasonably placed reliance.
 - 5.7 arising out of any property manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
 - 5.8 arising out of :
 - (a) loss of money (including financial instruments);
 - (b) theft or forgery of cheques and other negotiable documents of title.
 - 5.9 arising out of slander or out of defamatory statements in any publication, journal, magazine or newspaper or on radio or television or in any electronic media;
 - 5.10 brought about or contributed to by the dishonest, criminal or malicious act or omission committed by or on behalf of the Insured;
 - 5.11 made against the Insured by any associated, parent or subsidiary company or by any person or entity having a financial or executive interest in the Insured unless emanating directly from an independent third party;
 - 5.12 in respect of any liability of the Insured arising from any unfair or wrongful labour practice or breach of an employment relationship including discrimination and harassment or similar conduct
 - 5.12 or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
 - (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
 - (iii) nuclear explosives or any nuclear weapon;
 - (iv) nuclear waste in whatever form;
- regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.
- 5.13 in respect of which the Insured is entitled to indemnity under any other insurance, and this policy shall not be called into contribution with such other insurance, except in respect of any excess beyond the amount payable under such insurance;
 - 5.14 arising from the conduct of the business outside of Australia.
 - 5.15 directly or indirectly caused by, resulting from happening through or in connection with:
 - (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the control of any Government or Public or Local Authority;
 - (b) Any act of terrorism regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, terrorism means an act of violence or any act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear. In any action suit or other proceedings where the insurer alleges that by reason of this exclusion a loss is not covered by this insurance the burden of proving that such loss is covered shall be upon the insured.

- 5.16 or circumstances which may give rise to a Claim, which have been or should have been notified under any other policy or certificate of insurance attaching prior to the inception of this Policy;
 - 5.17 arising out of the insolvency of the Insured;
 - 5.18 arising out of the failure to effect or maintain insurance;
 - 5.19 arising out of any act, error or omission, or such cause of any other risk indemnifiable under this Policy, committed or occurring prior to the retroactive date stated in the Schedule;
 - 5.20 for bodily injury, disease, illness, loss or damage, directly or indirectly caused by seepage, pollution or contamination provided always that this exclusion shall not apply to liability in respect of death, bodily injury, illness or loss of or damage to material property or loss of use of such property where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening, or for the cost of removing, nullifying or cleaning up seepage, polluting or contaminating substances, unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening.
 - 5.21 Notwithstanding any provision of this Policy including any special Exclusion or extension or other provision not included herein which would otherwise override a general Exclusion, this Policy does not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all.
 - 5.21.1 to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or
 - 5.21.2 to capture save retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save retain or correctly to process such data in regard to or in connection with any such date; or
 - 5.21.3 to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction or any other destructive code, media or programme or interference.
- A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.
- 5.22 Notwithstanding any provision of this Policy including any Exclusion, exception or extension or other provision which would otherwise override an Exclusion, this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.
 - 5.23 for the costs of replacing or restoring any documents.
 - 5.24 up to the amount of the Deductible.

6 – Veterinary Specific Exclusions

The Insurers shall not indemnify the Insured against any Claim, liability, loss, damage, costs or expenses:

