Community Underwriting Agency
Not for Profit Association Liability Package
Quick Reference Guide for Changes to Policy Wording

Community Underwriting

Making a real difference to the way insurance is provided to the Not for Profit sector

This Quick Reference Guide has been prepared to provide a snapshot of the changes that have been made to our new wording in comparison to our previous Association Liability Package Policy. The new wording is effective for all new business and renewals attaching on or after 31 May 2025.

The information provided is intended as a summary guide only. Please review the entire policy wording for full details of the coverage provided along with the relevant extensions, definitions, conditions and exclusions.

Document Section:	New:	Old:
Identification Number	CUW ASL 0525	CUW AL 0922
Insuring Clauses		
Insuring Clause 1.1.3 Professional Indemnity	Civil liability arising out of the conduct of the Professional Business by the Insured.	Civil liability caused by a breach of professional duty by the Insured in the conduct of the Professional Business.
Automatic Extensions		
2.8 Costs of an Inquiry or Investigation	Coverage shall apply where any notice requiring the presentation and/ or production of any documentation and/ or representation by the Insured is first served during the Period of Insurance.	Previously applying where notice requiring attendance of the Insured is first served during the Period of Insurance.
2.10.3 Run-Off Cover	Amending 2.10.3 to reflect broader civil liability coverage provided under Insuring Clause 1.1.3	Restricted to a Wrongful Act causing a breach of professional duty in the conduct of the Professional Business.
2.24 Vicarious Liability	Vicarious liability in respect of the provision of services by any third party contracted Medical Professional, Healthcare Professional or other professional consultant, sub-consultant or contractor in the conduct of the Professional Business.	Previously vicarious liability for provision of Medical Services by Medical Persons.
2.28 Appointed Consultants and Sub- Consultants	Providing cover for sub-consultants that derived at least 90% of income from the Named Insured but under the direct control or supervision of a principal, partner, director, employee or volunteer.	Previously providing cover for sub-consultants that derived at least 90% of income from the Named Insured but under the direct control of a principal, partner, director, employee or volunteer.
2.29 Contractual Liability Defence Costs	Providing cover for contractual liability in the conduct of the Professional Business up to $250,000 in the aggregate.	Providing cover for contractual liability in the conduct of the Professional Business but subject to Exclusion 5.10.

Automatic Extensions (cont)		
2.36 Fidelity and Third Party Crime Extension 2.36.7	Correcting the sub limit to apply to the entire cover provided under 2.36.7	Sub limit erroneously applied only to 2.36.7c
Optional Extensions		
3.3 Malpractice	Providing cover caused by or arising out of the rendering or administering or failure to render or administer services as a Medical Professional or Healthcare Professional.	Providing cover caused by or arising out of the rendering of or failure to render Medical Services or non medical care or treatment by any Medical Professional.
Definitions		
Healthcare Professional	means any allied health provider including but not limited to acupuncturists, audiologists, Chinese medicine practitioners, chiropractors, dietitians, nurses, nutritionists, occupational therapists, osteopaths, pharmacists, pathologist, physiotherapists, podiatrists, psychologists, and speech pathologists.	Previously required a specific endorsement to the Optional Extension for Malpractice if coverage for Allied Health was required.
Insured Person e.	Any intern, work experience persons or volunteers while such persons are acting for or on behalf of the Named Insured and/or within the scope of their duties in such capacities and under the supervision of a director, employee of volunteer of the Insured;	Any volunteer of the Named Insured.
Insured Person h.	a Bishop, Priest or Deacon of the Named Insured or a member of a religious institution undertaking activities in connection with the Professional Business.	Not previously included.
Insured Person	does not mean a receiver, receiver and manager, official manager, liquidator, administrator, trustee or other person administering a compromise or scheme of arrangement made for an Insured Person.	Not previously excluded.
Medical Professional	means any medically qualified practitioner including but not limited to general practitioners, surgeons, cardiologists, obstetricians, anaesthesiologists, medical radiation practitioners, pathologists, dental practitioners, optometrists, psychiatrists, paramedics and midwives including student doctors and medical interns.	means any medically qualified doctor including but not limited to anaesthesiologists, radiologists, pathologists, surgeons, cardiologists, general practitioners and obstetricians. Medical Professional also extends to include student doctors, medical interns, dentists and midwives.
Medical Services	Removed definition as addressed by definition of Medical Professional and Healthcare Professional.	"Medical Services" means: a. any treatment carried out under general anaesthesia; b. any dental services or treatment; c. any procedures connected with weight loss, sterilisation, childbirth or provision of midwifery services.
Named Insured	does not mean a receiver, receiver and manager, official manager, liquidator, administrator, trustee or other person administering a compromise or scheme of arrangement made for an Insured Person.	Not previously excluded.

