

## Healthcare Professionals Civil Liability (PI & PL) Policy Schedule

<b>Item 1</b>	<b>Policy Number</b>	HP-020735-2024
<b>Item 2</b>	<b>Policyholder</b>	ROTANA CARE PTY LTD 1 Janefield Drive, BUNDOORA VIC 3083 Australia
<b>Item 3</b>	<b>Insurance Period</b>	4.00pm on 31/07/2024 to 4.00pm on 31/07/2025
<b>Item 4</b>	<b>Policy Wording</b>	ProRisk Healthcare Professionals Civil Liability (PI & PL) Policy v04.21 ProRisk General Terms & Conditions v04.22
<b>Item 5</b>	<b>Retroactive Date</b>	Unlimited
<b>Item 6</b>	<b>Continuous Cover Date</b>	31/07/2024
<b>Item 7</b>	<b>Underwriters</b>	Professional Risk Underwriting Pty Limited trading as ProRisk for and on behalf of Swiss Re International SE Australia Branch (ABN 38 138 873 211)
<b>Item 8</b>	<b>Limit of Liability</b>	\$1,000,000 for any one <b>claim</b> or <b>dishonest act</b> and in the \$3,000,000 in the aggregate for Coverage Section Professional Indemnity \$20,000,000 for any one <b>claim</b> and \$60,000,000 in the aggregate for clause 1.6 Public Liability and \$20,000,000 in the aggregate for insuring clause 1.7 Products Liability

### The following sub-limits and excesses apply:

① Insuring Clause	Included/Excluded	Excess	Limit of Liability
Insuring Clause 1.1: Civil Liability Cover	Included	\$300	\$1,000,000
Insuring Clause 1.2: Employee Fidelity Cover	Included	\$300	\$50,000
Insuring Clause 1.3: Investigation Costs Cover	Included	\$300	\$500,000
Insuring Clause 1.4: Spousal Liability Cover	Included	\$300	\$250,000
Insuring Clause 1.5: Statutory Liability Cover	Included	\$300	\$50,000
Insuring Clause 1.6: Public Liability Cover	Included	\$300	\$20,000,000
Insuring Clause 1.7: Product Liability Cover	Included	\$300	\$20,000,000

⊕ Extension	Included/Excluded	Excess	Sub-Limit of Liability
2.1: Advancement of Defence Costs and Investigation Costs	Included	\$300	
2.2: Automatic acquisition or creation of subsidiaries	Included	\$300	
2.3: Continuity of Cover	Included	\$300	
2.4: Discovery period following a change in exposure	Included	\$300	
2.5: Discovery period following non-renewal	Included	\$300	
2.6: Emergency Costs	Included	\$300	\$100,000
2.7: Reinstatement of the Limit of Liability	Included	\$300	
2.8: Retired or Resigned Insured Persons	Included	\$300	
2.9: Civil Penalties	Included	\$300	\$100,000
2.10: Court Attendance Costs	Included	\$300	\$100,000
2.11: Crisis Costs	Included	\$300	\$100,000
2.12: Defamation	Included	\$300	
2.13: Good Samaritan Acts Liability	Included	\$300	
2.14: Intellectual Property	Included	\$300	
2.15: Internet Liability	Included	\$300	
2.16: Joint Venture Liability	Included	\$300	
2.17: Loss of Documents	Included	\$300	\$100,000
2.18: Privacy & Health Records Legislation	Included	\$300	
2.19: Public Relations Costs	Included	\$300	\$100,000
2.20: Trade Practices Legislation Cover	Included	\$300	
2.21: Vicarious Liability	Included	\$300	

2.22: Public Relations Costs	Included	\$300	\$100,000
2.23: Tenants Liability	Included	\$300	
2.24: Direct Financial Loss Investigator Costs – Policyholder	Included	\$300	\$5,000
2.25: Direct Financial Loss Investigator Costs – ProRisk	Included	\$300	\$5,000
2.26: Contract Review	Included	\$300	4 per Insurance Period
2.27: Panel Counsel	Included	\$300	
2.28: Whistleblower Hotline	Included	\$300	

<b>Item 9</b>	<b>Territorial Limits</b>	Worldwide (excluding USA and Canada)	
<b>Item 10</b>	<b>Maximum Aggregate Limits of Liability</b>	\$3,000,000 for Professional Indemnity Limit \$60,000,000 for Public & Product Liability Limit	
<b>Item 11</b>	<b>Other Insurance</b>	Not applicable	
<b>Item 12</b>	<b>Interested Party</b>	N/A	
<b>Item 13</b>	<b>Healthcare Services</b>	Disabilities Assistance Service	100%

THIS IS TO CERTIFY that in accordance with the authorisation granted to ProRisk by the **underwriters** and in consideration of the **premium**, the **underwriters** agree to insure the stated **policyholder** in accordance with the terms and conditions of the **policy**.

