

HERE FOR
YOU WHEN
YOU NEED
US MOST

FAMILY DAY CARE AUSTRALIA INSURANCE SERVICES



Get covered in minutes!

To get your family day care insurance now,
simply **scan below**, visit **fdca.com.au/insurance**
or call **1800 658 699**.



MORE THAN JUST GREAT INSURANCE

WHEN YOU INSURE WITH FDCA, YOU NOT ONLY HAVE THE PEACE OF MIND THAT WE'VE GOT YOU COVERED, YOU ALSO JOIN THE LARGEST COMMUNITY OF FAMILY DAY CARE PROFESSIONALS IN AUSTRALIA.

YOUR INSURANCE WITH FDCA INCLUDES ACCESS TO ALL THE BENEFITS OF MEMBERSHIP TO SUPPORT YOU AND YOUR BUSINESS TO THRIVE.

REPRESENTING, SUPPORTING, PROMOTING YOU

FDCA is the peak body for family day care in Australia. Our mission is to represent, support and promote the family day care sector in delivering high quality early childhood education and care to more Australian children.

REPRESENT

FDCA represents the interests of our members to government on key policy issues. As a member you have the opportunity to participate in that process.

SUPPORT

FDCA helps educators and services provide quality outcomes for children every day by providing tailored resources, professional development and real-time support.

PROMOTE

FDCA promotes family day care as an option of choice for parents and potential educators, to support your business and foster growth of family day care in Australia.



HERE FOR YOU WHEN YOU NEED US MOST

NO OTHER FAMILY DAY CARE INSURANCE COMPANY IN AUSTRALIA WILL COVER YOU AS COMPREHENSIVELY AS FDCA, WHILE HELPING YOU BUILD AND GROW A SUCCESSFUL FAMILY DAY CARE BUSINESS. THIS IS WHY MORE FAMILY DAY CARE EDUCATORS RELY ON FDCA TO PROTECT AND SUPPORT THEIR BUSINESS THAN ANY FAMILY DAY CARE INSURER IN AUSTRALIA.

FDCA MEMBERSHIP BENEFITS

When you join FDCA not only will you become part of the largest family day care community in Australia and receive industry leading insurance coverage, you will also have access to a wide range member benefits that can support every aspect of your family day care business.

No other professional family day care organisation in Australia understands the sector like we do and what it takes to build and run a successful family day care business. Your passion is providing high quality family day care; we want to help you with everything else.

Access to your member benefits is easy through your FDCA Member Zone.

Specifically designed for our members, the FDCA Member Zone is a one stop shop for FREE resources, training, locator enquiries, marketing materials and more!

Great insurance
and all the benefits
of membership
for less than
\$9.50 per week!*

BUSINESS SUPPORT

As a member of FDCA you will have access to real-time support, covering every aspect of your business including issues such as finance, human resources, legal support, insurance, client services and regulations.

FAMILY DAY CARE LOCATOR

You'll receive a free listing on our Family Day Care Locator. This allows families to place care enquiries, resulting in leads for your business!

MARKETING

FDCA members can access exclusive, customisable marketing resources and support to help promote and grow your family day care business.

RESOURCES

FDCA provides and develops resources tailored for family day care educators that are exclusively available to members; designed to help you do what you love, provide high quality family day care.

FDCA MEMBER ZONE

All FDCA members can access these great benefits and more through their FDCA Member Zone. Find out more about the FDCA Member Zone and FDCA member benefits at www.fdca.com.au/membership.

ECA LEARNING HUB ACCESS

Free access to a diverse range of selected ECA Learning Hub courses and modules to support your business, your career and help you deliver better learning and care outcomes for your children.

EVENTS

FDCA members receive free and discounted entry to FDCA events such as National Engagement Program forums and the FDCA National Conference. These events not only provide professional development opportunities, but also allow members to connect and network with family day care professionals from across Australia.

ADVOCACY

You'll be part of a network that is consulted and plays a crucial role in informing us on the needs and wants of the family day care sector. We are recognised and respected by governments and regulators as the peak body for family day care in Australia and lead the way in representing the interests of family day care businesses at the national level.

PUBLICATIONS

We'll send you a weekly newsletter with all the latest sector developments and business management tips. You'll also receive a complimentary subscription to FDCA's print magazine, JiGSAW, which collects inspirational stories from FDCA's network of members and provides guidance on every aspect of running a successful family day care business.

*Based on upfront payment of our Family Day Care Package

SCAN HERE AND
GET INSURED NOW!



