Red Union Protect

Combined Product Disclosure and Protection Terms

RED UNION WORKERS' MUTUAL LIMITED

Issued to Eligible Members of the Nurses' Professional Association of New Zealand (NPANZ)

Field	Detail
Document reference	RUWM-PW-NZ-NURSE-v1.0
Certificate number	RUWM-CoP-NZ-NPANZ-25-01
Policy number	RUWM-POL-NZ-NPANZ-01
Effective	6 November 2025
Territory	New Zealand
Currency	New Zealand dollars (NZD)
Issuer	Red Union Workers' Mutual Limited, ACN 682 121 526
Member information	https://npanz.unions.co.nz/protection

THIS DOCUMENT CONTAINS PROVISIONS THAT LIMIT THE AMOUNT PAYABLE AND THE CIRCUMSTANCES IN WHICH PROTECTION IS GRANTED. PROTECTION UNDER THIS DOCUMENT IS DISCRETIONARY AND IS NOT A CONTRACT OF INSURANCE.

Parts

Part 1 — Product Disclosure. The scope of protection available, the benefits of membership, and the risks associated with this product.

Part 2 — Protection Terms and Conditions. The Schedule, notification details, Definitions, General Protection Conditions, the Insuring Clauses (Sections 1 to 3), the Protection Exclusions, the complaints procedure and the privacy notice.

This document must be read together with the Certificate of Protection issued to the Association, which specifies the Protection Period and the Limits of Protection. Where the Certificate and this document conflict, this document prevails unless the Certificate expressly states otherwise.

Part 1 — Product Disclosure

1. About this document

This document explains the Professional Indemnity, Medical Malpractice and Disciplinary & Regulatory protection available to Eligible Members of the Nurses' Professional Association of New Zealand (NPANZ) through membership of Red Union Workers' Mutual Limited (the Mutual).

Its purpose is to give you the information you need to decide whether to join the Mutual and apply for protection, and to set out your rights and obligations if you do. Terms in bold are defined in Part 2.

2. Regulatory status of this document

Red Union Workers' Mutual Limited (ACN 682 121 526) is an Australian company limited by guarantee. It is Authorised Representative No. 001312346 of Regis Licensing Pty Ltd (AFSL 338156). That authorisation is an authorisation under Australian law and is stated here as a matter of fact about the Mutual, not as a representation that it confers any status, protection or recourse under New Zealand law.

3. About the Mutual and the Association

The Mutual is a company limited by guarantee established to provide discretionary protection to members of affiliated professional associations. It is governed by a Board of Directors responsible for representing the interests of all members.

Membership under this document is offered exclusively to Eligible Members of the Associations Affiliated by Deed with NZPA Services Ltd, being the Nurses' Professional Association of New Zealand (NPANZ) — NZ Nurses United Incorporated, NZBN 9429051135430 (the Association).

The Association is a registered trade union. Industrial support, workplace representation and collective bargaining are services of the Association and are not protection granted by the Mutual. This document deals only with the Mutual's protection.

4. How discretionary protection works

The Mutual is not an insurer and this document is not a contract of insurance. There is no automatic right of indemnity. Instead, a Member has an automatic right to have a request for protection considered by the Board.

The granting of protection, the amount of any payment, and the conduct of any defence are matters for the absolute discretion of the Board, exercised in good faith and in accordance with the Constitution, the Rules and this document. The Board may grant protection in respect of a meritorious matter that falls outside these terms, and may decline a matter that falls within them. A Member has no right of action against the Mutual in respect of any exercise of that discretion.

5. What protection is available

Section	Protection	Basis
Section 1	Professional Indemnity	Claims made and notified
Section 2	Medical Malpractice	Claims made and notified
Section 3	Disciplinary & Regulatory Representation	Claims made and notified

Section 3 is the protection most nurses will use. It responds to Nursing Council competence, fitness to practise and disciplinary matters, Health and Disability Commissioner complaints, Professional Conduct Committee investigations, Health Practitioners Disciplinary Tribunal proceedings, Human Rights Review Tribunal proceedings and coronial inquests — the matters set out under “Why do you need cover?” at npanz.unions.co.nz/protection.

Section 3 does not respond to any matter involving an allegation of abuse, molestation, harassment or conduct of a sexual or physically violent nature. That exclusion applies to every Section and is set out under “Abuse” in the Protection Exclusions. Please read it before deciding whether this protection meets your needs.

6. Limits of Protection

Section	Each Claim	Legal Defence Costs
Professional Indemnity	NZD 500,000	NZD 500,000 in addition
Medical Malpractice	NZD 500,000	Within the NZD 500,000 above

Section	Each Claim	Legal Defence Costs
Disciplinary & Regulatory	—	Within the NZD 500,000 above
Aggregate — all Sections, all Members	NZD 5,000,000	—

Legal Defence Costs are payable IN ADDITION to the Limits of Protection, up to a separate limit of NZD 500,000 each Claim and in the aggregate, across all Sections.

You pay no Excess on any claim. You are not liable for any self-insured retention.

7. Claims made basis, Retroactive Date and run-off

All Sections operate on a claims made and notified basis. Protection may be granted only in respect of Claims first made against you and notified to the Mutual during the Protection Period. It does not extend to Claims made after the Protection Period expires, even where the act, error or omission occurred during it.

The Retroactive Date is Unlimited, excluding known claims and circumstances. There is no date before which acts, errors or omissions are excluded by reason of age alone, but any matter you knew of, or ought reasonably to have known of, before you joined is excluded.

Where you register with the Association as having ceased practice, an Extended Reporting Period of eighty-four (84) months applies. See the Extended Reporting Period condition in Part 2.

8. Significant benefits

- Legal Defence Costs payable in addition to the Limits of Protection, up to a separate NZD 500,000.
- Legal Defence Costs funded from the first dollar, with no Excess payable by the Member.
- Unlimited retroactive protection, excluding known claims and circumstances.
- Eighty-four months (seven years) of run-off protection for Members who register as having ceased practice.
- Representation at Nursing Council competence and disciplinary matters, Health and Disability Commissioner complaints, Professional Conduct Committee investigations, Health Practitioners Disciplinary Tribunal and Human Rights Review Tribunal proceedings, and coronial inquests, subject to the Abuse exclusion.
- Good Samaritan Acts, where a Member voluntarily renders nursing, life-saving or life-extending services at the scene of a medical emergency or whilst doing voluntary community service.
- Unintentional defamation arising from your Professional Service, including allegations of inappropriate cultural safety practice.
- Protection for self-employed nurses, as well as employees.
- Board discretion to meet meritorious claims falling outside these terms.
- A 30-day cooling off period.

9. Significant risks

Allegations of abuse and misconduct are not protected

No protection of any kind is available under any Section — including Section 3 — in respect of any allegation of abuse, molestation, harassment, or conduct of a sexual or physically violent nature. This applies to the cost of defending or responding to the allegation as well as to any liability, and applies whether or not the allegation is ultimately established, withdrawn or dismissed. It applies to a Nursing Council or Health and Disability Commissioner matter concerning such conduct in the same way as it applies to a civil claim. If an allegation of this kind is made against you, you will need to fund your own response to it.

Protection is not insurance

There is no automatic right of indemnity. The payment of every claim is at the discretion of the Board. If the Board declines, you have no enforceable right to payment and no recourse to the remedies available to an insured under a contract of insurance.

The Mutual is not prudentially supervised

The Mutual is not subject to prudential capital or solvency standards. Its ability to meet claims depends on its reserves, its contribution income, and any reinsurance it holds.

