

Covering

To represent the interests of the members of the association in the area of Professional Ambulance Services, Errors, Omissions and Wrongful Acts

Business Insured – Your Occupation

Paramedics and Intensive Care Paramedics

Limit of Indemnity – What You are Insured for Limit of Indemnity

Limit of Indemnity Any one claim and in the aggregate \$2,000,000

Territorial Limits New Zealand only

Legal Jurisdiction New Zealand only

Retroactive Date Inception of Policy

Excess – Your Contribution to the Claim Excess

In respect of each and every claim/ Member \$ 1,000

Automatic Extensions

Automatic Reinstatement

Breach of Contract

Consultants, Subcontractors and Agents

Continuous Cover

Costs of Representation at Registration Board Proceedings

Defamation

Fair Trading Act 1986

Fraud and Dishonesty of Employees

Intellectual Property

Internet Liability

Joint venture Liability (Insureds Only)

Loss of Documents

Previous Business

Endorsements

Sanctions Exclusion R2423

Sanctions Exclusion Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed that this policy does not insure any loss or provide any benefit under this policy where a claim payment would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of any country.

Paramedics R1000 / Paramedic Endorsements

Death or Bodily Injury Endorsement

It is agreed that Exclusion 3 (Death or Bodily Injury) is deleted from this Policy.

Investigation Costs and Expenses Extension

QBE agrees to pay Investigation Costs and Expenses, provided that;

1. QBE shall be entitled, at its discretion, to appoint legal representation to represent the Insured in the investigation, examination or enquiry;
2. the investigation, examination or enquiry or notice of intended investigation, examination or enquiry is commenced during the Period of Insurance and is notified to QBE during the same Period of Insurance;
3. in the event that a claim for payment of Investigation Costs and Expenses is withdrawn or indemnity under this Policy is subsequently withdrawn or denied, QBE shall cease to advance Investigation Costs and Expenses and the Insured shall refund any Investigation Costs and Expenses advanced by QBE to the extent that QBE is satisfied that the Insured was not entitled to such Investigation Costs and Expenses, unless QBE agrees in writing to waive recovery of such Investigation Costs and Expenses; and
4. the maximum amount payable by QBE under this extension shall be NZD 100,000 any one Claim and in the aggregate per Insured paramedic, which shall form part of and is not in addition to the amount of indemnity available noted in Insuring Clause 2 (Costs and Expenses); and

5. The Excess to apply to each and every Claim under this extension shall be NZD 1,000.

For the purpose of this extension;

- i. an official investigation, examination or enquiry includes an investigation, examination or enquiry by way of a NZ Health and Disability Commission Enquiry, Coroner's Enquiry, Accident Compensation Enquiry or an investigation, examination or enquiry conducted by a regulatory authority or a disciplinary committee of an association or professional body of which the Insured is a member but does not include any judicial review or any investigation, examination or enquiry conducted by a parliamentary committee.
- ii. 'Investigation Costs and Expenses' means; Legal costs and other expenses reasonably and necessarily incurred by or on behalf of QBE, or by or on behalf of the Insured with QBE's prior written consent, arising out of any legally compellable attendance at an official investigation, examination or enquiry in relation to the conduct of the Insured's profession where such investigation, examination or enquiry may lead to a recommendation in respect of civil liability or civil proceedings which would be the subject of a Claim covered by this Policy. 'Investigation Costs and Expenses' does not include any fine, penalty or order for the payment of monetary compensation.

Manslaughter prosecution successful defence costs

Notwithstanding Exclusion 8 (Fraud and Dishonesty) of this Policy, QBE agrees to pay Costs and Expenses incurred in connection with a manslaughter prosecution against an Insured paramedic arising or allegedly arising out of the provision or omission to provide medical or health professional services for which they are Acquitted by a Court.

Provided that:

1. QBE shall not be under any obligation to advance Costs and Expenses as they are incurred, but may advance Costs and Expenses at its sole and absolute discretion; and
2. in the event that the Insured is not Acquitted by a Court and is therefore not entitled to payment under this Policy, the Insured shall repay to QBE any payments made; and
3. the maximum amount payable by QBE under this extension shall be NZD 100,000 any one Claim and in the aggregate per Insured paramedic, which shall form part of and is not in addition to the amount of indemnity available noted in Insuring Clause 2 (Costs and Expenses); and
4. the excess to apply to each and every claim under this extension shall be NZD 1,000.