FAMILY DAY CARE AUSTRALIA INSURANCE SERVICES PRICING

	ACT	NSW^	NT	QLD	SA	TAS	VIC	WA
FAMILY DAY CARE PACKAGE *								
The Family Day Care package is for educators who run a traditional family day care. That is, the provision of early childhood education and care for children in the educator's home/residence.								
12 month	\$457.82	\$486.04	\$489.17	\$486.04	\$492.31	\$459.47	\$489.17	\$489.17
6 month	\$306.40	\$325.71	\$327.85	\$325.71	\$330.00	\$308.05	\$327.85	\$327.85
3 month	\$191.70	\$202.10	\$203.25	\$202.10	\$204.41	\$193.35	\$203.25	\$203.25
IN HOME CARE PACKAGE *								
The In Home Care package is specifically designed for educators who provide approved care in the child's home only.								
12 month	\$444.62	\$472.84	\$475.97	\$472.84	\$479.11	\$446.27	\$475.97	\$475.97
6 month	\$306.40	\$325.71	\$327.85	\$325.71	\$330.00	\$308.05	\$327.85	\$327.85
3 month	\$191.70	\$202.10	\$203.25	\$202.10	\$204.41	\$193.35	\$203.25	\$203.25
OUT OF HOME CARE PACKAGE *								
Out of Home Care (OOHC) refers to the provision of care through your family day care service, on a fee for service basis for children placed by a private or government agency which holds legal guardianship of the child, and where the care is for periods greater than 12 continuous hours.								
12 month	\$765.27	\$821.16	\$827.37	\$821.16	\$833.58	\$766.92	\$827.37	\$827.37
6 month	\$504.40	\$541.53	\$545.65	\$541.53	\$549.78	\$506.05	\$545.65	\$545.65
3 month	\$290.70	\$310.01	\$312.15	\$310.01	\$314.30	\$292.35	\$312.15	\$312.15
LEGAL SERVICES PACKAGE *								
Legal Advice and Debt Recovery	\$163.90		* All prices are member rates and include GST and government charges. Please refer to the Financial Services Guide on page 12 for more information regarding refunds and cancellations. ^NSW small businesses may be eligible for a stamp duty exemption. For more information visit www.fdca.com.au .					
Legal Advice	\$110.00							
Debt Recovery	\$97.90							

KICK START AND CUSTOMISABLE PACKAGES AVAILABLE

We offer three and six month packages for new educators, as well as the option to customise your own insurance package.

For more information please visit www.fdca.com.au/insurance or call our insurance team on 1800 658 699.

YOU'RE IN SAFE HANDS

IT'S REASSURING TO KNOW THAT WITH **FDCA INSURANCE SERVICES** YOU'RE COVERED. OUR POLICIES ARE UNDERWRITTEN BY LLOYDS OF LONDON, WHICH MEANS WE HAVE THE FINANCIAL BACKING TO HANDLE ANY CLAIM AND WILL BE THERE TO SUPPORT YOU WHEN IT MATTERS MOST.

Our Family Day Care Package is trusted by more family day care educators than any other available in Australia. Consisting of Public Liability Insurance, Personal Accident Insurance for Children and Accidental Death Cover for Educators, our Family Day Care Package is the most comprehensive package available to Australian educators.

FDCA has been protecting, supporting and representing our members for more than 30 years. When you're a member of FDCA you can trust that we will be there for you when you need us.

TRUSTED BY
FAMILY DAY CARE
EDUCATORS FOR
OVER 30 YEARS

OUR FAMILY DAY CARE PACKAGE

PUBLIC LIABILITY INSURANCE

- \$20 million Public Liability cover
- \$20 million Landlords Liability cover
- \$20 million Products Liability cover
- \$10 million Carer Errors and Omissions cover
- \$200,000 Criminal Defence cover
- \$0 excess on claims
- Molestation cover
- Fines and penalties cover
- Educator Assistant and Relief Educator cover
- Automatic extension for overnight care

PERSONAL ACCIDENT INSURANCE FOR CHILDREN

- Up to \$5,000 in out of pocket expenses for any one claim
- Up to \$30,000 lump sum capital benefit payments for specified injuries
- Cover for damaged clothing
- Cover for travel and accommodation for treatment
- Reimbursement of child care fees or parents' loss of wages from 3 days up to 52 weeks*
- Cover for up to seven children in care

ACCIDENTAL DEATH COVER FOR EDUCATORS

- \$30,000 Accidental Death cover
- 24 hour cover
- \$0 excess on claims
- \$30,000 Permanent Total Disablement cover

General Advice Statement

The information in this booklet does not take into account your personal financial situation, needs or objectives. Therefore, before you decide to buy a product arranged by Family Day Care Australia, or keep a similar product you already hold, it is important that you consider the relevant Product Disclosure Statement to make sure that the product is appropriate for you.

*Cover is always subject to the terms and conditions of the policy. Full details are available in the Product Disclosure Statement.

ADDITIONAL INSURANCE AND SERVICES

FDCA is here to protect and support every aspect of your family day care business. We can provide tailored insurance products for your home, contents and motor vehicle, as well as provide specialised legal services and discounted national police checks.