- 6.1 caused by the nature or condition of any goods or the containers thereof manufactured, prepared, distributed, supplied or sold by or on behalf of the Insured other than in the course of the conduct of the profession of the Insured as a registered Veterinary Surgeon in respect of:
 - 6.1.1 The legitimate compounding or dispensing of medicine or drugs for his bona fide patients.
 - 6.1.2 The giving or explaining of instructions concerning the use or application of such medicines or drugs.
 - 6.1.3 The making, preparing or improvising of any aids to be used by the Insured or any professionally qualified assistant of the Insured during surgery or other treatment.
- 6.2 for awards, fines, penalties, punitive, exemplary or vindictive damages, including, but not limited to, those handed down by the labour authorities, the veterinary statutory controlling bodies or any other statutory body.
- 6.3 arising directly or indirectly from or connected to BSE, Mad-Cow Disease, Chicken Flu/Avian Flu and Foot & Mouth Disease.
- 6.4 flowing from any Claim in which a Veterinary Defence Association - approved Informed Consent to Treatment form, for any invasive procedure or hospitalised case, duly signed by the lawful owner or agent of the animal(s) concerned, cannot be produced by the Insured. This clause does not apply to a locum or assistant veterinarian who is employed by a practice in which the principal veterinarian(s) are not Veterinary Defence Association members; and have not been approved by the Veterinary Defence Association.
- 6.5 flowing from a Vasectomy/Cauda Epididectomy carried out before or without completion of the VDA Vasectomy/Cauda Epididectomy consent form.
- 6.6 arising out of the handling or storage of semen or embryos or artificial breeding.
- 6.7 for any damages of whatsoever nature arising out of the dispensing of euthanasia solutions, game capture drugs, tranquilizers, anaesthetics, and any other hazardous drugs and products or the dispensing of any drugs or substances other than for a bona fide purpose for a bona fide patient.
- 6.8 arising out of the selling, dispensing, administration or use of drugs for purposes that are in conflict with the warnings or contra-indications contained within the package insert.
- 6.9 arising out of Claims from the issuing of any certificate in which a blood sample for DNA was not taken at the time of the examination according to the Veterinary Defence Association prescribed process.
- 6.10 arising out of Claims from the issuing of any soundness certificate in which a blood sample for drug screening was not taken at the time of the examination, according to the Veterinary Defence Association prescribed process.
- 6.11 arising out of the use of a certificate not approved by the Veterinary Defence Association.
- 6.12 arising from an examination or certificate issued for a seller/vendor or auctioneers or their agents.
- 6.13 arising from prize, show, racing, breeding or show-jumping equines where the limit exceeds that specified in the schedule.

7 – Conditions

Conditions 7.1 to 7.9 are Conditions precedent to the liability of the Insurers to provide indemnity under this Policy.

- 7.1 Premium is payable on or before the inception date or renewal date or instalment date as the case may be. The Insurer shall not be obliged to accept premium tendered to it more than 15 days after such date but may do so upon such terms as it in its sole discretion may determine.
- 7.2 The Insured shall give written notice to the Insurers as soon as practicable of any Claim made against the Insured and which forms the subject of indemnity under this Policy and shall give all such additional information as the Insurers require. Every Claim, writ, summons or process and all documents relating to the Claim, event or circumstance shall be forwarded to the Insurers immediately they are received by the Insured.
- 7.3 The Insured shall at all times maintain accurate descriptive records of all professional services, and make additional notes of the circumstances surrounding the Claim, which records and notes shall immediately be provided to the Insurers for inspection and use by the Insurers or their duly appointed representatives insofar as they pertain to any Claim under this Policy.
- 7.4 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers who, if they so wish, shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any Claim or to prosecute, in the name of the Insured, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim and the Insured shall give all such information and assistance as the Insurers may require and shall take no action or steps to the prejudice of the defence of the Claim.
- 7.5 The Insured shall give notice as soon as reasonably possible of any fact, event or circumstance which materially changes the information supplied to the Insurers at any time and the Insurers may amend the terms of this Policy according to the materiality of such change.
- 7.6 The Insured shall give to the Insurers or their duly appointed representatives such information, assistance and signed statements as the Insurers may require, and
- 7.6.1 The Insured shall assist in the defence of any Claim without charge to the Insurers
- 7.6.2 Shall neither take nor condone any steps or action to the prejudice of the Claim.
- 7.7 The interpretation and enforcement of the terms, Conditions and Exclusions of this Policy (and any phrase or word contained herein) shall be in accordance with the law of Australia whose courts shall have jurisdiction to the exclusion of the courts of any other country.
- 7.8 The Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such meaning wherever it may appear.
- 7.9 The Insurers may at any time pay to the Insured in connection with any Claim or series of Claims under this Policy to which the Limit of Liability applies the amount of such limit (after deduction of any amounts already paid) or any lesser amount for which such Claim or Claims can be settled and upon such payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such Claim or Claims notwithstanding the fact that the Insured has been only partially reimbursed for their loss due to the amount of any deductible payable in terms hereof.
- 7.10 All recoveries made in respect of any Claim under this Policy shall be applied (after deduction of the costs, fees and expenses incurred in obtaining such recovery) in the following order of priority:
- 7.10.1 the Insured shall first be reimbursed for the amount by which their liability in respect of such Claim exceeded the amount of indemnity provided by the Policy;
- 7.10.2 the Insurers shall then be reimbursed for the amount of their liability under the Policy in respect of such Claim;
- 7.10.3 any remaining amount shall be applied towards the amount of the Deductible borne by the Insured in respect of such Claim.