Midwives, chiropractors and non-nurse alternative providers are not protected

Midwives and chiropractors are outside the Eligible Class, as are alternative or natural health providers who are not registered nurses. Members in those groups may join the Association and receive its industrial and legal support, but no protection is available to them under this document.

Work outside New Zealand is not protected

No protection is available to any Member or affiliate working outside New Zealand.

Accident Compensation

In New Zealand, the Accident Compensation Act 2001 bars proceedings for compensatory damages for personal injury covered by the scheme. This substantially limits the circumstances in which a Member will face a claim for bodily injury to a patient. The practical value of Section 2 is correspondingly narrow, and exemplary damages — the principal head not barred by the scheme — are excluded. Section 3 is where most Members' exposure lies.

Reinsurance may not respond

The Mutual may arrange reinsurance in support of its obligations. Any such arrangement is between the Mutual and its reinsurers. You have no right, interest or entitlement in it, no reinsurer is liable to you, and you must not notify a Claim to any reinsurer.

Contributions and the law

The Mutual takes professional advice on the adequacy of contributions to meet likely claims liabilities. Contributions may rise, and protection may be withdrawn or varied on renewal. The law may change; the Board monitors regulatory change and will adjust the protection where possible.

10. Membership, contributions and renewal

The Association invites its members to become Members of the Mutual. You will be asked to complete an application form disclosing any prior facts or circumstances which may reasonably give rise to a Claim. The Board has discretion to accept the application and to set the Contribution.

Protection is active for 12 months. The invitation to renew is at the sole discretion of the Mutual. You may cancel at any time by giving 30 days' notice, with a pro rata refund, except where any Claim or Circumstance has been notified. You may cancel within 30 days of being issued protection and receive a full refund, provided no Claim or Circumstance has been notified.

11. Complaints and disputes

If you are unhappy with a claim decision, you may refer the matter to the Mutual's Complaints Manager, or request that it be referred to the Board for adjudication. You may make a written submission explaining why the decision should be reconsidered, within 60 days of being notified of the decision. The Mutual will provide a final response within 30 calendar days.

External dispute resolution

The Mutual is not currently a member of an approved dispute resolution scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008.

The Australian Financial Complaints Authority (AFCA) is available to Australian members of the Mutual. It has no jurisdiction over a complaint by a New Zealand Member and is not available to you.

If your complaint is not resolved through the process above, you may seek independent legal advice, or take any other step available to you at law. Nothing in this document limits any right you have under New Zealand law, and nothing in this document requires you to accept the Board's decision as final.

12. Privacy

The Mutual collects and processes personal information about Members for the purposes of administering membership and protection, assessing and handling claims, and providing member services, in accordance with the Privacy Act 2020 (NZ) and its Privacy Policy. See the Data Protection Notice in Part 2.

Health information about a patient is sensitive and is subject to the Health Information Privacy Code 2020. Members must not provide it to the Mutual except to the extent necessary to notify or defend a Claim.

Part 2 — Protection Terms and Conditions

This is the Red Union Protect (NZ Nurses) protection wording, granted by Red Union Workers' Mutual Limited (the Mutual). It is intended to cover the Business and provide the protection requested by you (the Member). It is important that the Member takes the time to read this document, checks all the details stated in the Schedule, and ensures that it reflects their understanding of the protection and meets their requirements.

Protection is granted subject to the Member complying with all the terms, Conditions, Limitations and Exclusions contained in this document and in any Endorsement; the Mutual's liability shall not exceed the Limits of Protection stated in the Schedule; and the applicable law is New Zealand law, with any dispute subject to the jurisdiction of any competent court in New Zealand.

Schedule

The Schedule to this document is the Certificate of Protection issued to the Association, which forms an integral part of it. As at the date of this document the Schedule provides:

Item	Detail
Named Protected	Eligible Members of the Associations Affiliated by Deed with NZPA Services Ltd, being the Nurses' Professional Association of New Zealand (NPANZ) — NZ Nurses United Incorporated, NZBN 9429051135430
Business	Professional services provided as an Eligible Member, limited to: registered and enrolled nursing, whether employed or self-employed; ancillary and related services to the health industry, being care workers, healthcare assistants, administration and orderlies; paramedics and ambulance officers; dental nurses and pharmacists; allied health professionals practising within their scope of practice and affiliated with the relevant regulatory body, being acupuncturists, physiotherapists, podiatrists and psychologists; registered nursing professionals practising in alternative or natural therapies; and training, education and voluntary work in nursing. Operative in New Zealand only.
Protection Period	6 November 2025 to 6 November 2026, both days inclusive, at 4:00pm New Zealand time
Jurisdiction and applicable law	New Zealand
Territory	New Zealand
Currency	New Zealand dollars (NZD)
Section 1 — Professional Indemnity	OPERATIVE. Limit of Protection NZD 500,000 any one Claim. Retroactive Date: Unlimited, excluding known claims and circumstances.
Section 2 — Medical Malpractice	OPERATIVE. Limit of Protection NZD 500,000 any one Claim. Retroactive Date: Unlimited, excluding known claims and circumstances.
Section 3 — Disciplinary & Regulatory	OPERATIVE. Legal Defence Costs only, within the Legal Defence Costs limit below.
Legal Defence Costs	NZD 500,000 any one Claim and in the Aggregate, payable in addition to the Limits of Protection, across all Sections
Aggregate	NZD 5,000,000 — all Sections, all Members, any one Protection Period
Excess	Nil
Extended Reporting Period	60 days automatic; 84 months on registration of ceased practice

Claims Notifications

Any notice to the Mutual should be sent to:

Telephone: +64 4 887 6888

Email: hotline@nursesunion.co.nz

Members must not notify a Claim or Circumstance to any reinsurer, or to any reinsurer's broker, claims agent or representative. Notice to a reinsurer is not notice to the Mutual and does not satisfy the Notice of Claim or Circumstance condition.

Protection Definitions

The following Definitions apply to the whole of this document and wherever these words appear in bold type they bear the same meaning throughout, unless amended specifically in any Section. The singular includes the plural and vice versa, the masculine includes the feminine and neutral, and “entity” includes natural persons. “Including” and “include(s)” mean without limitation. Headings and subheadings are solely for convenience and reference and do not limit or extend the scope of the provisions.

