

What's changed

Medical Malpractice - Chemist Pharmaceutical Professional

The purpose of this document is to provide a summary of recent changes to the policy terms and conditions for QM2631-1023 Medical Malpractice - Chemist Pharmaceutical Professional.

This document:

- ✓ is a summary only and
- ✓ addresses only the key changes to QM2631-1023 Medical Malpractice - Chemist Pharmaceutical Professional.

This document:

- ✗ is not intended to be comprehensive
- ✗ does not form part of the insurance policy
- ✗ does not consider Your individual circumstances
- ✗ is not used to assess claims and
- ✗ should not be relied on instead of the Policy Wording.

We will assess any claim against the policy terms and conditions and applicable law.

Please read the new Policy Wording thoroughly for full details of cover, conditions and exclusions to ensure it meets Your requirements.

Summary of key changes

We've updated our Medical Malpractice - Chemist Pharmaceutical Professional Policy Wording (QM2631-1118 Medical Malpractice - Chemist Pharmaceutical Professional Policy to QM2631-1023 Medical Malpractice - Chemist Pharmaceutical Professional Policy). To see how this cover has changed, we've provided a summary of the key changes below:

Change type	What's changed	Explanation	Details can be found in
Clarification	Defined terms and Headings	All defined terms and headings have been capitalised	Throughout the policy
New	QBE in the community - Premiums 4 Good	Provides information regarding how We support the community by investing a portion of Your premium.	About this Booklet
Clarification	Complaints	Clarifies the steps to make a complaint and includes information regarding Complaints about Privacy.	General Information for Your Policy - Resolving Complaints & Disputes
Clarification	Claims Made	Updated to include paragraph regarding how the Optional Policy Extension - Fidelity clause operates.	General Information for Your Policy - Claims Made

Change type	What's changed	Explanation	Details can be found in
Clarification	How Much We'll Pay	Clarifies that: <ol style="list-style-type: none"> 1. the most we will pay for a Claim is the Limit of indemnity or Sublimit less any deductible; 2. all Sublimits are inclusive of costs; and 3. once the Sublimit is exhausted there is no further coverage. 	Policy Wording
Clarification	Amount Payable Table	Clarifies the Sublimits for each Extension	Your Policy - Amount Payable Table
Clarification	Preventing Our Right of Recovery	Moved to Section 5: General Conditions	Your Policy - Preventing Our Right of Recovery
Clarification	How Goods and Services affects any payments we make	Moved to Section 5: General Conditions	Your Policy - How Goods and Services affects any payments we make
Section1: Insuring Clauses			
Clarification	Section 1: Insuring Clauses	Clarified the Civil Liability Insuring Clause to note that the Claim must also arise out of the provision of Community Chemist and Pharmaceutical Services (defined) and that is was provided in accordance with the Australia and State or Territory Govt guidelines and requirements.	Section 1: Insuring Clauses
New	Section 1 Insuring Clauses - Civil Liability	Inserted Covid Related Services insuring clause to provide cover for Claims arising out of Covid Related Services (defined term). Subject to certain conditions noted in the clause.	Section 1: Insuring Clauses
Clarification	Section 1: Insuring Clause - Costs and Expenses	Amended the clause to clarify that where it is determined that You are not entitled to Costs and Expenses, You will reimburse the Insurer for any Costs and Expenses paid.	Section 1: Insuring Clauses
Clarification	Insuring Clause Clarification - Intellectual Property	Moved to Extensions. Amended to clarify cover for Community Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 1: Insuring Clause Clarification

Change type	What's changed	Explanation	Details can be found in
Clarification	Insuring Clause Clarification - Defamation	Moved to Extensions. Amended to clarify cover for Community Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 1: Insuring Clause Clarification
Clarification	Insuring Clause Clarification - Joint Venture Liability	Moved to Extensions. Amended to clarify cover for Community Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 1: Insuring Clause Clarification
Clarification	Insuring Clause Clarification - Loss of Documents	Moved to Extensions. Amended to clarify cover: 1. notwithstanding the Cyber and Data Exclusion; and 2. for Community Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 1: Insuring Clause Clarification
Clarification	Insuring Clause Clarification - Outgoing Principals and Employees	Moved to Extensions. Format change.	Section 1: Insuring Clause Clarification
Clarification	Insuring Clause Clarification - Privacy Complaints and Claims	Moved to Extensions. Renamed Privacy. Amended to clarify cover for Community Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 1: Insuring Clause Clarification
Clarification	Insuring Clause Clarification - Retroactive Date	Moved to Section 5: Claims Conditions.	Section 1: Insuring Clause Clarification
Clarification	Insuring Clause Clarification - Trade Practices and related legislation	Moved to Extensions. Renamed Australian Consumer Law and Similar Legislation. Amended to clarify cover for Community Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 1: Insuring Clause Clarification

