



Change in Cover Notice

Australia Physiotherapy Association (Master Policy Schedule & Vero Affinity Medical Malpractice Civil Liability Insurance Policy)

Disclaimer: The following is a comparison between the base wording of Affinity Medical Malpractice Civil Liability Insurance Policy V11322 (31/03/2024) and (30/11/2025), in addition to changes implemented on the Master Policy schedule between the current 2025-2026 period and the 2026-2027 renewal period.

Clause	Expiring	Renewing	Comments
Indemnity			
Defence Costs Paid in Addition -Limit	If Defence Costs are specified as "Costs in Addition", cover is subject to average clause.	Defence Costs (if specified as 'Costs in Addition') will be limited to an amount equal to the Limit of Indemnity.	Change in policy operation Average provision for Defence Costs ("Costs in Addition") has been removed. Note: This is not relevant to the coverage arranged for members of the Australia Physiotherapy Association, as the Master Policy is "Defence Costs (Costs Inclusive)".
Continuous Cover	Applies to Claims, did not apply to Inquiry Notices.	Applies to Claims and applies to Inquiry Notices.	Increased coverage Insured can notify the Insurer of an Inquiry Notice of which they were aware prior to the Policy Period, but had not disclosed (provided such non-disclosure was not fraudulent).
Conditions			
Refund Upon Cancellation	Insurer will refund the balance of premium paid, inclusive of GST.	As for the expiring terms, but also specifies the balance of refund is also inclusive of stamp duty and other refundable government charges or levies.	Clarification Vero is re-clarifying their pro-rata refund position, where the Insured is entitled to receive a refund.
Definitions			

Limit of Indemnity – GST Exclusive	Expressly noted as exclusive of GST, provided the Insured is entitled to claim an input tax credit.	Provision removed; allowing silent, implied operation of how the limit will operate in accordance with the Insured's input tax credit entitlements.	Clarification Vero is likely to have removed this provision to remove the assumption that every client would have a 100% input tax credit.
Schedule			
Additional Notices	Endorsement addresses how policy is arranged for APA members.	As for expiring terms, but further clarification added to ensure it is clear who acts as the intermediary and who is covered under the policy.	Clarification Endorsement language changed to enhance contract certainty.
Master Policy Endorsement – Principal Policyholder	Includes reference to Extension 7.15 Public Relations.	As for expiring terms, with correction applied to error on expiring endorsement in reference to the Extension as it was missing one word - 7.15 Public Relations <u>Expenses</u> .	Clarification Endorsement language corrected to enhance contract certainty.
Master Policy Endorsement – Authorisation Condition Amendment	Endorsement refers to Policyholder as "the agent" and refers to Conditions 10.4 Claims Conduct and 11.11 Severability and Non-Imputation.	As for expiring terms, with several corrections applied, as follows: • "The agent" has been removed, to avoid confusion that could indicate the Policyholder is the intermediary; • Condition 10.4 Claims Conduct has been corrected to the correct Wording reference – 10.3 Claims Conduct; and • Reference to Condition 11.11 has been corrected to align with how the Condition appears in the wording, removing capitalisation from 'non-imputation'.	Clarification Endorsement language corrected to enhance contract certainty.
Master Policy Endorsement – Payment of Premium Amendment	Endorsement refers to Insurer being able to cancel the policy in accordance with the Insurance Contracts Act.	As for expiring term, with Insurance Contracts Act removed in favour of "where the law allows it to do so".	Clarification Endorsement language changed to enhance contract certainty, as the Insurer may have had broader rights available than that which was stated.

Criminal Proceedings Defence Costs Extension Endorsement – Trigger	Applies if Insured found not guilty or is finally acquitted.	As for expiring terms, with inclusion of criminal proceedings being discontinued against Insured.	Increase in coverage Renewal endorsement provides broader coverage than the expiring provided.
Childbirth Exclusion Amendment Endorsement	Endorsement adds paragraph which protects coverage for provision of Healthcare Services before or after labour.	As for expiring, with endorsement now restating the wording of the Childbirth in-full, with clarification on intent of endorsement.	Clarification Endorsement language changed to enhance contract certainty.
Removal of Subrogation Waiver Exclusion Endorsement	No endorsement added; Subrogation Waiver' exclusion in wording applied to the coverage.	Endorsement added, removing 'Exclusion 9.2.15 Subrogation waiver'.	Increase in coverage Renewal endorsement provides broader coverage by removing exclusion that was previously applicable.
Claims Notification Amendment Endorsement	No endorsement added.	Endorsement applied, allowing claim notifications to be notified directly to Aon for lodgement.	Change in policy operation Endorsement provides broader ability for notification of claims than would be applicable under the wording.
Eligibility of Insurance for APA Members	No endorsement added.	Endorsement added, providing a framework as to who this policy applies to, considerations for suitability and requirements to be eligible for coverage under the policy.	Clarification Endorsement language added to clarify eligibility of coverage for APA members.