

Jenelle Henry  
Headway Gippsland  
Po Box 117  
MOE VIC 3825

## QUOTATION

We have pleasure in providing our quotation for the following insurance

<b>Our Reference:</b> CWT DRO H9801 1027912/000	<b>Premium</b>	25,127.50
<b>Date</b> : 24.06.24	<b>Underwriting Agency Fee</b>	400.00
<b>Class</b> : Medical Malpractice Insurance	<b>Premium GST</b>	2,552.75
<b>Insurer</b> : Pen Underwriting Pty Ltd	<b>Stamp Duty</b>	2,764.03
<b>Period</b> : 30.06.2024 to 30.06.2025	<b>Broker Fee</b>	105.20
	<b>Fee GST</b>	10.52
	<b>Total Amount</b>	30,960.00

**PLEASE READ THE IMPORTANT DISCLOSURES BEFORE PROCEEDING WITH THIS COVER**

**Your Account Manager is Jessica Vincent**

**Client Name** : Headway Gippsland

**Reference** : CWT DRO H9801 1027912/000

Thank you for enquiring about Medical Malpractice Insurance

This quotation is based on the information provided to us and will remain valid for 30 days from 24 June 2024

If you would like to proceed with this cover, please contact your Account Manager Jessica Vincent

**Direct Phone** : 03 9780 6795

**Email Address** : jessicav@abcountrywide.com.au

## SOME IMPORTANT THINGS YOU NEED TO KNOW

It is essential that you carefully read and understand the following important notices. If you have any questions, please ask us.

### **Make sure you comply with your Duty of Disclosure or Duty not to Misrepresent**

The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, comply with the duty of disclosure. Make sure you explain the duty to any other insureds you may apply on behalf of. We do not do this unless specifically agreed in writing.

If your contract is not a consumer insurance contract, then you must tell the insurer certain matters which will help them decide whether to insure you and, if so, on what terms.

If your contract is a consumer insurance contract, then you have a duty to take reasonable care not to make a misrepresentation to the insurer when answering questions that the insurer will ask you and when you provide the insurer with information.

You have the above duties in relation to non-consumer insurance contracts and consumer insurance contracts (as applicable) until the insurer agrees to insure you and before the insurer agrees to renew your policy. You also have the same duty before you extend, vary or reinstate an insurance policy.

### **If you are responding for other insureds**

If you are providing information for other insureds, you confirm you have their authority to do so and that the information provided is what they have told you in response to the duty of disclosure or duty not to misrepresent obligations (as applicable).

### **Avoid making misrepresentations or not telling the insurer something**

If you (or anyone who is or proposed to be an insured, under the policy) do not take reasonable care not to make a misrepresentation to the insurer for consumer insurance contracts, or if you do not tell the insurer something that you are required to tell them for non-consumer insurance contracts, they may cancel your policy or reduce the amount they will pay you in the event of a claim, or both. If the misrepresentation or failure is fraudulent, the insurer may refuse to pay a claim and treat the policy as if it never existed.

If we act on behalf of the insurer, you need to refer to the policy which will set out the duty that applies. We will advise you when/if we act on behalf of the insurer.

If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter that:

- you know; or
- a reasonable person in the circumstances could be expected to know, may be relevant to the insurer's decision whether to insure you and, if so, on what terms.

If in doubt it is better to tell us. We will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

When you apply for your policy or renew your policy, the insurer may ask you specific questions relevant to their decision whether to insure you or renew your policy.

When you answer any questions asked by the insurer for a non-consumer insurance contract, you must give honest and complete answers and tell

the insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances would include in answering the questions. Examples of matters that should be disclosed are:

- any claims you have made in recent years for the particular type of insurance;
- cancellation, avoidance of, or a refusal to renew your insurance by an insurer;
- any unusual feature of the insured risk that may increase the likelihood of a claim; and
- circumstances which may give rise to a claim.

An insurer who is deciding whether they are prepared to renew your policy, may give you a copy of anything you have previously told them and ask you to tell them if anything has changed. If an insurer does this, you must tell them about any change or advise that there is no change. If you do not respond then this will be taken to mean there has been no changes.

When you answer any questions asked by the insurer for a consumer insurance contract, you must take reasonable care not to make a misrepresentation to the insurer when answering those questions. For example, it is important that you answer these questions fully and accurately, to the best of your knowledge.

