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ANZASW Members Insurance Cover Summary

29 July 2020

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 **Gallagher**

ANZASW Members Insurance Cover Summary

CLIENT NAME: Aotearoa New Zealand Assn of Social Workers Inc
POLICY TYPE: Professional Indemnity
COVER SUMMARY NUMBER: 1332728-013-01
POLICY NUMBER: 6000092585
PERIOD OF INSURANCE: 20 July 2020 to 20 July 2021

IMPORTANT NOTICES

You must be a Member.

Your insurance cover is only effective if you are a member as defined in the Constitution who has met all financial obligations to ANZASW at the time a claim is notified [regardless of when the event that caused the claim occurred]. The only exception to this is claims under the General & Products Liability section where you must be a member at the time any claim event occurs.

Excess

Each section of this policy is subject to a \$500 excess each and every claim [except Fidelity \$3,000 excess]. In the event that a single notification triggers multiple policies, only one excess (being the highest excess) will be payable by the Insured.

Duty of Disclosure

Your Insurance Company require that you advise of all changes in the risk or other information likely to affect their acceptance of insurances that are renewed. If there are any changes in the risk and these are not declared, then cover may not apply.

Not the Policy

This document is a summary only and is not the policy. The information supplied is for reference purposes. For particulars of your insurance, please refer to the full Policy Wording held by ANZASW.

Insurance Policy Acceptance

Your insurance is arranged under a Group Policy arranged and administered by the Aotearoa New Zealand Assn of Social Workers Inc. who are also the sponsor of the policy. Crombie Lockwood acts as the broker to the policy and for the members covered under it. In conjunction with the insurer, ANZASW and ourselves we agree the general coverage and criteria of the policy for members. Copies of the policy documents for the insurance covers arranged for members are held in the offices of ANZASW.

Retroactive Date

Unlimited on all applicable policies and cover sections for all members/Insured's

Main Exclusions;

- Aircraft & Watercraft Motor Vehicles
- Asbestos, Nuclear, Pollution, Radiation, Terrorism, War
- Assault, Battery, Improper Conduct
- Liability Assumed Under Contract
- Non Compliance or reckless failure to comply
- Claims prior to the Retroactive Date
- Sexual Molestation other than Investigation Costs [Limited cover].
- Employment Disputes other than Investigation Costs [Limited cover].

INSURED PARTIES & OCCUPATION/ACTIVITIES

The Insured [Insured jointly and severally for their respective rights and interests]

Insured includes:

- All Full Members
- All Life Members
- All Provisional Members
- All Student Members
- All Member Associates
- Non Practicing Members as declared and agreed

Suspended Members

- Where a member is under suspension the insurance will not respond to any incident or event that occurs during the suspension period. The insurance remains in force during the suspension and will respond to notifications of claims during the suspension period where the incident or event giving rise to the claim occurs during any period where the member was not suspended.

Occupation

- *Professional Services*: any activity engaged in by the Insured wherein the Insured employs their professional skills and abilities in activities associated with "Social Work Practice", including but not limited to:

<ul style="list-style-type: none"> ▪ casework, ▪ clinical social work practice¹, ▪ community development, ▪ disaster relief, ▪ research ▪ supervision & mentoring, ▪ management, ▪ family / whanau work or therapy, ▪ Iwi social services, ▪ social action, ▪ policy analysis, ▪ consultancy, 	<ul style="list-style-type: none"> ▪ group work ▪ community work, ▪ environmental social work, ▪ social pedagogical work, ▪ education and training, ▪ administration, ▪ social service management, ▪ youth work, ▪ advocacy, ▪ political action, ▪ social and economic policy formation,
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- and such other activities as may be disclosed and agreed to by the Insurer.
- *Social Work Practice*: Social work is a practice-based profession and an academic discipline that promotes social change and development, social cohesion, and the empowerment and liberation of people. Principles of social justice, human rights, collective responsibility and respect for diversities are central to social work. Underpinned by theories of social work, social sciences, humanities and indigenous knowledge, social work engages people and structures to address life challenges and enhance wellbeing.

Social Work provides professional expertise and skill to bear in a range of complex situations and improving the life outcomes of individuals, carers, families, groups and communities.

Practicing social work involves but is not limited to:

- Direct interaction with people using the service in the context of a 'front line' role;
- Managing, supervising or mentoring other social workers;
- Teaching social work practice or theory;
- Other roles that utilise an individual's social work knowledge, skills, values and ethics, where the individual has some level of influence on or engagement in

¹ Includes a variety of therapeutic tools and techniques, such as counseling, psychotherapy, art, play, music and animal assisted therapy tools

- decisions about people using the service.
- All activities in the various “Scopes of Practice” upon which a member is registered to attend.

People using the service includes, but is not limited to, individuals, families, whanau, hapu, iwi, groups, organisations, communities, staff, supervisees, students.

Professional Services and Social Work Practice shall include all activities undertaken and/or described in the Social Work – General Scope of Practice [July 2017] and any other Scope of Practice developed and endorsed to a member’s Annual Practicing Certificate.