Change type	What's changed	Explanation	Details can be found in
Clarification	Insuring Clause Clarification - Vicarious Liability	Moved to Extensions. Amended to clarify cover for Community Chemist and Pharmaceutical Services and/or Covid Related Services. Removed reference to cover for legal liability with respect to a qualified medical practitioner as we do not provide cover for qualified medical practitioners.	Section 1: Insuring Clause Clarification
Section 2: Extensions			
Clarification	Section 2: Policy Extension - Preamble	Included a further bullet point to note that the extensions are subject to the sublimit noted in the Amount Payable Table, the most we will pay any one Extension and in the aggregate is the amount listed in the Amount Payable Table.	Section 2: Policy Extensions
New and Addition	Section 2: Advance Claim Protection	New clause providing cover for Costs and Expenses which You incur with a lawyer on the QBE Financial Lines panel lawyer, up to the Sublimit, while QBE determines its indemnity position. The clause also notes that where the Policy does not respond, You will repay QBE for the Costs and Expenses paid.	Section 2: Policy Extensions

Change type	What's changed	Explanation	Details can be found in
Clarification	Section 2: Policy Extensions - Continuous Cover	<p>Clause amended to confirm cover where the Claim arises out of provision of Community Chemist and Pharmaceutical Services or Covid Related Services subject to certain conditions included:</p> <ol style="list-style-type: none"> 1. continually insured with QBE from when the fact or circumstance could have been notified and when it was notified; 2. You would have been entitled to indemnity under the Policy in which it should have been notified; 3. Failure to disclose the fact or circumstance was not fraudulent; 4. the Limit of Indemnity is the lesser of the Limit of indemnity of the previous Policy and the current Policy; 5. the terms of the Policy will apply; and 6. QBE is entitled to reduce the amount paid under the Policy Extension by the prejudice suffered. 	Section 2: Policy Extensions
Clarification	Section 2: Policy Extensions - Coverage for excluded conduct claims	<p>Clause has been unbundled and new clauses have been created to take into account the amendment of this clause:</p> <ol style="list-style-type: none"> 1. Fraud and Dishonesty; or 2. Medicare and Medical Fund Fraud; <p>We no longer offer any cover for what would have been covered but for intoxicants and drugs and molestation.</p>	Section 2: Policy Extensions
New and Addition	Section 2: Policy Extensions - Defamation	New clause confirming cover for Claims made against You for unintentional defamation arising out of the provision of Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 2: Policy Extensions

Change type	What's changed	Explanation	Details can be found in
Clarification	Section 2: Policy Extensions - Emergency First Aid	Removed reference to Voluntary or medical assistance. We have instead referred to provision or failure to provide medical assistance.	Section 2: Policy Extensions
Clarification	Section 2: Policy Extensions Estates and Legal Representatives	Amended for clarification purposes.	Section 2: Policy Extensions
Removed/Reduction	Section 2: Policy Extensions - Fines and Penalties	We no longer provide this cover.	Section 2: Policy Extensions
New and Addition	Section 2: Policy Extensions - Fraud and Dishonesty	New clause to clarify that cover will extend to You (subject to the Claim arising from the provision of Community Chemist and Pharmaceutical Services or Covid Related Services) but not to the person who committed or alleged to have committed or condoned the act, error or breach and Dual Controls were in place at the time of any actual or alleged dishonest, fraudulent, criminal or malicious act or omission of You or any third party for whose acts, errors or omissions You are legally liable.	Section 2: Policy Extensions
Clarification	Section 2: Policy Extensions: Loss of Documents (not involving a third party)	Separated out bullet point 3(a). Amended for clarification purposes.	Section 2: Policy Extensions
Clarification	Section 2: Policy Extensions - Medicare and Medical Fund Fraud	Amended for clarification purposes.	Section 2: Policy Extensions
Removed	Section 2: Policy Extensions - Molestation	QBE no longer provides this cover.	Section 2: Policy Extensions
Clarification	Section 2: Policy Extensions - Newly created or acquired subsidiaries	Amended to include reference to Community Chemist and Pharmaceutical Services or COVID Related Services.	Section 2: Policy Extensions

