

## Medical Malpractice

**Policy Number:** LPS010567891 - 0528

This Schedule to be read in conjunction with your policy wording. Please read and check all the information is correct and complete.

**Policyholder:** Kin Makers Australia Pty Ltd, Kin Makers Respite Care & Disability Services, Kin Makers Pty Ltd

**Policy Wording:** First Aid, Paramedical and Aged/Disabled Care Providers Medical Malpractice Insurance Policy V10624 25/10/23 A

**Insurer:** AAI Limited ABN 48 005 297 807 trading as Vero Insurance

**Intermediary:** Optimum Insurance Services Pty Ltd AR no. 291220 as a corporate authorised representative of Insurance Advisernet Australia Pty Ltd (ABN 81 072 343 643) AFSL no. 240549

**Policy Period:** From: 19 November 2023 4 pm local standard time  
To: 19 November 2024 4 pm local standard time

**Healthcare Services:** The provision of:

Aged / Disabled Care and Respite Care Services (including Community and Home Care Workers)

### Medical Malpractice Limit of Indemnity:

\$5,000,000 Any One Claim  
\$15,000,000 Maximum Aggregate Limit of Indemnity

### Public & Products Liability Limit of Indemnity:

\$10,000,000 Any One Occurrence and in the Annual  
Aggregate for Products Liability.

### Premium

Base Premium	As Agreed
GST	As Agreed
Stamp Duty	As Agreed
Total Premium	As Agreed

<b>Basis of Limit:</b>	Costs in Addition		
<b>Insurance Clarifications:</b>	Consumer protection legislation		Included
	Contractual liability		Included
	Defamation		Included
	Intellectual property		Included
	Liability of the insured for acts, errors or omissions of contractors and consultants		Included
	Privacy complaints		Included
<b>Extensions:</b>	Alleged abuse defence costs and inquiry costs	Sub-Limits: \$100,000	Included
	Advancement of costs		Included
	Compensation for court attendance	*refer below	Included
	Continuous cover		Included
	Dishonesty of employees and principals/Medicare benefits fraud		Included
	Emergency defence costs and inquiry costs		Included
	Excess reduction		Included
	Extended reporting period		Included
	Good Samaritan acts		Included
	Indemnity to contractors		Included
	Inquiry costs	\$250,000	Included
	Joint venture liability		Included
	Legal consultation		Included
	Lost documents	\$1,000,000	Included
	Mitigation of Loss	\$100,000	Included
	Newly created or acquired subsidiary		Included
	Public relations expenses	\$50,000	Included
	Run off cover		Included
	Sixty day reporting period		Included
	Spousal liability		Included
	Statutory liability	\$100,000	Included
	Students, volunteers, committee members and council members		Included
	Vicarious liability for medical practitioners and locum tenens		Included
	* Compensation for court attendance sub limit: \$500 per person each day, subject to a maximum of \$20,000 for all persons for any one Claim		
<b>Optional Extensions:</b>	Principal's previous business		Not Included
	Public and Products Liability (occurrence)		
	Public and Products Liability Limit:		\$10,000,000
	Pollution Sub-limit		\$500,000
	Fidelity		\$50,000
	All sub-limits are part of and not in addition to the Limit of Indemnity and Maximum Aggregate Limit of Indemnity unless clearly specified otherwise.		
<b>Excess:</b>	Excess:		\$0
	Inquiry Costs Excess:		\$2,500
	Public relations expenses excess:		\$1,000
	Public and products liability excess:		\$500
	Fidelity Excess		\$5,000
<b>Basis of excess:</b>	Costs Inclusive		
<b>Endorsements:</b>			

### **Carer Outdoor Activity Exclusion Endorsement**

The following is added as an Exclusion in Section 2 of the Exclusions to the Policy:

arising directly or indirectly from, in connection with or in respect of a client's participation in any outdoor, dangerous or physically strenuous activity where the Insured has recklessly or wilfully failed to:

- (a) exercise reasonable care for the health, safety and wellbeing of the client in assessing the client's suitability for that activity; or
- (b) appropriately supervise that client during their participation in the activity.

### **Claims made public and products liability run-off endorsement**

The cover provided by optional extension 8.3 'Public and products liability (occurrence)' is extended as follows:

1. Under 8.3.1 'Public liability insuring clause', the Insurer will indemnify the Insured against legal liability to pay compensation and Claimant's Costs in respect of any Claim first made against the Insured and notified to the Insurer during the Policy Period for:

- (a) Personal Injury;
- (b) Damage to Property; or
- (c) Advertising Injury,

happening within the Territorial Limits as a result of an Occurrence and in connection with the Business, less the amount of the 'Public and Products Liability Excess' specified in the Schedule.

2. Under 8.3.2 'Products liability insuring clause', the Insurer will indemnify the Insured against legal liability to pay compensation and Claimant's Costs in respect of any Claim first made against the Insured and notified to the Insurer during the Policy Period for:

- (a) Personal Injury;
- (b) Damage to Property; or
- (c) Advertising Injury,

happening within the Territorial Limits as a result of an Occurrence and caused by or arising from the Products, less the amount of the 'Public and Products Liability Excess' specified in the Schedule.

3. Provided that the Insurer shall not be liable under this Endorsement in respect of any Personal Injury, Damage to Property or Advertising Injury happening after the expiry of the policy period of the Insured's most recent policy based on Vero policy wording reference First Aid, Paramedical and Aged/Disabled Care Providers Medical Malpractice Insurance Policy V10624 09/18 (V10624 13/06/19 A).

**Retroactive Date:** Unlimited

**Territorial Limits:** Worldwide

**Jurisdiction Limits:** Worldwide excluding USA

**Legal Adviser:** [Legal Consultation Hotline Details](#)

**Claims notification:** All claims notification addressed to:

Professional Risks Liability Claims  
GPO Box 346  
Sydney NSW 2001  
Telephone: 1300 888 073  
Fax: 1300 066 150  
Email: [lodgeclaim@vero.com.au](mailto:lodgeclaim@vero.com.au)

Per: Amanda Smith  
Signed for and on behalf of AAI Limited ABN 48 005 297 807 trading as Vero Insurance  
Issued in Sydney on 24 October 2023

### **Adviser Acting Under Binder**

You are advised that in effecting this contract of insurance, Optimum Insurance Services Pty Ltd (AR Number 291226) a corporate authorised representative of Insurance Advisernet Australia Pty Ltd (IA) is acting under a binder authority given to it by AAI Limited trading as Vero Insurance and consequently is effecting the contract as an agent of AAI Limited trading as Vero Insurance and not as your agent. Should you require further confirmation of this transaction please call us on 1300739861.