SUMMARY OF PRIMARY COVER CONDITIONS

Covering

This is a combined liability policy unique to individual Members of the Aotearoa New Zealand Association of Social Workers (Inc), incorporating the following covers;

Professional Liability:

Indemnity in respect of liability arising out of wrongful acts in the performance of professional services [refer Occupation Definition] as a Social Worker.

- Limit of Indemnity: \$1,000,000 any one claim and \$2,000,000 in the aggregate
- Territorial/ Jurisdictional Limits: New Zealand
- Policy Wording NZI Professional Liability NZ6520-1 06-18 applies
- Main Policy Extensions: Automatic Reinstatement; Defamation; Disciplinary Proceedings Costs; Loss of Documents; Public Relations Expense, Court Attendance Costs; Fair Trading Act; Intellectual Property.
- Specific Coverage: ANZASW Complaints Procedure; Employer Investigations into Professional Services Performance; Sexual Misconduct; Annual Practicing Certificate Investigation Costs; Employer Assistance Programme [EAP].

General & Products Liability:

Indemnity for all sums you become legally liable to pay as direct compensation due to Personal Injury or Damage to Third Party Property, following an occurrence happening in connection with your Occupation.

- Limit of Indemnity: \$2,000,000 any one claim
- Geographical Limits: New Zealand
- Policy Wording Lumley NZGL0318 applies
- Main Policy Extensions: Property in Care, Custody & Control; Punitive & Exemplary Damage
- Noted Policy Exclusions: Business Advice or Service Exclusion;

Employers Liability:

To pay compensation to an employee for personal injury arising in the course of employment which is not covered by the Accident Rehabilitation and Compensation Act.

- Limit of Indemnity: \$1,000,000 in the aggregate
- Territorial/ Jurisdictional Limits: New Zealand
- Policy Wording Lumley NZEL0318 applies.
- Policy Extensions: All policy extensions.

Statutory Liability:

Any fine payable by the insured upon the insured's conviction for an offence in breach of acts of the New Zealand Parliament. In respect of the Health and Safety in Employment Act the indemnity does not apply to any fine or infringement fee.

- Limit of Indemnity: \$1,000,000 in the aggregate
- Territorial / Jurisdictional Limits: New Zealand
- Policy Wording Lumley NZSL0318 applies
- Policy Extensions: All policy extensions.
- Main Endorsements: Section 195a under the Crimes Amendment Act, and Section 148 of the Social Workers Registration Act.
- Some excluded Acts are;
 - Crimes Act 1961
 - Misuse of Drugs Act 1975
 - Summary Offences Act 1981
 - Transport Act 1962

Legal Prosecution Defence:

Cover the insured for costs arising from criminal prosecution whilst going about their daily work. This policy provides cover for legal expenses incurred for legal action alleging an offence under any statute arising in the course of employment with the insured.

- Limit of Indemnity: \$100,000 in the aggregate
- Territorial/ Jurisdictional Limits: New Zealand
- Policy Wording Lumley LE1106 applies
- Policy responds to police investigations regarding sexual molestation, and section 195a under the Crimes Amendment Act and Section 148 of the Social Workers Registration Act

Internet Liability:

Provides protection against claims arising from the use of internet or email. Includes cover for claims alleging breach of copyright arising from using information on a website and unintentional forwarding of a computer virus to another party.

- Limit of Indemnity: \$100,000 in the aggregate
- Policy Inclusions: Defamation, Passing Off, Breach of confidence, Privacy, Misuse of Information, Act of Belittlement.
- Territorial Limits: Worldwide
- Jurisdictional Limits: New Zealand
- Policy Wording Lumley NZ NZPI0302 applies

Fidelity:

To cover theft by employees.

- Limit of Indemnity: \$50,000 any one claim and \$100,000 in the aggregate shared across all insured members.
- Territorial/ Jurisdictional Limits: New Zealand
- Policy Wording Lumley FI0805 applies

ADDITIONAL POLICY BENEFITS

EAP Assist Programme

NZI will cover the insured for the cost of counselling as a result of a claim covered under this policy. We will only pay such costs where an executive member of the ANZASW agrees that the nature of the claim warrants the offer of counselling.

The most we will pay during the period of insurance in respect of any individual insured for counselling is \$1,000 any one claim and in the aggregate \$15,000 for all insureds.

Legal Advisory Panel

The services of the Legal Advisory panel are offered allowing Insured members of the ANZASW scheme access to free legal advice on claims related matters. This advice is available without the requirement for NZI's prior consent, up to a limit of \$2,500.

The Panel can be contacted via the [ANZASW Liability Helpline](#) **0800 694294**

Additional Member Occupations, Territory and Cover Requirements

Insured members may apply for and be granted individual additional coverage considerations where submitted to and approved by NZI. Such additions will be endorsed against these policies but separately invoiced and closed to the individual member. Additional terms and charges may apply.