Change type	What's changed	Explanation	Details can be found in
Clarification	Section 2: Policy Extensions - Official investigations and enquiries - costs and expenses	Title amended to Investigation Costs and Expenses. Investigation has now been defined in Section 7 and we have removed the definition from the clause itself. Removed the hard coded sublimit and we refer to the Amount Payable table as per the preamble to Section 2 with respect to the Sublimit. Amended for clarification purposes.	Section 2: Policy Extensions
Clarification	Section 2: Policy Extensions - Public relations expenses	Clauses amended to note that cover applies notwithstanding the Cyber and Data exclusion (new exclusion) and must be a direct result of an Adverse Publicity Event (defined term). Removed the hard coded sublimit and we refer to the Amount Payable table as per the preamble to Section 2 with respect to the Sublimit.	Section 2: Policy Extensions
Clarification	Section 2: Policy Extensions - QBE legal panel	The title has been amended to QBE Financial Lines Legal Panel. The clause has been amended for clarification purposes and we have included the details of the Claims team to assist with queries with respect to enquiries to engage the QBE Financial Lines Legal Panel.	Section 2: Policy Extensions
Clarification	Section 2: Policy Extensions - Run off cover	Amended for clarification purposes.	Section 2: Policy Extensions
New and Addition	Section 2: Policy Extensions - Social Engineering Fraud	New clause to provide cover for the voluntary giving or surrendering of Money, Tangible Securities, Funds or Property (notwithstanding the Surrender exclusion) subject to Dual Controls being in place and Verification Procedures being followed.	Section 2: Policy Extensions

Change type	What's changed	Explanation	Details can be found in
Clarification	Section 2: Policy Extensions - Students	Clause amended to note that the Claim must arise out of the provision of Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 2: Policy Extensions
Section 3: Optional Extensions			
Clarification	Section3: Optional Extensions - Preamble	Includes an additional bullet point to note that the most we will pay any one Policy Extension and in the aggregate is the amount listed in the Amount Payable Table.	Section3: Optional Extensions
Clarification	Section 3: Optional Extensions - Fidelity	Amended for clarification purposes. We have included an additional bullet point to confirm that no indemnity will be provided for loss of any other Property as defined and we provide a few examples. We have removed the hard coded sublimit and instead we refer to the Amount Payable Table as per the preamble. We have included a hard coded sublimit where there were no Dual Controls in place at the time of the actual or alleged dishonest, fraudulent act or omission.	Section 3: Optional Extensions
Clarification	Section 3: Optional Extensions - Previous business	Clause amended to note that the Claim must arise out of the provision of Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 3: Optional Extensions
Section 4: Exclusions			
Clarification	Section 4: Exclusions - Abuse	No cover provided for any actual or alleged act of Abuse (defined) or failure to detect or prevent Abuse. It was previously the Molestation exclusion clause.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Aircraft motor vehicles and watercraft	Clause amended to include a further bullet point to note that no cover will be available with respect to aircraft registration, inspection or maintenance advice provided by You.	Section 4: Exclusions

