



## Entity Medical Malpractice

### Policy Schedule & Certificate of Currency

<b>Insurer</b>	Tego Insurance Pty Ltd on behalf of Certain Underwriters at Lloyd's as authorised under UMR B0755R233405		
<b>Policy Number</b>	EMMI-115499-03		
<b>Insured</b>	D and M Solutions (NSW ) Pty Ltd, D and M Solutions (QLD) Pty Ltd, D and M Solutions Pty Ltd T/As Trusted Home & Disability Care		
<b>Business Activities</b>	Aged/Disabled and Respite Care Services including Community/Home Care Workers, Nursing Homes/Hostels/Self-Care/Retirement/ Independent Living Units & Facilities		
<b>Policy Wording</b>	TEGO-EMMI-8346-0522 Entity Medical Malpractice Policy		
<b>Period of Insurance</b>	From 4:00pm 02 September 2023 to 4:00pm 02 September 2024		
<b>Retroactive Date</b>	Unlimited, excluding known claims and circumstances.		
<b>Limits of Liability (AUD)</b>	Medical Malpractice	10,000,000 any one <b>Claim</b>	and 20,000,000 in the aggregate
	Errors and Omissions	10,000,000 any one <b>Claim</b>	and 20,000,000 in the aggregate
	Public Liability	20,000,000 any one <b>Occurrence</b>	
	Products Liability	20,000,000 any one <b>Occurrence</b>	and 20,000,000 in the aggregate
<b>Deductible (AUD)</b>	Medical Malpractice	2,500	
	Errors and Omissions	2,500	
	Public Liability	2,500	
	Products Liability	2,500	
<b>Premium (AUD)</b>	As Agreed		
<b>Endorsements</b>	Coronavirus Exclusion Hazardous Activities Exclusion Building Demolitions or Construction Work Event Endorsement Increased Deductible for Specified Exposure Endorsement: Personal Injury to Labour Hire Personnel, Subcontractors and Contractors Increased Deductible for Specified Exposure Endorsement: Property damage to leased premises		

# Policy Schedule

## Sections of Cover

<u>Section</u>	<u>Operative</u>	<u>Policy Territory</u>	<u>Claims Jurisdiction</u>
Section 1 – Medical Malpractice	Included	Worldwide Excluding USA	Worldwide Excluding USA
Section 2 – Errors and Omissions	Included	Worldwide Excluding USA	Worldwide Excluding USA
Section 3 – Public Liability	Included	Worldwide Excluding USA	Worldwide Excluding USA
Section 4 – Products Liability	Included	Worldwide Excluding USA	Worldwide Excluding USA

## Section 1 – Medical Malpractice

<u>Heads of Cover</u>	<u>Operative</u>	<u>Sub-limits of Liability</u>
Abuse Liability	Included	150,000
Court Attendance Compensation	Included	250 per day up to a maximum of 7,500
Complaint and Investigation Costs	Included	1,000,000
Medicare and Private Health Insurer	Included	1,000,000
Continuous Cover	Included	
Good Samaritan Acts	Included	
Telehealth	Included	
Reporting a Healthcare Practitioner or Incident	Included	
Vicarious Liability	Included	
Reinstatement	Included	One

## Section 2 – Errors and Omissions

<u>Heads of Cover</u>	<u>Operative</u>	<u>Sub-limits of Liability</u>
New Subsidiaries	Included	
Dishonesty of Employees	Included	
Court Attendance Compensation	Included	250 per day up to a maximum of 7,500
Complaint and Investigation Costs	Included	1,000,000
Loss of Documents	Included	1,000,000
Former Subsidiaries	Included	
Joint Ventures	Included	
Continuous Cover	Included	
Reinstatement	Included	One
Media Management Crisis Costs	Included	50,000
Contamination Costs	Included	150,000
Statutory Liability	Included	500,000
<u>OPTIONAL EXTENSIONS</u>		
Fidelity	Not Included	

## Section 3 – Public Liability

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<u>Heads of Cover</u>	<u>Operative</u>
Bodily Injury	Included
Property Damage	Included
Advertising Injury Liability	Included
Tenants Legal Liability	Included

## Section 4 – Products Liability

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<u>Heads of Cover</u>	<u>Operative</u>
Bodily Injury	Included
Property Damage	Included

## Endorsements

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### Coronavirus Exclusion

Notwithstanding any other provision, no cover is provided under this **Policy** for any **Claim**, loss, liability, cost or expense, or **Defence Costs and Expenses** of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation, derivative or variation thereof.

This exclusion also applies to any **Claim**, loss, liability, cost or expense, or **Defence Costs and Expenses** of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) any action taken in controlling, preventing, suppressing, mitigating or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

For the avoidance of doubt, contingent cover is hereunder extended to work experience students working for an on behalf of the **Insured** only. Work experience students shall maintain their own separate individual medical malpractice cover in force at all times.

There are no other modifications to the **Policy** under this endorsement.

### Hazardous Activities Exclusion

It is hereby agreed that the following is added to the General Policy Exclusions:

This **Policy** excludes any **Claims** and **Defence Costs and Expenses** arising from contact sports, motor races, motor rallies, canyoning, caving, rifle/firearms, shooting, aircraft, hang gliding, parachuting, para gliding, white water canoeing/kayaking/rafting, scuba diving, dune buggies, vertical and horizontal bungee jumping, hot air ballooning, gladiator games, rock climbing, go karts, martial arts or boxing activities, demolition or construction work (including additions or alterations to or erection of buildings).

There are no other modifications to the **Policy** under this endorsement.

### Building Demolitions or Construction Work

It is hereby agreed that the following is added to the General Policy Exclusions:

This **Policy** excludes any **Claims and Defence Costs and Expenses** arising from demolition or construction work (including additions or alterations to or erection of buildings) .

There are no other modifications to the **Policy** under this endorsement.

### Event Endorsement

It is hereby agreed that the following is added to the General Policy Exclusions:

This **Policy** excludes any **Claims and Defence Costs and Expenses** arising from any of the **Insured's** operations or any other activities organised by the **Insured** which involve the use of mechanical amusement devices, inflatables, pyrotechnics or rides involving animals. This exclusion shall not apply to the **Insured's** vicarious liability arising from the hire and use of such devices or animals from other parties provided that the **Insured** has obtained certificates of insurance confirming such parties hold valid liability insurance policies covering them for a minimum of \$10,000,000 any one occurrence.

There are no other modifications to the **Policy** under this endorsement.

### Increased Deductible for Specified Exposure Endorsement: Personal Injury to Labour Hire Personnel, Subcontractors and Contractors

It is hereby declared and agreed that the **Deductible** applicable to Sections 3 and 4 is increased to \$20,000 in respect of any **Occurrence** involving personal injury to labour hire personnel, subcontractors and contractors.

There are no other modifications to the **Policy** under this endorsement.

### Increased Deductible for Specified Exposure Endorsement: Property damage to leased premises

It is hereby declared and agreed that the **Deductible** applicable to Sections 3 and 4 is increased to \$10,000 in respect of any **Occurrence** arising out of or in connection to property damage to leased premises.

There are no other modifications to the **Policy** under this endorsement

This certificate is issued by the Coverholder shown above in accordance with the authority granted to them by certain underwriters at Lloyd's under the agreement referred to herein.

**Date:**

07 September 2023

**Signature:**

A handwritten signature in black ink, appearing to read 'A. J. ...', is written over a faint, illegible background.

Signed for and on behalf of Tego Insurance Pty Ltd as agent for Security.

Coverholder at **LLOYDS**