



QPSU members working as health professionals in the public sector are increasingly being held accountable for the health care services they deliver.

As part of QPSU membership fees, QPSU has negotiated with an insurer a group policy to provide members with Malpractice Liability and Legal Benefits Insurance cover.

QPSU is able to provide these benefits at a fraction of the cost to an individual seeking similar insurance coverage.

PROFESSIONAL INDEMNITY INSURANCE

Remember it is important to report all incidents that may result in a claim to the QPSU.

Membership Services Centre
1800 177 244

Authorised Alex Scott, General Secretary QPSU.



Contact Details

For information regarding the professional indemnity insurance policy, or to make a claim, contact the QPSU on 1800 177 244.

The QPSU has industrial staff based in Brisbane and throughout Queensland.

For assistance with any workplace matter contact the Membership Services Centre on 1800 177 244.

www.qpsu.org.au

Professional Indemnity Insurance policy

Who is covered?

Public Sector

Queensland Health — all members except Doctors, Dentists and Administration Officers

Education Queensland — Allied Health Professionals

Department of Housing — Allied Health Professionals

Disability Services Queensland – Allied Health Professionals

Private Sector

Allied Health Professionals

Terms of the Cover

The Malpractice Liability and Legal Benefits policy that QPSU has is based on an employer/employee relationship and therefore only covers financial members who are defined as employees.

There are two parts to the QPSU Malpractice Liability and Legal Benefits Insurance.

Malpractice Liability Insurance Cover

In general the policy indemnifies members against liability at law for compensation and members' costs and expenses as a result of a breach of professional duty under any form of civil law arising out of any act, error or omission, in the conduct of your occupation anywhere in Australia.

The policy covers up to \$5 million for any one claim, and \$10 million in the aggregate during the insurance period.

Legal Benefits Insurance Cover

In general the policy indemnifies members for legal defence costs or legal pursuit costs in connection with a claim or legal proceedings (work related), in Australia.

This covers representation in tribunals and disciplinary hearings.

Where the member is instigating the legal action there is an excess of \$250.

The policy covers up to \$50,000 in legal costs for any one claim, and \$100,000 in the aggregate during the insurance year. Members can use their own lawyer if approved by the insurer.

The Legal Benefits insurance cover does not cover legal proceedings involving or alleging dishonesty or intentional violence.

The Policy also covers:

- Libel and slander (words written or spoken by you in the course of your work);
- Loss of documents (lost or damaged documents in the course of your work);
- Public liability (covers against claims for compensation for bodily injury and damage to property, arising out of an accident/incident occurring in connection with your work);
- Good Samaritan Acts; and
- Coronial Inquiries where the member is required to attend by law.

General Practice Cover

To be eligible for the QPSU's indemnity cover your primary employment must be in Queensland Health, Education Queensland, Housing Queensland, Disability Services Queensland or in an area of QPSU coverage in the private sector.

Members who have secondary employment in Private Practice are covered by the QPSU policy provided that the member is a sole trader who does not operate as a partnership, or as a business name (registered or unregistered) or as a registered company.

If your secondary employment is in Private Practice, the policy only covers you for work up to \$25,000 gross income during the financial year.

Major Policy Exclusions

The policy does not cover:

- Any claim arising directly or indirectly from or in connection with any act of terrorism.
- Any dishonest, fraudulent, criminal or malicious Breach of Duty.
- Any abnormal duties not associated with your occupation.
- Services provided while under the influence of drugs or intoxicants.
- Skin penetration unless the needle/syringe is used only once, or sterilised before re-use in line with health regulations.
- Legal proceedings involving or alleging dishonesty or intentional violence.
- The performance of an operation carried out under a general anaesthesia unless authorised by law.

- The performance of any operation to terminate pregnancy where the termination is not in accordance with relevant State or Territory Legislation.
- Contractual Liability - Where the member has at any time by deed or agreement forgone, excluded or limited a right of recovery.

The Conditions

- The policy is written on a claims made and notified basis.
- Failure to immediately report any circumstances that may lead to a claim may result in the claim being denied by the insurer.
- Circumstances reported during a policy period, covers claims made at any time in the future including where the member resigns from the Union.
- Covers claims made whilst on unpaid leave, including maternity, provided the union has been notified of absence and member has not resigned subject to the reporting of the circumstances.

Retrospective Cover

- You will be covered for any incident, unknown to you, that occurred before you became a union member.

Resigning members

- You will be covered if you resign from the union for any incident, unknown to you, committed prior to the date of resignation.

Report to the Union

If you have knowledge of an incident/accident, previously occurred but not reported, and you have reason to believe a claim may now be made against you, contact the union immediately.

It is the responsibility of members to report any circumstances that may lead to a claim during each policy period.

To notify of an incident contact the Membership Services Centre on 1800 177 244.

Important Note

It is important to note that the information provided above only represents a summary of the policy coverage and must be read in conjunction with the definitions, extensions, exceptions and conditions of the QPSU's Professional Indemnity Insurance Policy.