Term	Meaning
Additional Protected	Any student nurse, trainee or volunteer who is or will be performing work under the direct supervision of the Member, provided that any liability is directly connected to the Member and the Member is vicariously liable for their acts, errors or omissions.
Advertising Liability	Injury arising out of one or more of the following, committed in the course of the Member's advertising activities: libel, slander or defamation; infringement of copyright, title or slogan; piracy or idea misappropriation under an implied contract; or invasion of any right of privacy.
Aggregate	The Mutual's Limit of Protection for all Damages and Legal Defence Costs arising out of all Claims or Compensation covered by any Section, or of the total payable for all Claims or Compensation under this document, as stated in the Schedule.
Aircraft	Any vehicle, aero-spatial or aerial device or other craft intended to fly or travel through space, however propelled or operated, whether under the Member's care, custody or control, or for which they may be vicariously responsible, including aerostats and balloons.
Association	NZ Nurses United Incorporated (NZBN 9429051135430) trading as the Nurses' Professional Association of New Zealand (NPANZ), being an association affiliated by deed with NZPA Services Ltd.
Annual Practising Certificate	A current practising certificate issued by a Responsible Authority under the Health Practitioners Competence Assurance Act 2003.
Board	The board of directors of Red Union Workers' Mutual Limited from time to time.
Bodily Injury	The accidental: death, injury, disease or illness of a person; mental injury or mental anguish or shock that results in an identifiable psychiatric injury; or wrongful arrest, detention or imprisonment.
Business	As stated in the Schedule.
Circumstance	A negligent act, error or omission; an accident; any complaint, mandatory report, investigation or inquiry concerning the Member; or any event for which protection is included in any Section which in the opinion of the Member acting reasonably could lead to a Claim.
Claim	A written notice received by any Member during the Protection Period of an intention to hold the Member responsible for Damages, Compensation or non-monetary relief, including for civil, administrative, disciplinary or regulatory proceedings and mediation, arbitration or other forms of alternative dispute resolution, or to toll or waive any statute of limitation. For the purposes of Section 4, Claim also means any complaint, report, investigation, inquiry, hearing or proceeding described in that Section. The date of such notice will constitute the date that the Claim has first been made against the Member.
Claimant's Costs and Expenses	Those costs incurred by a claimant in pursuing its claim against the Member that are ordered by an appropriate tribunal, or otherwise agreed as being appropriate and reasonable, as payable by the Member.
Compensation	Damages including interest which may be awarded or agreed on such Damages, and the Claimant's Costs and Expenses.
Computer System	A system of interconnected hardware and peripherals, and associated software, operated by the Member including any computer, hardware, software, application, process, code, program, communications system, electronic device (including a smartphone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration thereof and any associated input, output, data storage device, networking equipment or backup facility.
Consequential Loss	Indirect or consequential financial loss or expense of any kind relating to any Circumstance resulting in a Claim including loss of use, loss of income, loss due to delay, interruption to or interference with the Member's or any third-party business or personal property, lack of performance, loss of contract or goodwill, or depreciation in the value of land or stock.

Term	Meaning
Contribution	The annual payment made by a Member for protection, as determined by the Board.
Cyber Loss	Any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by: the use or operation of any Computer System; the reduction in or loss of ability to use or operate any Computer System or Data; access to, processing, transmission, storage or use of any Data; inability to access, process, transmit, store or use any Data; any threat of or any hoax relating to the above; or any error or omission or accident in respect of any Computer System or Data.
Damages	A monetary judgment, award or settlement made by an appropriate tribunal or properly agreed and enforceable against the Member but excluding any return or offset of fees or payments of any nature (invoiced or not) provided or agreed to be provided, or any restitution by the Member of any compensation or expenses, any disgorgement of profits or the costs of complying with orders for injunctive or equitable relief, unless otherwise agreed.
Data	Information represented, transmitted, or stored electronically or digitally including code, or a series of instructions, operating systems programs, software, and firmware.
Documents	Any physical document excluding electronic documents of any kind, and excluding bearer bonds, coupons, stamps, coins, bank or currency notes and other negotiable instruments.
Employee	Any of the following whilst working for and under the direct control and supervision of the Member in connection with the Business: any person under a contract of service or apprenticeship with the Member; any self-employed person working for the Member providing labour only; any person supplied to the Member under a contract or agreement stipulating that such person shall be deemed to be in the employment of the Member for the period of such contract; or any person participating in any government or otherwise authorised work experience, training, study, exchange or similar scheme under the control of the Member in connection with the Business.
Excess	The amount (stated in the Schedule) for which the Member is responsible for each and every Claim. As at the date of this document the Excess is Nil.
Insurance Adviser	The person or entity acting on behalf of the Member who is identified in the Schedule as being authorised to notify the Mutual of any change in risk, change in the Member's details or information provided to the Mutual, or any Circumstance or Claim.
Legal Defence Costs	The reasonable costs, fees and expenses incurred by or on behalf of the Member in the investigation, defence, and settlement of a Claim. Legal Defence Costs do not include any regulatory costs or any remuneration of any Member or the cost of their time; but do include all costs and expenses incurred by the Member with the prior written consent of the Mutual in respect of a Claim or likely Claim against the Member, or representation of the Member at proceedings in any court, tribunal, coronial inquest or disciplinary or regulatory proceeding arising out of any alleged act or omission resulting in a Claim. Under Sections 2 and 4 Legal Defence Costs are payable in addition to the Limits of Protection, up to the separate Legal Defence Costs limit stated in the Schedule. Under Sections 1 and 3 Legal Defence Costs form part of and are not in addition to the Limits of Protection.
Limits of Protection	The limits, sub-limits and aggregate limits stated in the Schedule.
Listed Human Disease	Any disease identified or listed as a notifiable or quarantinable disease under the Health Act 1956 (NZ) or the Biosecurity Act 1993 (NZ), or in any epidemic notice, state of emergency or public health emergency declared by any governmental authority, or identified as a public health emergency of international concern by the World Health Organisation or its current equivalent as amended or replaced, regardless of when the disease is so listed or identified.
Member	All persons falling within the Named Protected in the Schedule and satisfying the Eligibility condition, including: any Additional Protected, whilst acting within the scope of their duties; any voluntary worker, student or work experience person, whilst acting in their respective capacities for the Member and under their direct supervision; and, in the event of the death of a Member, their representatives in respect of legal liability incurred by the Member, provided that such representative shall act as though they were the Member. Member does not include any Medical Person acting as such, any midwife acting as such, any chiropractor acting as such, or any alternative or natural health provider who is not a registered nurse.
Mutual, We, Us, Our	Red Union Workers' Mutual Limited, ACN 682 121 526.
Named Protected	The persons specified in the Schedule, in respect of whom the Association shall act as

Term	Meaning
	agent in every respect under this document including for notices and Endorsements, and the payment of Contributions.
Occurrence	An event, including continuous or repeated exposure to substantially the same general conditions, which results in Bodily Injury, Property Damage or Advertising Liability that is neither expected nor intended from the Member's standpoint. All events of a series consequent on or attributable to one source or original cause are deemed to be one Occurrence.
Pollution	The discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including recycled, reconditioned, or reclaimed materials), or other irritants, contaminants, or pollutants into or upon the atmosphere, land (including building(s) or other structures thereon) or any water course or body of water.
Good Samaritan Act	The response of a Member in voluntarily rendering nursing, life-saving or life-extending services at the scene of a medical emergency, accident or disaster, or whilst doing voluntary community service, otherwise than in the course of the Member's ordinary practice and without fee or expectation of fee.
Healthcare Service	Any diagnostic, laboratory, x-ray, physiotherapy, nursing, therapeutic, dental or medical service or treatment provided by the Member; the dispensing of any product, beverage or food in connection with such care; and the handling of post-mortem examinations on human bodies.
Medical Person	Any individual registered or licensed as a medical practitioner under a law of any State or Territory providing for the registration or licensing of medical practitioners.
Virtual Consultation	Any interaction between a healthcare provider and a patient that occurs without both parties being physically present in the same location, including telehealth, telemedicine and video conferencing.
Product	Any article, goods or items manufactured, sold, supplied, hired out, repaired, serviced, altered, maintained, installed, tested, or treated by the Member or alleged to have been, including any product, beverage or food dispensed or supplied in connection with a Healthcare Service, that is no longer in the custody or under the control of the Member.
Professional Service	The service, advice or instruction within the Business performed by or on behalf of the Member, whether as an employee or self-employed, within the scope of the Member's registration and annual practising certificate where either is required, including training, education and voluntary work in nursing. Professional Services do not include any action or inaction of the Member as a trustee, fiduciary, or administrator of any trust, fund, pension, profit-sharing or employee benefits, or in providing finance or advice on financial matters of any nature (including insurance).
Property Damage	The accidental physical loss of, destruction of, or damage to tangible property, including any resulting loss of use. Electronic data is not tangible property.
Protection Period	As stated in the Schedule unless terminated earlier, and specifically excluding any Extended Reporting Period. However, references to Protection Period shall for administrative convenience include the Extended Reporting Period where it is applicable.
Patient	Any person receiving a Healthcare Service or Professional Service supplied by the Member, including any person on whom a post-mortem examination is performed.
Retroactive Date	The date after which any Circumstance that may give rise to a Claim has occurred, as stated in the Schedule.
Rules	The Member Agreement and Rules of Membership of the Mutual as amended from time to time.
Schedule	The Certificate of Protection specifying the protection and Limits of Protection applicable to the Member.
Section	Each part of this document that details the protection provided, which shall be operative only if specified in the Schedule as purchased and in force. Each Section shall always be subject to the General Protection Conditions and all Conditions, Limitations, Exclusions, and terms specified in that Section, and to any specified sub-limit or Limit of Protection.
Social Engineering Fraud	Any fraudulent or dishonest instruction to the Member or their agents which purports to be from a legitimate or trusted source authorised to make such instruction and which results in the Member transferring, paying or delivering any money, securities or