For the purpose of this extension;

- i. 'Costs and Expenses' means;
 - a. all necessary and reasonable legal costs, disbursements, witness costs, assessor costs or expert costs incurred by QBE, or by the Insured with the prior written consent of QBE, solely in investigating or defending any manslaughter prosecution covered under this extension.
 - ii. 'Acquitted by a Court' means;
 - a. dismissal of all charges prior to a hearing; or
 - b. after a defended hearing or other final adjudication:
 - i. a dismissal of all the charges; or
 - ii. a verdict of not guilty on all the charges,
- but shall not include a dismissal pursuant to a plea bargain where multiple charges have been laid or a criminal prosecution where the Insured is charged with more than one offence and convicted on at least one of the charges.

Run-off cover insured entity

QBE agrees that in the event an Insured paramedic ceases membership with St Johns Ambulance then the coverage provided under this Policy with respect to such Insured paramedic shall continue for a maximum 12 months after cessation date.

Provided that;

1. such coverage shall only apply in respect of Claim(s) arising from an act, error or omissions occurring prior to the effective date that the Insured paramedic ceased to be a member of St Johns Ambulance; and
2. QBE is the Insurer of the St Johns Ambulance individual paramedics professional indemnity insurance during the Period of Insurance in which the Claim is brought.

General Liability

Policy Wording – GEL 0516

For the individual St John NZAA and AWUNZ contract paramedics as declared to and agree with QBE

Covering

To represent the interests of the members of the association in the area of Professional Ambulance Services

Business Insured – Your Occupation

Paramedics and Intensive Care Paramedics

Limit of Liability – What You are Insured for Limit of Liability

Limit of Liability Public – each Occurrence \$ 2,000,000

Products – in the Aggregate \$ 2,000,000

Territorial Limits New Zealand only

Legal Jurisdiction New Zealand only

Retroactive Date Inception of Policy

Excess – Your Contribution to the Claim Excess

In respect of each and every claim/ Member \$ 250

Automatic Coverage Included Sub-Limit Excess

Advertising Liability \$1,000,000 \$1,000

Business Advice or Service Excluded Excluded

Contractors/Sub-Contractors 'Labour Only' Additional
Insureds

Option Limit Option Excess

Defective Workmanship \$100,000 \$1,000

Forest & Rural Fires Act \$1,000,000 \$500

Goods On Hook \$250,000 \$2,500

Hazardous Substances Emergency \$1,000,000 \$1,000

Innkeepers Liability Option Limit \$1,000

Landlord's Liability Option Limit Option Excess

Lost or Stolen Keys \$250,000 \$1,000

Mechanical Plant Liability and Carpark Liability Option Limit Option Excess

Product Withdrawal Costs \$100,000 \$1,000

Property in Care, Custody or Control \$500,000 \$1,000

Punitive & Exemplary Damages (bodily injury NZ only) \$2,000,000 \$500

Remotely Piloted Aircraft Systems Extension \$1,000,000 \$1,000

Tenant's Liability Option Limit Option Excess

Underground Services Option Limit \$5,000

Vehicle or Watercraft, Equipment or Machinery

Service/Repair Vehicle or Watercraft \$250,000 \$1,000

Equipment or Machinery \$250,000 \$2,500

Vibration or Removal of Support Option Limit \$5,000

Visits to the North American Countries Option Limit Option Excess

Warrant of Fitness \$500,000 \$2,500

Endorsement

Business Advice or Service Exclusion R0705

Automatic Coverage Clause 'Business Advice or Service' is deleted.

Statutory Liability

Policy Wording – STL 0110

For the individual St John NZAA and AWUNZ contract paramedics as declared to and agree with QBE

Covering

To represent the interests of the members of the association in the area of Professional Ambulance Services

Business Insured – Your Occupation

Paramedics and Intensive Care Paramedics

Limit of Liability – What You are Insured for Limit of Liability

Limit of Liability Public – each Occurrence \$ 1,000,000

Territorial Limits New Zealand only

Legal Jurisdiction New Zealand only

Retroactive Date Inception of Policy

Excess – Your Contribution to the Claim Excess

In respect of each and every claim/ Member \$250

Automatic Extensions

Consolidation or Merger

Newly Created or Acquired Subsidiary Companies

Extended Reporting Period

Endorsements

Sanctions Exclusion R2423

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed that this policy does not insure any loss or provide any benefit under this policy where a claim payment would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of any country.

Defence Costs Endorsement (STL0110)

The following is added to Insuring Clause 2. Limits of Indemnity:

2.3 In addition to 2.1 and 2.2, QBE shall pay Defence Costs, up to the Limit of Indemnity or NZD 1,000,000, whichever is the lesser.