



This Document is to be read in conjunction with part 1, 2 and 3 of your Product Disclosure Statement

Endorsement for Member of Australian Tutoring Association

1. The paragraph headed "Professional Duty" under "What we exclude" column of Section 7 -Legal Liability is deleted and replaced with the following paragraph:

"Professional Duty

is directly or indirectly due to a breach of a duty owed in a professional capacity (for example the provision of professional advice or services) other than any Professional Risks specified under Extra Benefit 9, Professional Risk."

2. In the "What we cover" column of Section 7 – Legal Liability, Extra Benefit 9 Professional Risk is inserted as follows:

"9. Professional Risk

- (a) arising directly or indirectly from any act error or omission occurring, committed or alleged to have been committed or caused by, through, or in connection with the conduct or provision of tuition services performed by you or on your behalf provided that you or the person or persons conducting such tuition on your behalf are duly accredited to do so by a recognised tertiary institution. We will also pay claims for legal liability arising from or in connection with financial loss caused by the conduct or provision of tuition services performed by you or on your behalf provided that you or the person or persons conducting such tuition on your behalf are duly accredited to do so by a recognised tertiary institution.
- (b) arising from claims for damages or compensation made against you under the terms of the Trade Practices Act 1974 (or any other fair trading legislation enacted by the States and Territories of the Commonwealth of Australia) which arise from misleading or deceptive conduct which relates solely to the conduct under (a) (not being deliberate or fraudulent conduct) except in respect of any portion of such claims which are made pursuant to the penal or criminal provisions of those acts. In addition, no claim will be paid to the extent there is any coverage for the claim under Section 9 – Legal Power."

3. In the "What we cover" column of Section 7 – Legal Liability, Extra Benefit 1 - Care custody or control, paragraph (e) Customers property, paragraph (e) is deleted and replaced with the following paragraph:"

(e) your customer's property being all forms of tangible property while in your short term care, custody and control (but not while in your care, custody or control overnight) provided that you took reasonable care to safe guard their effects, however we will not pay a claim for **legal liability** for:

- (i) jewellery;

(ii) cheques, credit card sales vouchers, postal and money orders, unused postage and revenue stamps, franking machine contents, securities and other negotiable instruments, other than cash;

(iii) mobile phones, computer software, laptop computers, computer accessories and palm pilots;

(iv) any property not owned by your customer and/or property consigned to you for any purpose."

4. In the "What we cover" column of Section 7 – Legal Liability, Extra Benefit 10 Student to Student is inserted as follows:

"10. Student to Student

Arising directly or indirectly from a student injuring another student during student instruction and/or participation such as during classes or related functions conducted by or under your **business** at your **premises**. In the event of any student being entitled to indemnity under any other policy of insurance, the indemnity granted herein will apply only in respect of an amount in excess of what is available under such other policy."

5. In the "What we exclude" column of Section 7 – Legal Liability in relation to Extra Benefit 9 Professional Risk and in the "What we exclude" column of Section 7 – Legal Liability in relation to Extra Benefit 1 Care, custody and control, paragraph (e) Customer's property, and "What we exclude" column of Extra Benefit 10 - Student to Student the following additional exclusions are inserted:

"We will not pay any claims for **legal liability** arising from or in connection with:

(a) **Financial loss** arising from or in connection with:

(i) non attendance of an arranged event, lesson or class;

(ii) organisational, administrative, promotional, managerial or logistical matters;

(iii) the transaction of moneys, currency or any other form of financial transaction conducted by you;

(iv) any financial or other transaction involving the transfer of assets from or to you conducted in connection with the business;

(v) the unauthorised use of an eftpos machine or credit card processing device, cheques or similar negotiable instruments or loss of money held by you; and

(vi) any dishonesty, fraudulent, criminal or malicious act, error or omission by you or your **employees**;

(b) the administration or non-administration of medication or drugs of any kind by you or by anyone acting on your behalf;

(c) sub-contractors working for and/or with you;

- (d) persons or property, where there is no association with your **business**;
- (e) your family;
- (f) yoga;
- (g) paedophilia, sexual misconduct, sexually transmitted disease and/or herpes and/or hepatitis and/or inflections or infections of the HIV virus, including prostitution;
- (h) agents or persons working for or with you, including volunteers, demonstrators, observers, students and apprentices and their property, whether or not such persons were in receipt of reward, if they were /are not qualified and/or adequately trained or supervised by you;
- (i) your functions and duties as a director and/or officer of any legal entity, corporation or other incorporated body;
- (j) any trading debt incurred or guaranteed in respect of such debt given by you;
- (k) any liability which is incurred or affected by reason of you at the time entering into a deed or agreement excluding, limiting or delaying your legal rights of recovery against another;
- (l) loss, destruction, or damage to deeds, wills, agreements, maps, books, letters, certificates, form and documents of any nature whatsoever;
- (m) your insolvency, bankruptcy or liquidation;
- (n) any failure or omission to maintain insurance;
- (o) property that is consigned to you for any purpose; and
- (p) any defective workmanship."

6. In relation to Extra Benefit 9 Professional Risk our liability to you will not exceed the \$1,000,000 in respect of any one claim or series of claims arising from any one occurrence and in the aggregate for all claims occurring during the **period of insurance**. This limit is inclusive of **additional costs** for a claim.

7. In the Customer Information Booklet the following definition is added under

Definitions:

Financial loss means any pecuniary loss sustained by a legal entity other than you.

8. For the purpose of Extra Benefit 9 the applicable **excess is \$250.00**.

9. In all other respects your policy remains unaltered.