Canopius Australia & Pacific

Public & Products Liability & Professional Liability / Medical Malpractice

Policy Schedule

Policy Owner:	Attain Healthtech Pty Ltd & Mable Holdings Pty Ltd including subsidiary companies for their respective rights, interests, and liabilities to the extent that they are not more specifically insured under separate insurance arrangements.
Insured:	Independent Support Workers of Mable Technologies Pty Ltd
Address:	C:/ HMD Insurance
Business:	**Section 1 & 2** Independent Support Workers performing Approved Care Work in an Approved Care Workplace but only where such activities or services are billed via the Mable Platform by an Independent Support Worker who is approved on the Mable Technologies Pty Limited Platform at the time of billing.
Professional Services:	**Section 1 & 2** Independent Support Workers performing Approved Care Work in an Approved Care Workplace but only where such activities or services are billed via the Mable Platform by an Independent Support Worker who is approved on the Mable Technologies Pty Limited Platform at the time of billing.
Healthcare Services:	**Section 2** Independent Support Workers approved to undertake nursing activities and personal care, including healthcare, disability support, aged care, allied health and related care services, provided that such activities or services are either: (a) billed via the Mable Platform by an Independent Support Worker approved on the Mable Technologies Pty Ltd Platform at the time of billing; or (b) provided through the HomeMade nursing program.
Period of Insurance:	From: 31 August 2026 16:00 hours Local Standard Time To: 31 August 2027 16:00 hours Local Standard Time The Underwriters hereby give notice of cancellation at the above expiry date. This is for the purposes of review and does not signal the Underwriters intention not to renew the Policy.
Geographical Scope:	Australia
Territorial Limits:	Worldwide excluding North America, Cuba, North Korea and Iran

Limits of Indemnity:

Section 1 **Public Liability:**	AUD 30,000,000 any one claim or series of claims arising from one occurrence
Section 1 **Products Liability:**	AUD 30,000,000 any one claim or series of claims arising from one occurrence but in the annual aggregate
Section 1 **Pollution Liability:**	AUD 30,000,000 any one claim or series of claims arising from one occurrence but in the annual aggregate
Section 2 **Professional Liability:**	AUD 20,000,000 any one Claim made during the Period of Insurance but in the annual aggregate Retroactive Date: 31st August 2013
Section 2 **Medical Malpractice:**	AUD 20,000,000 any one Claim made during the Period of Insurance but in the annual aggregate Retroactive Date: The later of 31st August 2014 or the date an Independent Support Worker is first approved as an Independent Support Worker on the Mable Technologies Pty Limited Platform. Continuity Date: 31 August 2021
Defence Costs:	Inclusive
Deductible(s):	**Section 1 – Public & Products Liability** AUD 100 (defence costs inclusive) any one Occurrence or series of Occurrences arising from one originating cause **Section 2 – Professional Indemnity** AUD 100 any one Claim or series of Claims arising from one originating cause except for the following: AUD 25,000 any one Claim or series of Claims arising from Legal Representation Expenses AUD 5,000 any one Claim or series of Claims arising from Loss of Documents AUD 5,000 any one Claim or series of Claims arising from Public Relations Expenses **Section 2 – Medical Malpractice** AUD 500 any One Claim or series of Claims except for defamation claims where AUD 10,000 any One Claim Deductible will apply