Change type	What's changed	Explanation	Details can be found in
New and Clarification	Section 4: Exclusions - Amount Payable	The clause notes that QBE will not be liable to provide indemnity or make any payment in excess of the Limit of Indemnity or the Maximum Payable/Sublimit specified in the Amount Payable Table.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Asbestos	Clause amended to note that the exclusion will not apply to the provision of Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 4: Exclusions
New and reduction	Section 4: Exclusions - Consent not informed	There is no indemnity provided where the claimant did not provide consent to the provision of Community and Chemist and Pharmaceutical Services and/or Covid Related Services. However, this exclusion will not apply where it is an emergency, accident or disaster.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Cyber and Data	There is no indemnity provided arising out of any Cyber Act (defined), Virus (defined) or breach of Data protection Law (defined). This exclusion shall not apply to indemnity provided under Section 2 with respect to costs of reconstituting or recovering lost or damaged documents owned or controlled by You.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Defamation	There is no indemnity provided for deliberate libel or slander.	Section 4: Exclusions
New	Section 4: Exclusions - Exclusion for Certain Losses	There is no indemnity for loss of production, loss of profits, loss of business, loss of wages costs associated with increased costs of working, loss of contacts, liquidated damages, indirect losses or consequential loss of damage of any kind.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Fraud and dishonesty	Amended for clarification purposes. Point 1 has been separated out for clarity.	Section 4: Exclusions

Change type	What's changed	Explanation	Details can be found in
Clarification	Section 4: Exclusions - Goods, sold, stored, supplied or distributed	Clause amended to note that there is no indemnity provided with respect to the sale, storage, supply or distribution of any good or product other than a Claim arising directly from the provision of Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Infectious or Communicable Disease, Bacteria and Virus	There is no indemnity provided for any reckless disregard of any guidelines, principles or instruction issued by the Australian Government, relevant State or Territory Government, the NZ Government or any other relevant department in the jurisdiction which You operate in.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Intellectual Property	There is no indemnity provided with respect to a deliberate infringement of copyright or trademark.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Intoxicants and Drugs	There is no indemnity provided as a result of rendering or failing to render competent Community and Chemist and Pharmaceutical Services and/or Covid Related Services while under the influence of intoxicants or drugs.	Section 4: Exclusions
New and Clarification	Section 4: Exclusions - Laws Impacting Cover	There is no indemnity provided to the extent that it is unlawful for QBE to provide indemnity.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Licensing	There is no indemnity provided with respect to You not being licensed, registered or accredited to provide Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Manufacturing	There is no indemnity provided with respect to any activities as a manufacturer of goods or products, or the supervision of such activities.	Section 4: Exclusions

Change type	What's changed	Explanation	Details can be found in
Clarification	Section 4: Exclusions - Nuclear	Clause and format amended for clarification purposes. Reference to Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Obligations to employees	Clause and format amended for clarification purposes.	Section 4: Exclusions
New	Section 4: Exclusions - Other Insurance	There is no indemnity provided where You are entitled to be indemnified under any other insurance.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Pollutants	Clause and format amended for clarification purposes.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Refund of Fees or Charges	There is no indemnity provided with respect to a Claim for the refund of any commission, professional fees, charges or other remuneration.	Section 4: Exclusions
New and Clarification	Section 4: Exclusions - Retroactive Date	There is no indemnity provided prior to the Retroactive Date (defined) stated in the Policy Schedule.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Sanctions	Amended for clarification purposes.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Surrender	There is no indemnity for the voluntary giving or surrendering of Money, Tangible Securities, Funds or Property in any exchange or purchase.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Terrorism	The exclusion shall not apply to Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 4: Exclusions
Clarification	Section 4: Exclusions - Trading Debt	There is no indemnity provided for any trading debt, liability or losses incurred by you, guarantee given for a debt or Your insolvency.	Section 4: Exclusions
New and Reduction	Section 4: Exclusions - Utility Service Provider	There is no indemnity provided with respect to the failure of an internet, telecommunications or electricity provider or other utility provider.	Section 4: Exclusions