Definitions (cont)		
Subsidiary Company	Amended to include: b. any parish, agency, or office controlled or sponsored by the Named Insured; c. any trust or foundation controlled or sponsored by the Named Insured	No previous definition.
Exclusions		
5.7 Liability Arising out of Employment	Clarifies that exclusion does not apply to coverage provided under Insuring Clause 1.1.5 Employment Practices Wrongful Act.	No previous clarification.
5.9 Bodily Injury and/or Property Damage	bodily injury, mental injury (including but not limited to mental stress and mental anguish), harassment, invasion of privacy, disease or death of any person(s) or loss of or damage to property. This Exclusion does not apply however to: a. any Claim under Insuring Clause 1.1.3 Professional Indemnity other than a Claim in connection with a person acting in their capacity as a Medical Professional or Healthcare Professional; or b. any Claim under Insuring Clause 1.5 Employment Practices Liability; or c. any Claim under Insuring Clause 1.1.7 Crisis Consultancy Expenses; or d. any Claim under Insuring Clause 1.1.8 Fines and Penalties; or e. Automatic Extension 2.8 - Costs of an Inquiry or Investigation; or f. Automatic Extension 2.16 - Pollution Investigation and Defence Costs; or g. Automatic Extension 2.18 Defamation, Libel and Slander h. Automatic Extension 2.19 - Occupational Health & Safety; or i. Automatic Extension 2.35 - Third Party Employment Practices Cover; or j. Optional Extension 3.3 Malpractice where specifically insured.	bodily injury, mental injury (including but not limited to mental stress and mental anguish), harassment, invasion of privacy, disease or death of any person(s) or loss of or damage to property. This Exclusion does not apply however to: a. mental anguish, humiliation, emotional distress or injury to feelings in connection with any Claim under Insuring Clause 1.1.5; or b. any Claim under Insuring Clause 1.1.8; or c. Automatic Extension 2.16 - Pollution Investigation and Defence Costs; or d. Automatic Extension 2.19 - Occupational Health & Safety; or e. Automatic Extension 2.35 - Third Party Employment Practices Cover; or f. Optional Extension 3.3 where specifically insured.
5.12 Professional Duty	any Wrongful Act causing a breach of professional duty by the Insured in the conduct of the Professional Business. However this exclusion 5.12 does not apply to: a. any Wrongful Act by an Insured Person in their capacity as an Insured Person; or b. any Claim under Insuring Clause 1.1.3 Professional Indemnity; or c. Automatic Extension 2.24 - Vicarious Liability.	any Wrongful Act causing a breach of professional duty by the Insured in the conduct of the Professional Business. However this exclusion 5.12 does not apply to Insuring Clause 1.1.3. or Automatic Extension 2.24 - Vicarious Liability for Medical Persons.

Exclusions (cont)		
5.13 Infringement of Intellectual Property Rights	any deliberate infringement of any copyright or patents or other intellectual property rights.	any inadvertent infringement or alleged infringement of any copyright or patents or other intellectual property rights.
5.17 Investment Advice or Financial Activities	5.17.1 the giving of any express or implied warranty or guarantee, making a representation, failing to give an appropriate warning or engaging in misleading and deceptive conduct relating to the financial return (including, without limitation, any actual, historical, anticipated, forecast or projected financial return) of any investment or portfolio of investments; or 5.17.2 in connection with any public or private issue of shares, debentures, preference shares (redeemable or otherwise), promissory notes or any other form of negotiable or non-negotiable security for the raising of capital by equity, debt or any other means and/or the issue of any prospectus or the making of any written or oral representation, in connection with any such issue.	the giving of any express or implied warranty or guarantee, making a representation, failing to give an appropriate warning or engaging in misleading and deceptive conduct relating to the financial return (including, without limitation, any actual, historical, anticipated, forecast or projected financial return) of any investment or portfolio of investments.
5.24 Malpractice Exclusions	Replaced Medical Services with services and added Healthcare Professional	Previously Medical Services and Medical Professional

General Conditions		
7.8 Other Insurance and Non Accumulation	Additional paragraph: Where a party insured under the Policy is also entitled to indemnity under another insurance policy issued by Us, our maximum Indemnity Limit shall be equivalent to the highest.	Not previously clarified.
7.12 Malpractice Conditions	Added Healthcare Professional and removed Medical Services	Not previously included

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