In accepting this insurance, the **underwriters** have relied on the information and statements that **you** have provided on the **proposal**. You should read this **schedule** carefully and, if it is not correct, you should immediately contact **us**. This is an important document and should be kept in a safe place with all other papers relating to this **policy**.

Authorised by



Hamish McDonald Nye  
**Executive Director**  
**Professional Risk Underwriting Pty Ltd**

23/07/2024

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## INFECTIOUS DISEASES ENDORSEMENT

<b>Endorsement Number:</b>	HCP0032
<b>Applicable date of Endorsement:</b>	31/07/2024
<b>Policyholder:</b>	ROTANA CARE PTY LTD
<b>Insurance Period:</b>	4.00pm on 31/07/2024 to 4.00pm on 31/07/2025

It is noted and agreed that the **Policy** is amended to contain the following Exclusion Clause:

**We** will not be liable for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out any of the following; - including any fear or threat thereof, whether actual or alleged

- (a) any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
- (b) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (c) any pandemic or epidemic, as declared as such by the World Health Organisation or any governmental authority.

In all other respects, the **policy** remains unaltered.

## Disability Support / Home Respite Care Workers Endorsement

<b>Endorsement Number:</b>	HCP0033
<b>Applicable date of Endorsement:</b>	31/07/2024
<b>Policyholder:</b>	ROTANA CARE PTY LTD
<b>Insurance Period:</b>	4.00pm on 31/07/2024 to 4.00pm on 31/07/2025

It is agreed that the following clause is added to the **policy**:

The definition of **healthcare services** is deleted in its entirety and replaced with the following:

**Healthcare services** means any care, treatment, advice, training, specification, supervision, service or goods, provided in respect of the physical or mental health and wellbeing of a person in the capacity of a disability support worker or home respite care worker. It includes the following services:

It is agreed that the following clause is added to the **policy**:

To the extent permissible by law, where:

- (a) Providing short stay or respite care (less than 14 days) in or out of home, anywhere across Australia;
- (b) supervising your client during travel, commuting, outings or vacations (subject to the exclusion in this endorsement below);
- (c) Provision of personal care;
- (d) Provision of domestic assistance and home maintenance;
- (e) Client transportation related to support services;
- (f) Social, recreational and lifestyle support, training and positive behaviour support;
- (g) Employment support including training in respect of transition to work, personal skills, basic work skills and travelling to work;
- (h) Support in the use and procurement of aids and equipment related to a person's disability; or
- (i) Support coordination.

Subject always to the terms and conditions of the policy.

Healthcare services does not include any product liability.

In addition, the following exclusion is added to the policy:

We will not be liable for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by an insured or other person acting on behalf of an insured performing the following services:

- (a) Any activities and/or services provided by you or on your behalf as a host family or foster care family;
- (b) National Disability Insurance Scheme (NDIS) funds management by you or on your behalf;
- (c) Any form of non short stay or respite care accommodation (less than 14 days) or housing & accommodation services provided by you or on your behalf including aged care home, nursing home or specialist disability accommodation facility services;
- (d) Any ambulance or para-medical transport services provided by you or on your behalf;
- (e) Any of the following activities provided by you or on your behalf: backpacking trips, bungee jumping, canyoneering, caving, hang gliding, heli-hiking / heli-skiing, horse riding and other equine related tours, hot air balloon rides, hunting, ice climbing, ice fishing, motorcycle/ATVS, four wheel driving, quad biking, mountain biking, own vehicle in a foreign country, parasailing, professional sports, rock / top rope climbing /rappelling / zip line / via ferrata, scuba diving, skiing / snowboarding, stag and hen parties, white water activities (Class 3-5 water), working holiday (ranch, lodges for instance), racing, polo playing, trekking, helicopter activities, skiing (water and snow), snow mobile, rodeos, BASE jumping, boxing, mountaineering, snorkelling, white water rafting, surfing, kayaking, abseiling, parachuting, paragliding, cage diving paintball/skirmish by you or on your behalf.

In all other respects, the **policy** remains unaltered.