Term	Meaning
	property to another person or entity; revealing confidential information; or changing or altering bank account or payment details of any person or entity.
Responsible Authority	The Nursing Council of New Zealand, and any other authority appointed under the Health Practitioners Competence Assurance Act 2003 in respect of a profession within the Business, or any body replacing either.
Territory	New Zealand. No protection is available in respect of any Professional Service or Healthcare Service performed by a Member working outside New Zealand.
Terrorism	An act including the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
Vehicle	Any type of machine on wheels, skis or on self-laid tracks made or intended to be propelled other than by manual or animal power.
Watercraft	Any vessel or craft made or intended to float on or in or travel through water.
You, Your	A Member.

General Protection Conditions

The Conditions, Exclusions and terms stated in this document shall apply to all Sections unless otherwise indicated. Certain Sections may contain further Definitions, Conditions or Exclusions that apply only to that Section. Some Conditions and Exclusions applicable throughout may be subject to and overridden by certain specific Conditions or Exclusions in a Section in respect of the protection provided by that Section.

Eligibility

Protection may be granted to a person who, at both the date of the act, error or omission and the date the Claim is first made, falls within one of the following classes:

- a financial member or financial affiliate member of the Association, who maintains that status whilst working;
- a student registered with the Association, being a Return to Nursing, Competence Assessment Programme or Student Nurse, for the entire period of their studies including whilst undertaking clinical placements as a student; or
- an Honorary Life Member of the Association.

In each case the person must fall within the Business Description stated in the Schedule and must perform the relevant Professional Service within New Zealand. Protection is available to both employed and self-employed Members.

No protection is available to: any Medical Person acting as such; any midwife acting as such; any chiropractor acting as such; any alternative or natural health provider who is not a registered nurse; or any Member or affiliate working outside New Zealand.

No protection is available to a person who is not financial, except where that person has registered with the Association as having ceased practice, in which case the Extended Reporting Period condition applies. A non-working member or affiliate who remains registered with the Association continues to be protected.

Licensure

The facilities of any Member that require a licence for that Member to practise their Professional Service or carry on the Business shall be appropriately licensed during the Protection Period in accordance with the relevant law. A working Member must hold current registration with the relevant Responsible Authority and a current Annual Practising Certificate where either is required for the duties performed, and must act within the scope of practice, conditions and endorsements of that registration. If any such licence, registration or Annual Practising Certificate is in any way altered, suspended, cancelled or made subject to conditions or undertakings, the Member shall notify the Mutual in writing within 30 days of that change and the Mutual may elect to amend any term of this document and require an additional Contribution, or on written notice terminate it from the date of such alteration with no further liability.

Assignment

The interest hereunder is not assignable by any Member. A person who is not a Member shall have no right to enforce any of the terms of this document.

Assistance and Cooperation

The Member shall cooperate with the Mutual in all investigations relating to this document. The Member shall execute or cause to be executed all Documents and papers and render all assistance as requested by the Mutual. Upon the Mutual's request, the Member shall assist in making settlements, in the conduct of all third party dispute resolution procedures and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Member, and the Member shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses as required by the Mutual.

The Mutual shall have the right to make any investigation they deem necessary with respect to protection including the Member's property, operations, or records and any information provided by the Member, and take copies at any time at the Member's cost.

The Member must be truthful and frank and must not behave in a way that is abusive, dangerous, hostile, improper or threatening.

Cancellation

The Mutual may cancel this document or any Section by giving 30 days' notice to the Association, in which event the Member will receive a pro rata return of Contribution for the unexpired Protection Period.

A Member may cancel by giving 30 days' notice to the Mutual and the Mutual will refund the unearned Contribution pro rata for the unexpired Protection Period, but no Contribution will be refunded where any Claim or Circumstance has been notified under this document, whether or not it has been accepted for protection.

A Member may cancel within 30 days of being issued protection and receive a full refund of the Contribution, provided no Claim or Circumstance has been notified.

Change in Facts

This document shall terminate with respect to any Section in regard to which, after the commencement of protection: there is any alteration in the Business or otherwise whereby the risk of loss or Property Damage, Bodily Injury or a Claim is materially increased; there is any change in material facts including the information provided to the Mutual prior to inception; or the Member's interest ceases except by will or operation of law; unless the Member immediately becomes aware and gives written notice to the Mutual and the Mutual agrees to continue protection subject to any additional terms and conditions or Contribution.

Consent

The Mutual shall not unreasonably delay, withdraw, or withhold consent whenever their consent is required by any provision of this document.

Compensation for Court Attendance

The Member shall be entitled to payment of the costs of attendance at a court, tribunal, coronial inquest or hearing as a witness at the request of the Mutual in connection with a Claim for which the Member is entitled to protection, up to NZD 250 per day per person on which attendance is required.

Excess

As stated in the Schedule the Excess is Nil. No Member is liable for any excess in the event of a claim, and no Member is liable for any self-insured retention under any reinsurance arrangement. Members have no interest in, or rights against, any reinsurance arrangement.

Defence, Settlement, and Investigation of Claims

The Mutual shall have the right, but not the duty, to defend any Claim against the Member, even if any of the allegations of the Claim are groundless, false, or fraudulent, subject to all terms and Conditions of this document. The Mutual will consult with the Member as to their choice of defence counsel but in the absence of agreement the Mutual's decision shall be final. The Mutual will appoint a representative from its panel; where a conflict of interest exists or there are exceptional circumstances, the Member may request the appointment of an alternative representative, which the Mutual may consent to at its discretion. Unless otherwise agreed, the Mutual's maximum liability for the fees of any representative so appointed is NZD 500 per hour excluding GST, or that representative's usual rate, whichever is lower.

The Mutual shall have the right to make any investigation they deem necessary including with respect to the information provided by the Member or to protection.

If the Member refuses to consent to a settlement that the Mutual recommends and that the claimant will accept, the Member must then defend, investigate, or settle the Claim at the Member's own expense. As a consequence of the refusal to settle as per the Mutual's recommendation, the Mutual's liability for any Claim shall be not more than the amount of the initial recommended settlement plus Legal Defence Costs to the date of settlement (within the remaining Limit of Protection).