- 7.11 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance, shall declare as soon as possible such details as the Insurers may require. The premium shall then be adjusted and any difference paid by or allowed to the Insured.
- 7.12 If indemnity is sought under this Policy by any fraudulent means:
- 7.12.1 all benefit in respect of such Claim shall be forfeited;
- 7.12.2 Insurers may cancel the Policy with immediate effect by notice in writing to the last known address of the Insured.
- 7.13 If the Limit of Liability is increased during the Period of Insurance, the liability of the Insurers in respect of Claims made against the Insured prior to such increase, shall not exceed the Limit of Liability applicable prior to such increase.
- 7.14 The Insured shall not, without the Insurers consent, waive any right of recourse against any agent, correspondent, external consultant or other person with whom the Insured may be associated.
- 7.15 Whenever this Policy provides notice to be given to the Insurers such notice shall be given to:
Lloyd's Australia Limited Level 21
Level 9, 1 O'Connell Street,
Sydney
NSW, 2000

Complaints Resolution Process

If you have a complaint about an insurance product issued by us or a service you have received from us, including the settlement of a claim, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, call us on (07) 3442 3333 or email enquiries@asruw.com.au

We will keep you informed of the progress of our review at least every 10 working days and give you our response in writing within 15 working days provided we have all necessary information and have completed any investigation required.

In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:

Lloyd's General Representative in Australia
Level 9, 1 O'Connell Street,
Sydney NSW 2000
Telephone: (02) 8298 0783
Email: ldraustralia@lloyds.com

You will be advised whether your dispute will be handled by either Lloyd's Australia or the Complaints Department at Lloyd's in London.

Where your dispute is eligible for referral to the Australian Financial Complaints Authority (AFCA), your dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.

AFCA will review our decision in accordance with their terms of reference. You are not bound by their decision. However, we are bound to act immediately on AFCA's decision. This is a free service provided by an independent body. Brochures outlining the operations of AFCA are available from us or the Insurance Council of Australia in your State or Territory. You can phone the AFCA from anywhere in Australia on 1800 931 678 or write to them at:

Australian Financial Complaints Authority
GPO Box 3,
Melbourne 3001
Email: info@afca.org.au

Where you are a retail client and your dispute is not eligible for referral to the AFCA, or where you are a wholesale client, Lloyd's Australia will refer your dispute to the Complaints Department at Lloyd's, who will then liaise directly with you.

In this case, you may be eligible for referral to the Financial Ombudsman Service (UK). Further details will be provided by the Complaints Department with their final decision to you.

Your dispute will be acknowledged in writing within 5 business days of receipt, and you will be kept informed of the progress of our review of your dispute at least every 10 business days. The length of time required to resolve a particular

dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your dispute within 15 business days of receipt, provided we have received all necessary information and have completed any investigation required.

