

Avant Optometry Australia Insurance Policy Confirmation Certificate

General product details

Avant Professional Indemnity Insurance policy for Optometry Australia

Policy Period	From: 30 September 2024 To: 30 September 2025							
Insured	Qualified Optometrists, recent graduates and final year student members of a State Division of Optometry Australia ABN 17 004 622 431							
Policy number	OPTOME001							
Policy limit	<p>\$20 million for any one claim and for all claims in the aggregate per OA member, including legal defence costs subject to the sub-limits set out below.</p> <p>Part B: Legal fees and expenses</p> <table><tr><td>Disciplinary, criminal and coronial proceedings and inquiries</td><td>\$2 million</td></tr><tr><td>Loss of documents</td><td>\$250,000</td></tr><tr><td>Court attendance costs</td><td>\$50,000 (\$500 per day)</td></tr></table>		Disciplinary, criminal and coronial proceedings and inquiries	\$2 million	Loss of documents	\$250,000	Court attendance costs	\$50,000 (\$500 per day)
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Policy wording	V6.0, 30 September 2024							
Retroactive date	Unlimited							
Reinstatement	One included							
Endorsement	Public Liability							

Please note this is not a policy schedule. Details of the insurance cover are set out in the policy schedule and policy wording.

With effect from 1 July 2025, and provided you are a member of Optometry Australia, the policy is amended to incorporate the terms of Schedule PL.

Schedule PL

Subject to the terms, conditions, and exclusions of the policy, we will cover you for up to \$20 million for public liability where you are working as a contractor in a premises that you do not own or control. Cover is extended to cover you for:

1. Public liability

1.1 Amounts that you become legally liable to pay as compensation for:

- a) personal injury or property damage; or
- b) damage to property in your care custody or control; or
- c) advertising liability; or
- d) food or drink supply,

which arise out of an occurrence happening during the policy period, and:

- i. which is directly connected with the practice of your profession; and
- ii. where you were a contractor; and
- iii. where you are an OA Member, and acting as an optometrist; and
- iv. working on third party premises

1.2 Legal costs incurred by us in relation to a liability for which indemnity is available under clause 1.1.

1.3 Definitions

For the purpose of this Schedule PL of the Policy the following definitions apply:

Advertising liability any liability arising from advertising, provided by you or on your behalf, whether or not for a fee, and arising from actual or alleged:

- a) breach of the misleading or deceptive conduct provisions of the *Competition and Consumer Act 2010* (Cth), or Schedule 2 to the *Competition and Consumer Act 2010* (the Australian Consumer Law), or any Fair Trading or similar legislation; and
- b) unfair competition, piracy or idea misappropriation contrary to an implied contract.

Food or drink supply means food and drink which are supplied free of charge.

Legal costs means the necessary and reasonable costs, which are incurred by us through our appointed lawyers in response to matters covered by Schedule/ Annexure PL of this policy.

Occurrence means an event that is neither expected nor intended by you and for which indemnity is available under clause 1.1. All liability arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one occurrence which occurred at the point in time of the first individual occurrence of the series.

Personal Injury means death, bodily injury, illness, disease, disability, shock, fright, mental anguish and mental injury.

Property damage means

- a) damage to or destruction of tangible property including any resulting loss of use of that property; and
- b) loss of use of tangible property which has not been damaged, lost or destroyed where such loss of use is caused by physical damage to or destruction of other tangible property.

Third-party premises means premises not owned, leased or controlled by you, including premises temporarily occupied by you

Property in care, custody, and control means

- a) third-party premises (including the contents);
- b) directors', employees', patients' and visitors' personal effects; and
- c) other property,

that is not owned by you but which is in your temporary care, custody, and legal control.

Conditions applicable only to clause 1.1 Public liability

- 1.4 To the extent that they are inconsistent with the terms, conditions and exclusions of Schedule PL, clause 7.18 of the policy does not apply to any liability or request for indemnity under this section of the policy.

What you are not covered for under clause 1.1 Public liability

- 1.5 We will not cover you for any liability, legal costs or requests for indemnity which arise out of, or are in connection with:
 - i. **Other cover under this policy**
any liability under Parts A or Part B this policy.
 - ii. **Personal injury**
any liability arising from actual or alleged sexual harassment, sexual assault, sexual misconduct or any form of bullying or discriminatory conduct by you.
 - iii. **Advertising liability**
Advertising liability arising from an actual or alleged:
 - a) failure of performance of any contract, however this exclusion will not apply to allegations for unauthorised appropriation based upon breach of a contract;
 - b) infringement of copy mark or trademark, however this will not apply to unintentional and accidental use of titles or slogans;
 - c) incorrect description of any good or product;
 - d) statement, report, or testimony that was made under your direction, knowing it was inaccurate or false; or
 - e) failure of your products or services to meet the performance, quality, usefulness, or durability that was advertised.

- iv. **Aircraft, hovercraft and watercraft**
the loss, destruction or damage to aircraft, hovercraft or watercraft
- v. **Cyber risks**
any loss, damage, or liability arising out of or in connection with the use of or reliance on any software, hardware, network, system, or any other technology, whether owned, leased, or otherwise controlled by the you, including:
 - a) cyber-attacks, hacking, or other unauthorised access to systems; or
 - b) data breaches, theft, loss, or corruption of digital data or information; or
 - c) transmission of viruses, malware, or other harmful software; or
 - d) disruption or loss of service due to technological failures, including any network or system downtime.
- vi. **Faulty workmanship**
any damage to property as a result of improper work performed by you or on your behalf, or by reason of materials or equipment that are defective or inadequate for such work, and require the property to be repaired, reconditioned or replaced.
- vii. **Loss of use**
the loss of use of tangible property which has not been physically damaged or destroyed, where such loss of use is caused by a delay or lack of performance by you.
- viii. **Tobacco**
the inhalation or ingestion of tobacco or tobacco smoke or products.
- ix. **Vehicles**
the ownership, possession, operation or use by you of vehicles, where the vehicle is required by law to be registered or required by law to have compulsory liability insurance in force. However, this exclusion does not apply to:
 - a) property damage relating to the loading and unloading of goods from vehicles; or
 - b) property damage caused by any vehicle which is designed primarily for lowering, lifting, loading or unloading within the confines of your premises
- x. **Workers' compensation and employment liability**
any personal injury to any person:
 - a) incurred, contracted or occurring while under a contract of service or apprenticeship with you;
 - b) or any breach of any obligation owed by you as an employer to any employee or to any persons deemed to be an employee under any workers' compensation law or scheme and/or similar legislation or arrangement; or
 - c) for any in respect of which compensation is available under any workers' compensation law, or scheme and/or similar legislation, or arrangement or would have been available had you complied with the law, scheme and/or similar legislation or arrangement.

This exclusion will not apply to any allegations arising out of any personal injury of an employee while a patient of yours, which is caused by any negligent act, error or omission of you, not involving the provision of healthcare.