The Member shall not admit liability for, or settle, or offer to settle, any Claim or incur any expense, payment or obligation that may be payable under this document, stipulate to any judgment or award, or dispose of any Claim, or incur any Legal Defence Costs, without the Mutual's prior written consent.

The Mutual will pay Legal Defence Costs only where consent is obtained in advance. If consent is declined, the Member may seek an independent opinion from Senior Counsel. If Senior Counsel advises that there are reasonable grounds for defence, the Mutual may grant consent and may pay reasonable Senior Counsel fees.

Dispute Resolution

No legal action shall be instituted by any Member against the Mutual in any court in respect of any alleged Legal Defence Costs or protection payable by the Mutual in respect of any Claim unless there has been full compliance with all material terms of this document and the amount of the Member's obligation to pay the relevant third party claimant shall have been finally determined either by judgment or award against the Member after actual trial or arbitration, or by written agreement of the Member, the claimant, and the Mutual.

Mediation. If any dispute arises between any Member and the Mutual involving a Claim under this document, such dispute shall be referred by the parties to a qualified mediator to negotiate a resolution of the dispute in good faith, prior to the initiation of any judicial proceedings. The party electing to mediate shall provide written notice to the other party of its request to mediate with a brief statement regarding the issue to be mediated. The relevant Association is authorised and directed to accept such notice of mediation on behalf of any Member.

In the event that non-binding mediation does not resolve or settle the dispute between any Member and the Mutual, after 30 days from the date of the mediation, either party may commence a judicial proceeding in a competent court in New Zealand.

Nothing in this condition creates a right of action in respect of the exercise of the Board's discretion, which is absolute.

Extended Reporting Period

Automatic Extended Reporting Period. The Member shall have a period of sixty (60) days following the Expiry Date specified in the Schedule in which to give written notice to the Mutual of Claims, but only in respect of any Claim first made during the Protection Period, or loss that is first discovered by the Member during the Protection Period and is otherwise covered by this document.

Ceased practice. Where a Member registers with the Association as having ceased practice, the Member shall have an Extended Reporting Period of eighty-four (84) months commencing on the date of that registration in which to report any Claim first made against the Member during that period, but only in respect of acts, errors or omissions occurring before the date of that registration, and otherwise covered by this document. No additional Contribution is payable for this Extended Reporting Period.

The Limit of Protection for any Extended Reporting Period shall be part of, and not in addition to, the Mutual's Limits of Protection. Any Claim notified during an Extended Reporting Period is subject to the Limit of Protection and Aggregate applicable in the Protection Period current at the date the Claim is notified.

The right to an Extended Reporting Period shall not be available to a Member where cancellation or non-renewal arises through non-payment of Contribution, expulsion, or the cancellation of the Member's registration.

Financial Advice and Loss

The protection provided in any Section does not include any damage, loss, cost or expense arising out of any negligent act, error or omission by the Member: to effect or maintain insurance or to provide finance or advice on financial matters of any nature or preparation of estimates of cost, including loss, decrease in value or theft of securities, currency, digital currency, cryptocurrency or non-fungible token (NFT); in respect of or arising out of trading losses, liabilities or changes in trading account value, or the value of electronic funds, money, securities or wire transfer.

Fraudulent Claims

If the Member makes a fraudulent or exaggerated claim under this document, the Mutual: is not liable to pay the claim; may recover from the Member any sums paid by the Mutual to the Member in respect of the claim; and may by notice to the Member treat this document as having been terminated with effect from the time of the fraudulent act. If the Mutual

exercises that right, they shall not be liable to the Member in respect of a relevant event occurring after the time of the fraudulent act, and need not return any of the Contributions paid.

Innocent Member

Whenever protection under this document would be excluded, suspended, or lost owing to non-compliance with any term, with respect to which any other Member shall be in default solely as a result of such non-compliance, then such protection as would otherwise be afforded under this document shall cover and be payable to those Members who did not personally commit or personally participate in committing or personally acquiesce in such failure to give notice, provided that the Member entitled to the benefit of this provision shall comply with the relevant term promptly after obtaining knowledge of the failure of any other Member to comply therewith, and within the Protection Period.

Limits of Protection

Each Limit of Protection specified in Sections 1 to 4 of the Schedule as the limit for each Claim or Occurrence for each Section is the maximum that the Mutual will pay in respect of each Claim or Occurrence under that Section, whether as Damages, Compensation or Legal Defence Costs, arising out of the same event without regard to the number of Members, Claims or claimants. All Claims arising out of the same, related or continuing negligent acts, errors or omissions, or from one source or original cause, shall be deemed to be a single Claim, made at the date of the earliest such Claim.

Each Limit of Protection specified in Sections 1 to 4 of the Schedule as the Aggregate limit for each Section is the maximum that the Mutual will pay in respect of all Claims under that Section. The Limit of Protection specified for Sections 1 to 4 of the Schedule as the Aggregate Limit for this document is the maximum that the Mutual will pay in respect of all Claims under all of Sections 1 to 4.

No Extension in any Section shall increase the Mutual's Limit of Protection for that Section beyond the specified figure in the Schedule.

Reinstatement of the Limit of Protection

Where the Limit of Protection for Section 2 is exhausted by payments in respect of granted Claims, the Mutual will reinstate that Limit on one occasion during the Protection Period. Reinstatement applies only after the available limits under any other insurance or indemnity arrangement have been exhausted. Reinstatement does not apply to Sections 1, 3 or 4.

Notices

Notice under this document must be sent and shall be deemed given: to the Mutual on the second business day after posting if sent by first class prepaid post to the address given in the Schedule or to such other address as has been notified to the Member for this purpose from time to time; to the Mutual if sent by email without any bounce back or other indication of unsuccessful delivery; or to the Member on the second business day after posting if sent by first class prepaid post to their address in the Schedule or their last known address, or to the address held for them by their Association.

Notice to any reinsurer, or to any reinsurer's broker or claims agent, is not notice to the Mutual and does not satisfy this condition or the Notice of Claim or Circumstance condition.

Notice of Claim or Circumstance

If, during the Protection Period, the Member becomes aware of a Circumstance or a Claim, the Member must forward all available details to the Mutual as soon as practicable during the Protection Period, through the persons named in the Claims Notifications section. The Member must report a Claim regardless of whether the Claim arises out of any previously reported Circumstances or Claim. The Member shall provide the Mutual with as full an account of the details relating to such Circumstance or Claim, as known to them, including full particulars of the circumstances, dates and persons involved.

A Member must notify the Mutual of any complaint, notification, investigation or proposed action by a Responsible Authority, the Health and Disability Commissioner, a Professional Conduct Committee or the Health Practitioners Disciplinary Tribunal concerning them immediately upon becoming aware of it.

Where a Member notifies a Circumstance during the Protection Period, any Claim later arising from it will be treated as a Claim made and notified during that Protection Period.

Reasonable Precautions

The Member shall take all reasonable precautions: to prevent any event which may give rise to liability under this document; to observe and comply with statutory laws, obligations and requirements including the Nursing Council of New Zealand's Code of Conduct and competencies for the Member's scope of practice, the Code of Health and Disability Services Consumers' Rights, and their employer's clinical policies and protocols; to maintain accurate and contemporaneous clinical

records; and to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Subrogation

If any payment is made under this document, the Member shall maintain all rights of recovery against any third party. The Member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including positive action where necessary and shall do nothing to prejudice such rights. Any recoveries shall be applied first in payment of the Mutual's subrogation expenses, secondly to Damages, Legal Defence Costs, or any other amounts paid by the Mutual, thirdly to any uninsured amount, and lastly to the Excess. The Mutual shall be entitled whether before or after indemnification of the Member to conduct in the Member's name the defence or settlement of any Claim or to take action to seek recovery or secure indemnity from any third party in respect of any Claim covered by this document and shall have full discretion in the conduct of any such proceedings.

