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| Territorial Limits | Worldwide |
| Jurisdiction | Worldwide excluding United States of America |
| Policy | Keystone Allied Health Combined Professional and General Liability Wording 04/2022 |
| Security | Certain Underwriters at Lloyd's |
| Retroactive Date | Unlimited excluding known Claims or circumstances |

Endorsements

Insurance Summary

Statutory Liability Endorsement

The following is included in the Policy:

Keystone will not be liable for and will not provide coverage for any Claim or Inquiry:

- a. deemed uninsurable in law; or
- b. for which Keystone is legally prohibited at law from indemnifying an Insured;

or for:

- c. any indemnity, payment, loss, fine(s), compensation, pecuniary penalties or damages, howsoever described or alleged, that Keystone is legally prohibited from paying to an Insured or any third person or entity, or which are uninsurable or which are imposed by law for a deliberate or intentional breach of law; or
- d. any matter deemed uninsurable or prohibited under the law applicable to this Policy; or
- e. payments that are uninsurable under the law pursuant to which this Policy shall be construed (including pursuant to any statute prohibiting the obtaining of insurance or the making of any payment by an insurer or the making of any claim for indemnity payment by a person or entity for whom a right to claim under this Policy either directly or indirectly may otherwise be available, whether on behalf of that person or entity or a third person or entity).

In all other respects the Policy remains unaltered.

END-AH-2022-042-V3

Support Services Endorsement

The following is included in the **Policy**:

Keystone will indemnify the **Insured** for any **Claim** or **Inquiry** arising directly or indirectly from or in connection with:

a. domestic assistance comprising:

- i. changing sheets and towels; or
- ii. cleaning the kitchen, toilet and/or bathroom; or
- iii. cleaning windows, screens and/or fans; or
- iv. dusting; or
- v. ironing; or
- vi. mopping floors; or
- vii. putting council bins out; or
- viii. removing rubbish; or
- ix. vacuuming; or
- x. washing, drying and/or folding washing; or

b. exercise comprising:

- i. hiking provided this is on a designated track with mobile phone reception and with water and first aid being carried; or
- ii. non-electric cycling or non-electric scootering provided a helmet is worn; or



- iii. non-contact sports such as tennis or golf; or
- iv. running; or
- v. supervision, physical assistance and encouragement of a client who is following a fitness plan prepared by a fitness instructor/personal trainer; or
- vi. walking including bush walks, beach walks and hiking; or

c. home maintenance comprising:

- i. car washing; or
- ii. general gardening; or
- iii. green rubbish removal; or
- iv. handy worker – minor repairs; or
- v. pool maintenance; or
- vi. safety and security; or
- vii. weeding and hedges; or

d. personal care comprising:

- i. assistance with eating and drinking; or
- ii. assistance with self-medication; or
- iii. dressing; or
- iv. grooming; or
- v. oral hygiene; or
- vi. showering; or
- vii. toileting; or

e. social and lifestyle support comprising:

- i. attending community programs; or
- ii. company at social activities; or
- iii. companionship; or
- iv. fishing from jetties or the shore; or
- v. home administration; or
- vi. taking to appointments; or
- vii. taking shopping; or
- viii. transport including supporting with use of a mobility scooter.

Keystone will not indemnify the **Insured** for any **Claim** or **Inquiry** arising directly or indirectly from or in connection with the following unless otherwise agreed in writing:

a. any water-based activity including but not limited to surfing, canoeing, kayaking or swimming. This exclusion does not apply if:

- i. the swimming is at a public swimming pool with a trained life guard in attendance or at a patrolled beach with the swimming taking place between the flags; or
- ii. the water-based activity is run and supervised by a reputable independent third party. However, the **Insured** must ensure that the reputable independent third party has their own public and products liability insurance for no less than \$10,000,000. This needs to be done by obtaining a certificate of insurance from each reputable independent third party prior to the commencement of any water-based activity. For the avoidance of doubt, there is no cover if the **Insured** is simply hiring equipment from a third party. The water-based activity must be run and supervised by a reputable independent third party.

b. any horse, motorcycle, electric bicycle, electric scooter activity; or

c. any contact sport; or

d. personal training. This exclusion does not apply to the supervision, physical assistance and encouragement of a client who is following a fitness plan prepared by a fitness instructor/personal trainer; or

e. camping. This exclusion does not apply to camping at a paid campground; or

f. fishing from a boat or vessel unless it is operated by a reputable independent third party. However, the **Insured** must ensure that the reputable independent third party has their own public and products liability insurance for no less than \$10,000,000. This needs to be done by obtaining a certificate of insurance from each reputable independent third party prior to the commencement of any fishing trip. For the avoidance of doubt, there is no cover if the **Insured** is simply hiring the boat or vessel from a third party. The fishing trip must be operated by a reputable independent third party; or

g. a client staying overnight at the **Insured's** residence; or

h. high intensity or very high intensity support services; or

i. wound management or wound care unless the **Insured** is following a plan provided by a registered nurse. For the avoidance of doubt, this exclusion does not apply to accidents that may require immediate care; or

j. catheter care.