Change type	What's changed	Explanation	Details can be found in
Clarification	Section 4: Exclusions - War	The exclusion shall not apply to Community and Chemist and Pharmaceutical Services and/or Covid Related Services.	Section 4: Exclusions
Section 5: Claims Conditions			
New	Section 5: Claims Conditions - Allocation	Provides clarity regarding a situation where aspects of the Claim/Investigation are covered and not covered. If You and QBE cannot reach an agreement, then the matter will be referred to Senior Counsel to determine.	Section 5: Claims Conditions
Clarification	Section 5: Claims Conditions - Claims mitigation and co-operation	Formatting amended for clarification purposes.	Section 5: Claims Conditions
New	Section 5: Claims Conditions - Contribution	Requires You to inform QBE of any other insurance that You hold which may provide cover for any loss insured by this Policy. If there is another policy which provides the same cover, then You are to assist QBE with making a claim for contribution.	Section 5: Claims Conditions
Clarification	Section 5: Claims Conditions - Defence and Settlement	Definition of Claim was amended to remove the reference to Investigation and accordingly, this clause was amended to account for Investigation and Investigation Costs and Expenses.	Section 5: Claims Conditions
Clarification	Section 5: Claims Conditions - Reporting and notice	Amended details of whom to notify the Claim or circumstance to including provision of an email address.	Section 5: Claims Conditions
New	Section 5: Claims Conditions - Retroactive Date	This clause provides clarification with respect to the Retroactive Date and how it operates.	Section 5: Claims Conditions
Clarification	Section 5: Claims Conditions - Senior Counsel	Provides a timeframe in which QBE is required to act if You and QBE cannot agree to the strategy.	Section 5: Claims Conditions
Section 6: General Conditions			

Change type	What's changed	Explanation	Details can be found in
Clarification	Section 6: General Conditions - Alteration to Risk	<p>The title has been changed to Material Alteration to risk.</p> <p>We include additional terms where QBE is required to be notified:</p> <ol style="list-style-type: none"> 1. if there is any change to Community and Chemist and Pharmaceutical Services and/or Covid Related Services; 2. if You lose the right to perform Community and Chemist and Pharmaceutical Services and/or Covid Related Services; and 3. if there is any cancellation to Your registration to perform Community and Chemist and Pharmaceutical Services and/or Covid Related Services. 	Section 6: General Conditions
Clarification	Section 6: General Conditions - Deductible	<p>Definition of Claim was amended to remove the reference to Investigation and accordingly, this clause was amended to account for Investigation and Investigation Costs and Expenses.</p>	Section 6: General Conditions
Clarification	Section 6: General Conditions - Limit of Indemnity	<p>Amended for clarification purposes and included information with respect to:</p> <ol style="list-style-type: none"> 1. Sublimits in accordance with the Amount Payable Table; 2. the Limit of Indemnity for any one Claim; and 3. the aggregated Limit of Indemnity for all Claims and Policy Extensions notified during the Period of Insurance. 	Section 6: General Conditions
Clarification	Section 6: General Conditions - Multiple Claims	<p>Amended for clarification purposes.</p>	Section 6: General Conditions

Change type	What's changed	Explanation	Details can be found in
New	Section 6: General Conditions - Other Insurance	The clause notes that in the event of other policy/ies of insurance listed in the Policy Schedule, this policy will apply in excess of those other policy/ies noted.	Section 6: General Conditions
Clarification	Section 6: General Conditions - Policy construction and interpretation	Amended for clarification purposes.	Section 6: General Conditions
New	Section 6: General Conditions - Recovery Action and Uninsured Loss	<p>You are not to do anything that may prejudice QBE's rights of recovery against any third party. If we do seek to recover the amount paid with respect to a Claim or Investigation, You must provide us with reasonable assistance.</p> <p>If we are seeking to recover, We may also provide the option to You to assist you with any uninsured component of the Claim in which you are also seeking recovery. However, this will be subject to certain conditions noted in the clause.</p>	Section 6: General Conditions
New	Section 6: General Conditions - References to Legislation	Where there is any reference to any legislation, this includes any Subsequent Legislation (defined).	Section 6: General Conditions

Change type	What's changed	Explanation	Details can be found in
New	Section 6: General Conditions - Severability	<p>Where this policy insures more than one party, any conduct whereby one party failed to comply with the duty of disclosure or made a misrepresentation to QBE before this contract of insurance was entered into, shall not prejudice the right of any other insured party. Provided that:</p> <ol style="list-style-type: none"> 1. the other insured party does not have prior knowledge of such conduct; 2. on becoming aware of any such conduct, advises QBE in writing; and 3. the conduct of the entities or persons referred to in parts 1 and 2 of the definition of You is attributed to the Named Insured. 	Section 6: General Conditions
Section 7: Definitions			
Clarification and Updated	Section 7: Definitions	All defined terms commence with a capital. Additional terms have been defined that are referenced in the Policy Wording.	Section 7: Definitions