GST

Where the Member is entitled to claim an input tax credit in relation to GST, the amount of such input tax credit will be deducted from any amount payable by the Mutual.

Rights of Recourse

The Member must retain full rights of recourse against the manufacturers and suppliers of any products, parts, materials and equipment used by the Member in the course of the Business, and must do nothing to waive, release or prejudice those rights. Where a Member waives or prejudices such a right, the Mutual may decline protection to the extent that it has been prejudiced.

Severability and Entire Terms

All or any part of any provision of this document which is or becomes void, illegal, invalid, or unenforceable under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect. This document, the Schedule, the Rules and the Constitution of the Mutual together constitute the entire terms on which protection may be granted.

Insuring Clauses

Each Section below is operative only if stated to be operative in the Schedule. Each Section is subject to the General Protection Conditions, the Protection Exclusions, and any Specific Extensions and Specific Exclusions stated within it. Under no circumstances will any single Claim give rise to protection under more than one Section.

Section 1 — Professional Indemnity

The Mutual may make payments on behalf of the Member for their legal liability for any actual or alleged negligent act, error or omission resulting in Bodily Injury or financial loss when providing a Professional Service within the Territory on or after the Retroactive Date, in respect of a Claim first made against the Member and notified to the Mutual during the Protection Period, together with Claimant's Costs and Expenses and Legal Defence Costs.

Specific Extensions applicable to Section 1. The following do not increase the Limit of Protection for this Section.

- Vicarious liability — acts, errors or omissions of any Additional Protected acting under the Member's direct supervision in the course of the Member's Professional Service.
- Unintentional defamation — liability for unintentional defamation, libel or slander arising directly from the Member's Professional Service, including any allegation of inappropriate cultural safety practice. Publication on any social media, messaging or public-facing platform is excluded.
- Breach of confidentiality — liability for the unintentional disclosure of confidential Patient information, other than any Cyber Loss.
- Loss of Documents — the reasonable costs of replacing or restoring Documents in the Member's care, custody or control which are lost, damaged or destroyed within the Territory and discovered during the Protection Period, sub-limited to NZD 25,000 in the Aggregate. No protection is provided for loss due to wear and tear or any gradually occurring cause.

Specific Exclusions applicable to Section 1. In addition to the Protection Exclusions, no protection will ordinarily be granted under this Section for:

- any Healthcare Service, which is dealt with under Section 2;
- Property Damage;
- any liability arising from the Member's role as a trustee, fiduciary or administrator of any trust, fund, pension or employee benefit;
- any Claim arising from the Member's own employment, engagement, discipline, remuneration or termination, or from any employment relationship problem, personal grievance, collective bargaining or industrial action. Support of that kind is a service of the Association, not the Mutual.

Section 2 — Medical Malpractice

The Mutual may make payments on behalf of the Member for their legal liability for any negligent act, error or omission resulting in Bodily Injury on or after the Retroactive Date, committed by the Member when providing a Healthcare Service or as part of a Good Samaritan Act within the Territory, in respect of a Claim first made against the Member and notified to the Mutual during the Protection Period, together with Claimant's Costs and Expenses and Legal Defence Costs.

Specific Extensions applicable to Section 2. The following do not increase the Limit of Protection for this Section.

- Good Samaritan Acts — liability arising from a Good Samaritan Act performed by the Member within the Territory.

Specific Exclusions applicable to Section 2. In addition to the Protection Exclusions, no protection will ordinarily be granted under this Section for:

- financial loss not consequent upon Bodily Injury, which is dealt with under Section 1;
- Property Damage, and any Consequential Loss or loss of use of tangible property that has not been physically injured or destroyed;
- any Healthcare Service performed by a Medical Person acting as such, by a midwife acting as such, or by a chiropractor acting as such;
- any Virtual Consultation — see the Virtual Consultations and Telehealth exclusion in the Protection Exclusions;
- abuse or harassment of a physical or sexual nature. The Abuse and Harassment Liability extension is NOT OPERATIVE under this document.

Section 3 — Disciplinary & Regulatory Representation

The Mutual may pay the Legal Defence Costs reasonably and necessarily incurred by the Member, with the Mutual's prior written consent, in responding to or being represented at:

- a complaint, notification or competence review by the Nursing Council of New Zealand or any other Responsible Authority, including any competence, fitness to practise or conduct process;
- a complaint to or investigation by the Health and Disability Commissioner;
- an investigation or hearing by a Professional Conduct Committee;
- proceedings before the Health Practitioners Disciplinary Tribunal;
- proceedings before the Human Rights Review Tribunal;
- a coronial inquest arising from the Member's Professional Service or Healthcare Service;
- an investigation, inquiry or hearing by WorkSafe New Zealand or the Ministry of Health arising from the Member's Professional Service; and
- a Police interview or investigation arising from the Member's Professional Service, prior to any charge being laid,

in each case arising from a Professional Service or Healthcare Service performed on or after the Retroactive Date, first notified to the Member during the Protection Period, and notified by the Member to the Mutual during the Protection Period.

This Section is subject to the Abuse exclusion in the Protection Exclusions. It does not respond to any matter involving an allegation of abuse, molestation, harassment, or conduct of a sexual or physically violent nature, whether or not that allegation is established.

Specific Exclusions applicable to Section 3. In addition to the Protection Exclusions, no protection will ordinarily be granted under this Section for:

- any matter to which the Abuse exclusion applies;
- any fine, penalty, censure, costs order, or the cost of complying with any condition, order, undertaking or competence programme imposed;
- any matter arising from the Member's own employment, engagement, discipline, remuneration or termination;
- the defence of any criminal charge once laid;
- any matter first notified to the Member before the Protection Period commenced.

Protection Exclusions

The following Exclusions apply to all Sections unless otherwise stated. Protection will not ordinarily be granted in respect of any Claim, Compensation, Damages, Legal Defence Costs or other amount arising directly or indirectly out of, resulting from, in consequence of, in connection with, or in any way involving any of the following.

Abuse

This Exclusion applies to every Section of this document and prevails over any inconsistent provision, Extension or Schedule.

Any actual, alleged or threatened: conduct, physical act, gesture, or spoken or written words of a sexual, indecent, physically violent or abusive nature by any Member; molestation of, sexual misconduct towards, grooming of, or interference with any person; harassment or bullying of any person, whether or not of a sexual nature; failure to prevent, detect, report, supervise or respond to any of the above by any person; or any related investigation, complaint, mandatory report, inquiry, hearing, disciplinary proceeding, coronial inquest, Police investigation or criminal proceeding — whether or not the conduct was consensual, whether or not the Member is charged or convicted, and whether the allegation is ultimately established, admitted, withdrawn, dismissed or not proven.

For the avoidance of doubt, this Exclusion applies to Legal Defence Costs. The Mutual will not fund the cost of defending or responding to an allegation to which this Exclusion applies, at any stage, and no reimbursement is available if the allegation is not established.