### **Delay between final entry into the policy and original disclosure of information**

You need to tell us if you have disclosure of information in the application process and something has happened that makes the information disclosed inaccurate, or new matters arise that would require disclosure under the duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

### **Underinsurance**

It is the responsibility of the Insured to ensure that the sums insured under this policy are adequate. Underinsurance may cause reduced benefits payable by an Insurer at the time of a loss. If you would like to review the sums insured under this policy, please contact your Account Manager.

### **Misstatement of Premium**

We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

### **Change of Risk or Circumstances**

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities and seek a variation if it is not. Many policies require us to notify the insurer in writing of certain changes to the insured risk during the period of insurance. The insurer can then decide whether to cover the new risk. Examples are:

- For insurance covering property location changes, new business activities or any significant departure from your normal business operations.
- For insurance covering your liability to third parties changes to the nature of your business, and specifically in products liability, changes to your product range or your involvement in products not previously notified to insurers.

### **Interest of Other Parties**

Many policies exclude cover for an interest in the

insured property held by someone other than the insured, unless that interest is specifically noted in the policy. For example, if property is jointly owned, or subject to finance, the interest of a third party such as the joint owner or financier may be excluded if it is not specifically noted on the policy. If you want the interest of any third party to be covered, please let us know, so that we can ask the insurer to note that party's interest on the policy.

### **Cancellation of your Policy**

Our fees are earned in full at the time of placement of the relevant policy.

If a policy is cancelled before the expiry of the period of insurance, we reserve the right to refund the net return premium we received from the Insurer or have a broker fee charged to offset the Insurers deduction of commission. Please ask us for any additional information you require about our remuneration or cancellation policy.

### **The Australian Financial Complaints Authority (AFCA)**

If you have any complaints about the service provided to you, you should contact us and tell us about your complaint. If the complaint cannot be resolved to your satisfaction within 30 days, you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA).  
Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678  
Mail: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

### **Important Notice about your Austbrokers Broker and our panel of preferred premium funders**

#### **Austbrokers role and remuneration**

Your Austbrokers Broker and AUB Group Limited ('AUB') (ABN 60 000 000 715) have a preferred supplier arrangement with several premium funders. They do not act for the premium funder and do not advise on whether the premium funder's products or services are appropriate for you. You need to make your own decision based on the information provided.

If you use a premium funder, your Austbrokers Broker receives commission which is a percentage of the amount funded excluding GST. We may also receive fees, being an agreed dollar value, under a commercial services agreement that AMS (a wholly owned subsidiary of AUB Group Limited ABN 60 000 000 715 (AUB)) has with some premium funders.

Your Austbrokers Broker is owned partly by AUB and benefits from any profit made by this entity due to this arrangement.

If your loan is cancelled, your Austbrokers Broker and AUB may be entitled to keep any payments received pursuant to the above arrangement with the premium funder. If you need more information or explanation of the above, please ask us.

#### **Cancellation of your Policy(ies) on request of the premium funder.**

Your Loan Agreement with the premium funder may allow your Austbrokers Broker, on receipt of a notice from the premium funder requesting cancellation of any policy specified in the Loan Agreement with the premium funder, to cancel the policy and provide the relevant refund to the premium funder. Your Broker will notify you of any such cancellation.

**COVERAGE SUMMARY - Quotation** Headway Gippsland  
Medical Malpractice Insurance

PROFESSIONAL INDEMNITY INSURANCE  
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INSURED:

TVS Pty Ltd trading as Trueblue Value Services

BUSINESS DESCRIPTION:

Provision of care services to the elderly and/or disabled consisting of: Household tasks ie. Cleaning, shopping, preparation and/or delivery of meals, laundry, gardening, lawn mowing. Personal care ie. assistance with administering medication, showering, dressing, toileting etc. Community support and/or companionship, transportation. Support Co-ordination. Centre based day care for the aged or disabled. Clients requiring medical ventilation, tracheotomy, peg feeding, catheter care, bowel care.

WORDING:

Home and Community Care Combined Liability Policy Wording v0424

SECTION 1 - GENERAL LIABILITY

Limit of Indemnity:

Public Liability (any one occurrence)	\$	20,000,000
Products Liability (any one occurrence and in the aggregate during the Period of Insurance)	\$	20,000,000

Sub Limit(s) of liability:

Property in Care, Custody & Control	\$	250,000
Make Safe Expenses	\$	25,000

EXCESS:

\$ 1,000 Any one claim or as otherwise noted in the Policy.