Keystone will not indemnify the **Insured** unless otherwise agreed in writing for any **Claim** or **Inquiry** unless the **Insured** or any other party acting on behalf of the **Insured** has completed one of the following:

- a. first aid training; or
- b. a nursing degree; or
- c. a Certificate III in Individual Support - Disability or Ageing, Home & Community Care (or equivalent qualifications).

In all other respects the **Policy** remains unaltered.

Complaints

Keystone take all complaints seriously and have established internal dispute resolution procedures to ensure complaints are handled fairly, honestly and in a timely manner in accordance with the General Insurance Code of Practice.

The Code sets out a two-stage process:

Stage One

Keystone will respond to the Insured's Complaint within 15 business days of the date of receipt of the Complaint, provided Keystone has all the necessary information and have completed any investigation required.

If Keystone cannot respond within 15 business days because Keystone does not have all necessary information or has not completed the investigation:

- (a) Keystone will let the Insured know as soon as reasonably practicable within the 15-business-day timeframe, and agree a reasonable alternative timetable with the Insured. Keystone will advise the Insured of the right to take the Complaint to Stage Two of the Complaints process if Keystone cannot reach an agreement with the Insured on an alternative timetable; and
- (b) Keystone will keep the Insured informed about the progress of the Complaint at least every ten business days, unless agreed otherwise.

Keystone will respond to the Complaint in writing and advise the Insured of:

- (a) Keystone's decision in relation to the Insured's Complaint;
- (b) the reasons for Keystone's decision;
- (c) the Insured's right to take the Complaint to Stage Two if Keystone's decision at Stage One does not resolve the Complaint to the Insured's satisfaction.

If the Insured wishes to make a Complaint, please contact:

The Complaints Officer
Keystone Underwriting Australia Pty Ltd
18/296 Bay Road
Cheltenham, VIC 3192

Phone: 1300 946 530
Email: complaints@ksua.com.au

Stage Two – Review by Lloyd's Australia

The Insured may take the Complaint to Stage Two if Keystone's Stage One decision does not resolve it to the Insured's satisfaction or if the Insured is unhappy with the way Keystone are handling it. The Insured can do this at any time during Stage One.

Taking the Complaint to Stage Two, the Insured should contact:

Lloyd's Australia Limited
Level 9
1 O'Connell Street
Sydney NSW 2000

Phone: (02) 8298 0753
Email: ldraustralia@lloyds.com

Where the complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA) the complaint will generally be reviewed by Lloyd's Australia. Otherwise, the matter will be referred to the Complaints Team at Lloyd's based in the UK.

The Insured may be referred to the Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice if the Complaint remains unresolved. AFCA can be contacted by post at GPO Box 3, Melbourne, Victoria 3001, phone 1800 931 678 or email info@afca.org.au. More information can be found on their website www.afca.org.au. The Insured will be referred to other proceedings for resolution of other disputes. Details are available from Lloyd's Australia Limited at the address above.

Claims

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Claims Department - Keystone Underwriting Australia Pty Ltd

Telephone: 1300 946 530

Email: claims@ksua.com.au

IMPORTANT NOTICES

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Insurance Broker if you have any questions or require further advice/assistance.

ESSENTIAL READING OF POLICY WORDING

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know: or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your insurance contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the insurance contract as if it never existed.

ADDITIONAL DUTY NOT TO MAKE A MISREPRESENTATION (Applies to consumer insurance contracts only)

A consumer insurance contract (CIC) is a contract that is purchased for personal, domestic or household purposes.

You have a duty under the *Insurance Contracts Act 1984 (ICA)* to **take reasonable care not to make a misrepresentation to the insurer (your duty)**.

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy and also before you renew, extend, vary or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

AVERAGE OR CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

A simple example is as follows:

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|--------------------------|-------------|
| Full (Replacement) Value | \$1,000,000 |
| Sum Insured | \$500,000 |

Therefore, you would be self-insured for 50% of the Full Value

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|----------------------|-----------|
| Amount of Claim, say | \$100,000 |
|----------------------|-----------|

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|---|----------|
| Amount payable by Insurers as a result of the application of Average/Co-Insurance (ie: 50%) | \$50,000 |
|---|----------|

Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

Change or Alteration in Risk

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes

Non-Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

Refund of Premium

If there is a refund or reduction of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any broker fee we have charged you. CBN will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us by CBN. We may also charge you a cancellation fee.

Cancellation of Policy or Deficient Cover Due to Non-Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

General

Many areas of insurance are complex, and some implications may not be evident to you. If there are **any** aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.



ADDITIONAL INSURED AND NOTING INTERESTS

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

CLAIMS OCCURRING POLICIES

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance, and this can be affected by many complex commercial and economic factors.

UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually
If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

Non-Disclosure

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure.

If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

GENERAL ADVICE WARNING

This advice does not take into account your personal objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs.

Insurers have created Target Market Determinations (TMDs) which set out the type of customer and risk the product is designed for. We can confirm that you fall within these criteria for this financial product. If you would like a copy of the TMD, please advise us so that we can make this available to you.

Before you make any decision about whether the policy is right for you, you should obtain and read the Product Disclosure Statement (PDS) for the policy.