Sub Limits:	**Section 1 – Public & Products Liability**
Property in Custody or Control	AUD 50,000 for any one occurrence per affiliated carer and AUD 1,500,000 for all insureds in the aggregate during any one period of insurance
	Section 2 – Professional Indemnity
Legal Representation Expenses	AUD 250,000 any one claim or series of claims made during the period of insurance but in the annual aggregate
Loss of Documents	AUD 250,000 any one claim or series of claims made during the period of insurance but in the annual aggregate
Public Relations Expenses	AUD 50,000 any one claim or series of claims made during the period of insurance but in the annual aggregate
	Section 2 – Medical Malpractice
Second Opinion Costs	Sub-Limit of Indemnity: Not Covered
Business Costs Crisis Reimbursement	Sub-Limit of Indemnity: Not Covered
Fidelity	Sub-Limit of Indemnity: Not Covered
Statutory Liability Defence Costs	Sub-Limit of Indemnity: AUD 5,000 any one Independent Support Worker and AUD 500,000 in the aggregate any one Period of Insurance (Defence Costs inclusive)
Complaints & Investigation Costs	Sub-Limit of Indemnity: AUD 100,000 any one Independent Support Worker and AUD 2,000,000 in the aggregate any one Period of Insurance (Defence Costs inclusive)
Court Attendance Costs	Sub-Limit of Indemnity: AUD 250 any one Independent Support Worker per day and AUD 100,000 in the aggregate any one Period of Insurance (Defence Costs inclusive)
Medicare & Private Health Insurer	Sub-Limit of Indemnity: AUD 5,000 any one Independent Support Worker and AUD 50,000 in the aggregate any one Period of Insurance (Defence Costs inclusive)
Reporting healthcare Professional	Sub-Limit of Indemnity: AUD 5,000 any one Independent Support Worker and AUD 50,000 in the aggregate any one Period of Insurance (Defence Costs inclusive)

Policy: Mable Combined Public & Products & Professional Liability (including Medical Malpractice) Insurance Policy

Endorsements:
Communicable Disease Exclusion
Limited Cyber Liability Exclusion
Sanctions Clause
DIC Endorsement
Molestation Exclusion Amendment

Minimum Deposit Premium: As agreed

Brokerage: As agreed

Order Hereon: 100%

Security: Certain Underwriters at Lloyd's

Signings:

Policy Section	Policy Coverage	Syndicate	Stamp / Signature	Date
Section 1	Public & Products Liability	Canopius 4444 – 50% Axis 1686 - 50%		04/09/2026
Section 2	Professional Indemnity	Canopius 4444 – 50% Axis 1686 - 50%		04/09/2026
Section 2	Medical Malpractice	Axis 1686 - 100%		

Additional Endorsements to apply:

The following additional Exclusion is Added to the Policy:

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

   3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

   3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

The following additional Exclusion is added to Exclusions applicable to all Sections of the Policy:

CYBER and DATA LIMITED EXCLUSION ENDORSEMENT
(Other than Bodily Injury or Property Damage arising out of a Cyber Incident)

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

5.2 any ensuing physical damage to or destruction of third party property

resulting from or arising out of a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

Definitions

6 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5469
4 November 2020

The following additional Exclusion is added to Exclusions applicable to all Sections of the Policy:

SANCTIONS CLAUSE
No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Australia or New Zealand.

The following additional Exclusion is added to Exclusions applicable to all Sections of the Policy:

DIC Endorsement

The following is added to the Policy:

Where a difference in coverage is presented in this Policy in comparison to the policies listed below, We agree to indemnify the Insured subject to the terms, conditions and exclusions of this Policy, to the extent that such indemnity would have been granted in those policies.

Underlying Policy: Insurer:	**Class of Insurance:**
Berkshire Hathaway Specialty Insurance Policy Number: 47-ZCA-317238-02	Combined General & Products Liability Limit of indemnity: $20,000,000 any one Occurrence and in the aggregate in respect of Products Liability
Underlying Policy: Insurer:	**Class of Insurance:**
Berkshire Hathaway Specialty Insurance Policy Number: 47-ZHC-014846-02	Medical Malpractice Limit of indemnity: $20,000,000 any one claim and in the aggregate during the period of insurance

However this Endorsement does not apply to the following Additional Endorsements listed in the Schedule which remain:

- Communicable Disease
- Cyber and Data Limited Exclusion Endorsement
- Sanctions Clause

Molestation Exclusion Amendment
It is hereby noted and agreed that Exclusion 3.9 of the POLICY is deleted in its entirety and replaced with
the following;

3.9 Molestation
Any CLAIM or liability directly or indirectly arising from or attributable to any actual or alleged sexual molestation or any kind of abuse of people under the care of the INSURED.

However, We agree to pay DEFENCE COSTS (up to $25,000 per event and $500,000 in the aggregate for any one period of insurance) for any such allegation, until such time as it is established through a judgement or any other final adjudication, adverse to the INSURED, or any admission by the INSURED against whom such conduct is alleged, that the relevant conduct did in fact occur.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other POLICY terms and conditions shall have full force and effect.