Sexual Abuse Extension:

Sub-Limit of Liability	\$	5,000,000
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Sexual Abuse Extension Excess:

\$ 25,000 any one claim in relation to Sexual Abuse

Retroactive Date: 30/06/2023 excluding known Claims and/or circumstances

Continuity Date: 30/06/2024

ENDORSEMENTS - APPLICABLE TO POLICY SECTION ONE

Injury to Contract Workers Excess:

Section One of this Policy is subject to the following additional Excess:

\$25,000 in respect of liability arising directly or indirectly from or in connection with, contributed to or caused by Personal Injury  
(a) any labour hire personnel;

<b>COVERAGE SUMMARY - Quotation</b>	Headway Gippsland Medical Malpractice Insurance
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- (b) self-employed person;
  - (c) contractor or sub-contractor;
  - (d) an employee or worker of or engaged by any contractor or subcontractor.
  - (e) any other worker
- whilst performing work for or on behalf of the Insured.

**SECTION 2 - PROFESSIONAL INDEMNITY & MALPRACTICE LIABILITY**

Limit of Indemnity:  
 \$ 5,000,000 any one loss and \$ 10,000,000 in the aggregate.

Defence Costs:  
 Costs and expenses are in addition to the limit of Liability

EXCESS:  
 \$ 1,000 any one Claim or otherwise noted in the Policy.

Retroactive Date: 30/06/2024 excluding known Claims and/or circumstances  
 Continuity Date: 30/06/2024

<b>Extensions (Sub-Limited):</b>	
Privacy Breach	\$ 500,000
Inquiry Costs	\$ 250,000
Loss of Document	\$ 1,000,000
Online Medicare Benefit Fraud	\$ 100,000
Statutory Liability	\$ 1,000,000

ENDORSEMENTS - APPLICABLE TO POLICY SECTION TWO  
 None Applying

**SECTION 3 - MANAGEMENT LIABILITY**

Limit of Indemnity:  
 \$ 10,000,000 any one Loss and in the aggregate for all Claims

Insuring Clauses	Sub Limit	Excess	Retro Date
Directors And Officers	\$ 10,000,000	\$ Nil	30/06/2024
Company Reimbursement	\$ 10,000,000	\$ 1,000	30/06/2024
Company Liability	\$ 10,000,000	\$ 1,000	30/06/2024
Employment Practices Liability	\$ 2,000,000	\$ 10,000	30/06/2024
Third Party Discrimination or Sexual Harassment	\$ 1,000,000	\$ 10,000	30/06/2024
Crisis Cover	\$ 100,000	\$ 2,500	30/06/2024
Crime inclusive of:	\$ 100,000	\$ 10,000	30/06/2024
Cyber Crime	\$ 100,000	\$ 10,000	30/06/2024
Internet Liability	\$ 1,000,000	\$ 5,000	30/06/2024
Tax Audit Costs	\$ 20,000	\$ 2,500	30/06/2024

**COVERAGE SUMMARY - Quotation**

Headway Gippsland  
 Medical Malpractice Insurance

Extensions of Cover:

Advancement of Costs	Included
Corporate Manslaughter	Included
Run-off for Retired Directors	Included
Run-Off Cover	Included

Extensions (Sub Limited):

Crime Investigation Costs	\$ 50,000
Official Investigations	\$ 500,000
Pollution Liability	\$ 2,000,000
For-Profit Outside Entity	Not Included

Sub Limited Cover:

Public Relations	\$ 100,000	any one Claim and Aggregate
Excess	\$ 2,500	any One Claim
Retroactive Date	30/06/2024	
Continuity Date	30/06/2024	

Statutory Liability	\$ 2,000,000	any one Claim and Aggregate
Excess	\$ 10,000	any one Claim
Retroactive Date	30/06/2024	
Continuity Date	30/06/2024	

ENDORSEMENTS - APPLICABLE TO POLICY SECTION THREE

Misstatement of Accounts Exclusion:

The Insurer shall not be liable under Section Three of this Policy to make any payment for Loss arising from any Claim against any Insured directly or indirectly based upon, attributable to, or in consequence of any misstatement of financial accounts. Furthermore General Condition 3.9 Non-imputation and Severability shall not apply in relation to any misstatement of financial account or statements used as material representations for this Policy.

Security

50% Certain Underwriters at Lloyds under Contract Number B1263EC0011  
 50% Berkley Insurance Company t/as Berkley Re Australia

**Premium Details :**

Premium	25,127.50
Stamp Duty	2,764.03
Underwriting Agency Fee	400.00
Broker Fee	105.20
GST	2,563.27
TOTAL	30,960.00