Where a single matter involves both an allegation to which this Exclusion applies and a separate allegation to which it does not, the Board may in its absolute discretion grant protection in respect of the separate allegation only, and may apportion any Legal Defence Costs on a fair and reasonable basis. Where the allegations cannot fairly be separated, no protection will be granted.

Accident Compensation

Any liability for personal injury to the extent that cover is or would be available under the Accident Compensation Act 2001 or any statutory scheme replacing it, or to the extent that proceedings are or would be barred by section 317 of that Act.

Advertising Liability

Advertising Liability, save as provided under Section 3, and any Claim arising from any publication on any social media, messaging or public-facing platform.

Aircraft, Watercraft and Vehicles

Any Aircraft, Watercraft, hovercraft or other aerial device or vessel; and any Vehicle owned, operated, rented or loaned to the Member, or operated by any person in the course of employment or volunteer duties for the Member.

Anti-Competitive Practices

Any actual or alleged violation of any anti-trust, restraint of trade, unfair competition or price fixing law, or any unfair or deceptive trade practice, or any consumer protection rule or regulation.

Asbestos, Mould and Fungi

Asbestos, or any derivative of or material containing asbestos in any form; and any fungus, spore, mould, mildew, yeast, algae, bacteria or mycotoxin, or any metabolic product, enzyme or protein secreted by them, whether toxic or otherwise.

Betterment

Betterment, being the financial cost of any improvement resulting in better than like kind or quality than the Professional Service or Product provided at the date of loss.

Bodily Injury to Employees

Bodily Injury to any Employee or volunteer of the Member arising out of and in the course of their employment or engagement by the Member, or any obligation for which the Member or their insurer may be liable under any employers' liability, accident compensation, workers' compensation or disability benefits legislation.

Communicable Disease

Any Listed Human Disease or communicable disease, or any related condition, threat or fear of it, whether actual or perceived, including any cost to clean up, detoxify, remove, monitor or test for it or for any property affected by it.

Consequential Loss

Consequential Loss.

Contractual Liability

Any liability assumed under any contract, agreement, warranty, guarantee or promise, unless that liability would have attached in the absence of that contract or obligation.

Criminal, Deliberate, Wilful or Dishonest Acts

Any criminal offence, and the defence of any criminal charge once laid.

Any act, error or omission where the Member intentionally, recklessly or wilfully acted or failed to act and knew, or had reason to believe, that the likely consequence might give rise to liability or a Claim; and any dishonest, fraudulent or malicious act or breach of duty, including any disregard for third party rights. Legal Defence Costs may be granted until a tribunal has finally determined, or the Member has admitted, such conduct, after which the Member must promptly repay all Legal Defence Costs paid by the Mutual.

Cyber Loss and Data

Any Cyber Loss; any Social Engineering Fraud; and any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of that Data, regardless of any other cause or event contributing concurrently or in any other sequence.

Directors and Officers

Any Claim made by a shareholder or stakeholder of a Member against any director or officer of a Member.

Employment Practices

Any employment relationship problem, personal grievance, dispute, strike, picket line, industrial action or collective bargaining; any claim for back-pay, wages, holiday pay or other employment entitlement; and any discrimination, discriminatory employment practice, or actual or alleged violation of civil rights based entirely or in part on race, gender, pregnancy, national origin, religion, age, disability or sexual orientation.

Financial Advice

Any negligent act, error or omission in effecting or maintaining insurance, or in providing finance or advice on financial matters of any nature, or the preparation of estimates of cost, including any loss, decrease in value or theft of securities, currency, digital currency, cryptocurrency or non-fungible tokens, or any trading loss.

Fines and Penalties

Any fine, penalty, multiplicative, liquidated or pre-agreed damages; any punitive, aggravated or exemplary damages; any additional damages resulting from the multiplication of compensatory damages; and any tax obligation, fee, levy, duty or rate. Members should note that exemplary damages are the principal head of damages not barred by the Accident Compensation Act 2001, and are excluded.

Insolvency

The insolvency, bankruptcy, liquidation or receivership of any Member, of the Mutual, or of any other entity, including any failure, inability or unwillingness to pay claims, losses or benefits.

Joint Ventures

Any joint venture, business venture or commercial undertaking of the Member other than the Business.

Known Circumstances and Prior Acts

Any Circumstance known to the Member, or which a reasonable person in the Member's position ought to have known, before the Protection Period commenced and not disclosed to the Mutual; any Circumstance in respect of which the Member has given notice under any other policy or protection arrangement in force prior to the Protection Period; any Claim made, threatened or intimated before the Protection Period commenced; and any act, error or omission occurring before the Retroactive Date.

Nuclear

Ionising radiation or contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly.

Other Insurance and Indemnity

Any Claim to the extent that the Member is entitled to indemnity or cover under any other valid and collectible insurance or indemnity, including any indemnity provided by the Member's employer, school board or the Ministry of Education, and including any retention or deductible portion of it. Protection under this document applies only in excess of that other insurance or indemnity. The Member must provide the Mutual with full details of any such insurance or indemnity when notifying a Claim.

Pollution

Pollution, unless caused by a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Protection Period, outside the United States of America and Canada, and notified to the Mutual within 90 days of the Member becoming aware of it.

Practice Outside Registration and Scope

Any Professional Service or Healthcare Service performed at a time when the Member did not hold current registration with the relevant Responsible Authority and a current Annual Practising Certificate where either is required, or which was outside the Member's scope of practice or the conditions, endorsements or undertakings of that registration; and any service performed by any Medical Person acting as such, by any midwife acting as such, by any chiropractor acting as such, or by any alternative or natural health provider who is not a registered nurse.

Virtual Consultations and Telehealth

Any Claim arising directly or indirectly out of, in connection with, or in any way related to: Virtual Consultations, including telehealth, telemedicine, video conferencing, or any other form of remote medical advice or treatment, whether conducted by telephone, internet or other electronic means; failure to obtain informed consent specific to the limitations and risks associated with virtual consultations; misdiagnosis, delayed diagnosis or failure to diagnose resulting from the limitations inherent in remote assessment, including the absence of physical examination; data breaches, cyber incidents or unauthorised access to patient information occurring during or as a result of virtual consultations; and jurisdictional issues, including the provision of virtual consultations to patients located outside the Member's licensed or authorised practice area.

Nutraceutical Products

Any manufacturing, distribution, labelling, advertising, testing, sale, ingestion or exposure to any use of any product made of, a derivative of, known as, or containing any substance listed in Schedule 1 to this document.

Aesthetic Products and Services

The provision, recommendation, administration or failure to provide any medical treatment, procedure, diagnosis, advice or service, or the manufacture, distribution, labelling, advertising, testing, sale, supply, ingestion or exposure to any product, device, substance or material, involving, relating to or arising from: gluteal fat grafting or autologous fat transfer to the buttocks; any Product, Professional Service or Healthcare Service being provided which does not have any unified licensing framework or acknowledgement by a known regulatory body; Morpheus8; Paradoxical Adipose Hyperplasia caused by cryolipolysis or fat freezing; and Preimplantation Genetic Testing.

Specified Products

Any manufacturing, distribution, labelling, advertising, testing, sale, ingestion or exposure to any use of any Product made of, a derivative of, known as, or containing any substance listed in Schedule 2 to this document.

Product Safety and Regulatory Approval

Any Product sold or used without regulatory approval for use and sale, or after having been declared unsafe by any regulatory body or governmental authority, or in violation of any statute, law, ordinance or regulation in any part of the world, including any off-label use.