This service is free of charge to policyholders

8 – Breach or Non-Compliance with Policy Conditions

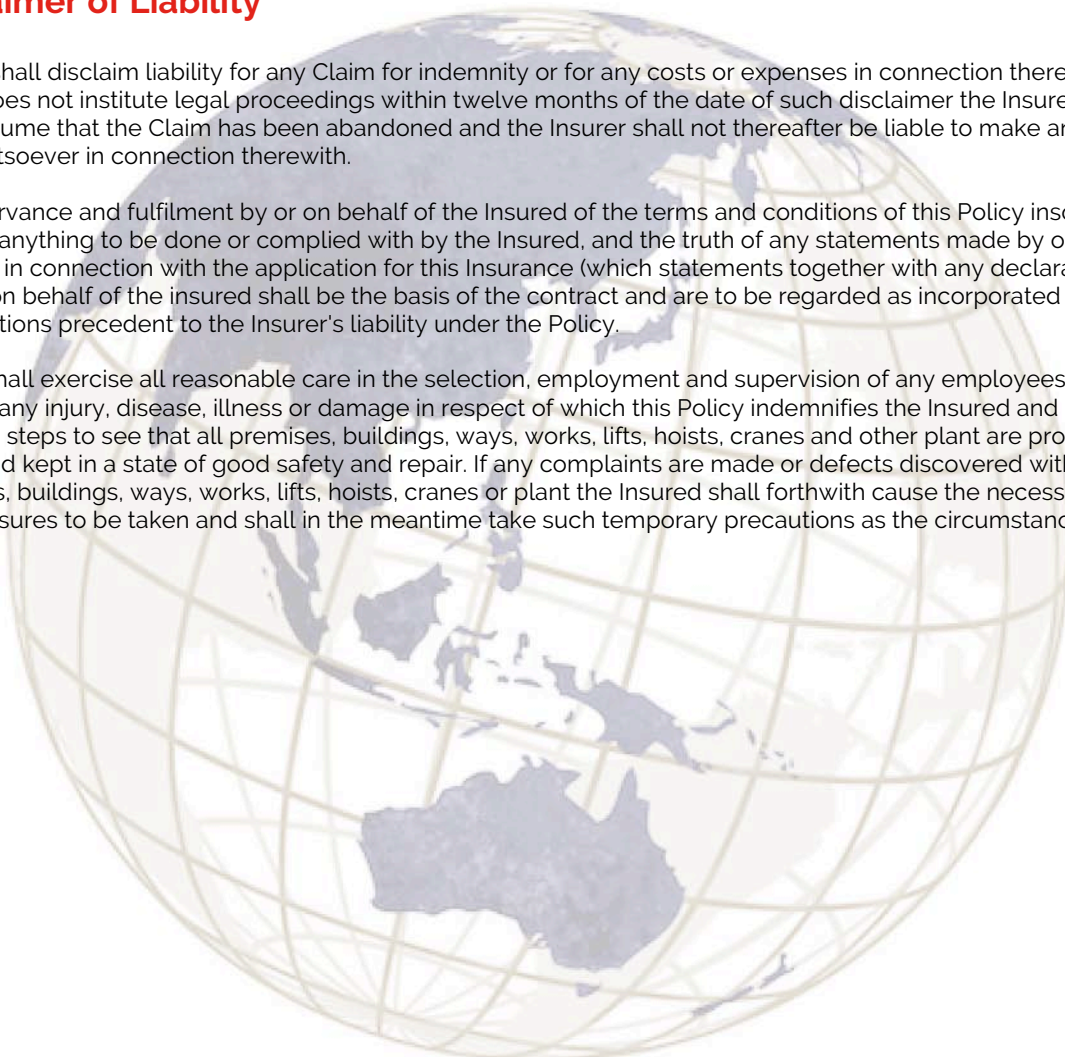
Where the Insured's breach of or non-compliance with any condition of this Policy has, in the opinion of the Insurer, resulted in prejudice to the handling or settlement of any Claim, the indemnity afforded by this Policy in respect of such Claim shall be reduced to such sum as in the Insurer's absolute and sole opinion would have been payable by them in the absence of such prejudice. Notwithstanding this Condition no Claim shall attach hereto for any liability or loss discovered or first notified to the Company after the expiry of this Policy.

9 – Disclaimer of Liability

If the Insurer shall disclaim liability for any Claim for indemnity or for any costs or expenses in connection therewith and the Insured does not institute legal proceedings within twelve months of the date of such disclaimer the Insurer shall be entitled to assume that the Claim has been abandoned and the Insurer shall not thereafter be liable to make any payment whatsoever in connection therewith.

The due observance and fulfilment by or on behalf of the Insured of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured, and the truth of any statements made by or on behalf of the Insured in connection with the application for this Insurance (which statements together with any declaration signed by or on behalf of the insured shall be the basis of the contract and are to be regarded as incorporated herein), shall be conditions precedent to the Insurer's liability under the Policy.

The Insured shall exercise all reasonable care in the selection, employment and supervision of any employees and in the prevention of any injury, disease, illness or damage in respect of which this Policy indemnifies the Insured and shall take all reasonable steps to see that all premises, buildings, ways, works, lifts, hoists, cranes and other plant are properly maintained and kept in a state of good safety and repair. If any complaints are made or defects discovered with regard to such premises, buildings, ways, works, lifts, hoists, cranes or plant the Insured shall forthwith cause the necessary remedial measures to be taken and shall in the meantime take such temporary precautions as the circumstances may require.





ASR Underwriting
Agencies

ASR Underwriting Agencies Pty Ltd
ABN 84 113 542 233 | AFSL 291522

25 Main Street | PO Box 491
Beenleigh Q 4207 Australia

P 07 3442 3333
F 07 3807 6839
E info@asruw.com.au

www.asruw.com.au