Clinical Trials, Research and Development

Any Clinical Trial, or any research or development activity. No clinical trial Section is operative under this document.

Sanctions

Any Claim or benefit to the extent that the granting of protection or the making of any payment would expose the Mutual or any of its reinsurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of New Zealand, Australia, the European Union, the United Kingdom, the United States of America or Japan.

Terrorism

Terrorism, or any action taken in controlling, preventing or suppressing it.

Trade Debt

Any trading loss or liability, change in value of any account, or any loss, transfer, theft or diminution in value of money or security whilst in the care, custody or control of the Member.

United States of America and Canada

Any operations by or on behalf of the Member in the United States of America or Canada; services, goods or Products provided or sold in or for use in either; any Claim made in, action brought in, or proceedings issued in any country which operates under the laws of either; or any judgment, award, payment or settlement made within any such country, or any order made anywhere in the world to enforce it in whole or in part.

War and Kindred Risks

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion, nationalisation, confiscation, requisition, seizure or destruction by order of any government or public authority.

Complaints Procedure

The Mutual is dedicated to providing a high-quality service and wants to ensure that it maintains this at all times. If a Member is unhappy with any aspect of the service or with the handling of any request for protection, the Member should contact the Association or the Mutual's administrator using the details in the Claims Notifications section, quoting the certificate number and the Member's name.

If the matter is not resolved to the Member's satisfaction, it will be referred to the Board for internal review. The Member may make a written submission explaining why the decision should be reconsidered, within 60 days of being notified of it. The Mutual will provide a final response within 30 calendar days of the complaint first being made.

External dispute resolution

The Mutual is not currently a member of an approved dispute resolution scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008.

The Australian Financial Complaints Authority (AFCA) is available to Australian members of the Mutual. It has no jurisdiction over a complaint by a New Zealand Member and is not available to you.

If your complaint is not resolved through the process above, you may seek independent legal advice, or take any other step available to you at law. Nothing in this document limits any right you have under New Zealand law, and nothing in this document requires you to accept the Board's decision as final.

Data Protection Notice

The Mutual collects and processes personal information about Members for the purposes of administering membership and protection, assessing and handling Claims, providing member services, and complying with its legal obligations. The Mutual handles personal information in accordance with the Privacy Act 2020 (NZ), the information privacy principles, and its Privacy Policy.

Personal information may be shared with the Association, the Mutual's administrator, its reinsurers and their agents, legal advisers, actuaries, accountants, claims investigators, loss adjusters, brokers and other service providers, in each case subject to appropriate instruction and control. The Mutual's administrator is in Australia and reinsurance is placed at Lloyd's in the United Kingdom; where personal information is transferred outside New Zealand the Mutual will comply with information privacy principle 12 and take reasonable steps to ensure it is subject to comparable safeguards.

Information provided by a Member about any other individual must be provided with that individual's permission, and it is the Member's responsibility to inform them of the Mutual's use of their information. Health information about a Patient is subject to the Health Information Privacy Code 2020. Members must not provide it to the Mutual except to the extent necessary to notify or defend a Claim.

A Member has the right to request access to the personal information the Mutual holds about them and to request correction of it. Requests should be directed to the Mutual's administrator using the details in the Claims Notifications section.

Schedule 1 — Excluded Nutraceutical Substances

For the purposes of the Nutraceutical Products exclusion, the following substances are excluded. This Schedule reproduces in full the schedule to the exclusion, so that a Member can see what is excluded without reference to any other document.

- Aegeline, or N-(2-hydroxy-2(4-methoxyphenyl) ethyl)-3-phenyl-2-propenamide
- AMP Citrate (4-amino-2-methylpentane citrate)
- Anabolic steroids (natural or synthetic)
- Androstenedione
- Any product containing mercury where the product is or is intended to be implanted, ingested, injected, inhaled or absorbed
- Aristolochia, aristolochic acids, Fang Chi, Kan-Mokutsu, Mokutsu and any adulterated botanicals, botanical derivatives or other products containing aristolochic acid, its derivatives or extracts
- Belladonna (Atropa belladonna)
- Bismacine, also known as Chromacine
- Borage
- Butanediol
- Cascara Sagrada
- Chaparral (Larrea tridentata)
- Chromium picolinate; hexavalent chromium
- Colloidal silver (ingestible)
- Comfrey (pyrrolizidine alkaloids)
- Danthron
- Dendrobium
- DMHA (dimethylhexylamine)
- Drugs used to treat erectile dysfunction
- Formaldehyde, paraformaldehyde, methyl aldehyde, methylene glycol, formalin, formol, methylene oxide
- Glandular extracts
- Green tea for weight loss
- Guarana
- Higenamine, also known as aconite
- Jin Bu Huan
- Kava, kava root, kava-kava, kawa, Piper methysticum
- Kratom (Mitragyna speciosa)
- Lobelia
- Methylhexanamine / Forthane / Geranamine
- Pennyroyal oil
- Silica (ingestible)
- Willow bark
- Yohimbe

Schedule 2 — Excluded Specified Products

For the purposes of the Specified Products exclusion, the following are excluded. This Schedule reproduces in full the schedule to the exclusion, so that a Member can see what is excluded without reference to any other document.

- Asbestos
- Androstenedione
- Azidomethyl-biphenyl-tetrazole (AZBT)
- Benzene
- Bisphosphonates
- Bupropion
- Contraceptives
- Cox-2 inhibitors
- Di-(2-ethylhexyl) phthalate (DEHP)
- Diethylstilbestrol (DES)
- Dioxins
- Ephedrine and pseudoephedrine, including the natural plant
- Fibrates
- Formaldehyde and acetaldehyde
- Hydroquinone
- Isotretinoin
- Latex
- Implantable silicone
- Metal-on-metal implants
- Methylphenidate
- Metoclopramide
- Nitrosamine
- Non-medical marijuana
- Opioids
- PFCs / PFAS / PFOS / PFOA — any perfluorinated compounds, including perfluoroalkyl and polyfluorinated alkyl substances, perfluorooctane sulfonate, perfluorooctanoic acid, perfluoroether carboxylic and sulfonic acids, and any related products and chemicals, including any constituents, additives, derivatives or degradation by-products; any hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, the Regulations Amending the Prohibition of Certain Toxic Substances Regulations 2012 (Canada), the European Chemical Agency (ECHA) lists, or any similar act, statute, regulation, ordinance, requirement or law, including additions and amendments
- Phenylpropanolamine (PPA)
- Piper methysticum (kava)
- Risperidone
- Selective serotonin reuptake inhibitors (SSRIs) and serotonin-norepinephrine reuptake inhibitors (SNRIs)
- Synthetic or biologic mesh implanted transvaginally
- Talcum powder
- Thiazolidinediones
- Thimerosal or thiomersal
- Tobacco, e-cigarette and vaping products

For more information, contact us

New Zealand member contact

The Nurses' Professional Association of New Zealand (NPANZ)

Telephone: +64 4 887 6888

Email: hotline@nursesunion.co.nz

Member information: https://npanz.unions.co.nz/protection

Claims and Circumstances must be notified using the details above. Notice given to the Association at these details is treated as notice to the Mutual.

The Mutual

Red Union Workers' Mutual Limited, ACN 682 121 526

Authorised Representative No. 001312346 of Regis Licensing Pty Ltd, AFSL 338156

This document is dated 6 November 2025, document reference RUWM-PW-NZ-NURSE-v1.0, and is issued by Red Union Workers' Mutual Limited ACN 682 121 526.