HOME AND CONTENTS INSURANCE

FDCA will protect your home and contents where other insurers won't. Many insurers either won't cover or will charge someone running a family day care business an increased premium. We can provide you with great value cover that is tailored for family day care educators.

FDCA NATIONAL POLICE CHECKS

Our National Police Checks are tailored for family day care educators and will save you time and money. New educators who purchase an FDCA National Police Check will receive a \$15 discount on their FDCA insurance policy.

PERSONAL ACCIDENT AND SICKNESS INSURANCE FOR EDUCATORS

As a family day care educator the most important asset in your business is you! If you were injured or became ill and could not work for a time, our personal accident and sickness policy will protect you against loss of income resulting from an injury or sickness.

FAMILY DAY CARE LEGAL SERVICES

With our Family Day Care Legal Services you'll have peace of mind knowing that you have a team of dedicated legal professionals on your side! FDCA members can access legal advice and resources tailored for family day care educators for a tiny fraction of the normal cost.

MOTOR VEHICLE INSURANCE

As a family day care educator you need to know that your motor vehicle insurance covers you while running your family day care business. Our motor vehicle policy is designed for family day care educators and will give you the cover and protection you need for your vehicle while running your business.

IN HOME CARE AND OUT OF HOME CARE PACKAGES

We also provide insurance packages for In Home Care and Out of Home educators. To get a quote for one of these packages please contact FDCA on 1800 658 699.





FAMILY DAY CARE

LEGAL SERVICES

TURN YOUR PROBLEMS INTO SOLUTIONS

12

months of support
from legal experts

All from as little as

\$3.15

a week*

Access legal advice valued at

\$1,500

per enquiry**



Telephone legal advice and
debt recovery services available

One of the biggest distractions when running a successful family day care business is debt recovery, with a growing number of services and educators often seeking assistance with managing cash flow and other legal matters.

As your national peak body, FDCA is committed to helping you deal with the stress of any issues related to your family day care business requiring legal assistance.

For more information about Family Day Care Legal Services, visit fdca.com.au/legal or phone **1800 658 699**.

*Based on upfront payment for an educator Legal Services package.

**Based on a limit of 4 hours billable time per enquiry.

Family Day Care Australia ABN 93 094 436 021 AFSL 329 616 receives a fee for referring this service. Because we don't know your legal needs, we can't advise if this service will suit you. The legal advice scheme is delivered by Clyde & Co Australia ABN 72 157 316 912.



Family DAY CARE AUSTRALIA

INSURANCE APPLICATION FORM

APPLICANT DETAILS

SCAN HERE TO PURCHASE
YOUR INSURANCE ONLINE
OR COMPLETE THIS FORM.



Your title First name Last name

Address Suburb

State Postcode Date of birth...../...../..... Email*.....

Phone (home) Phone (mobile)

Approved Service name and SA number

Are you registered for GST? ☐ Yes ☐ No

If you answered Yes to this question please provide your ABN (Australian Business number):

Please provide your FDCA National Police Check discount code:

For more information please visit www.fdcapolicechecks.com.au

* By providing your email address you are giving FDCA permission to send you important updates via email. If you do not wish to receive email communications from FDCA, please call us on 1800 658 699.

YOUR MEMBERSHIP AND INSURANCE PACKAGE REFER TO PAGES 5 AND 6 FOR PACKAGE INFORMATION AND PRICING.

☐ Family Day Care package ☐ In Home Care package ☐ Out of Home Care package

ADDITIONAL PRODUCTS REFER TO PAGES 5 AND 6 FOR PACKAGE INFORMATION AND PRICING.

☐ Legal Services package ☐ Legal Advice ☐ Debt Recovery

POLICY START/DURATION PLEASE COMMENCE MY POLICY ON/...../.....

for ☐ 12 months ☐ 6 months ☐ 3 months

Select the date of your first scheduled parent interview or, expiry date of your existing policy. If we receive this application form after that date we will back date your policy to the specified date, as long as it is within 30 days and there have been no incidents during that time. If we receive this application more than 30 days from your specified start date, we will start the policy from the date we receive the completed application.

You may cancel your policy at any time and under certain circumstances, you may be eligible for a refund depending on the terms of the policy. FDCA Membership, FDCA Broker Fees, Telephone Legal Advice and Debt Recovery products are all non refundable. Three and six month Kick Start Packages are also non refundable.

DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we 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 us anything that: reduces the risk we insure you for; or is common knowledge; or we know or should know as an insurer; or we waive your duty to tell us about.

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

By paying the premium in full or by instalments of this policy I declare that I have read and understood the duty of disclosure notice and the terms and conditions outlined in the Financial Services Guide. I confirm that I am aware that if I cancel this policy midterm, only the public liability premium is cancellable and that further fees & charges may apply if paying by instalment payments. I also declare that I am not aware of any claims/circumstances which could give rise to a claim or any impending infringement notice or fine under the Education and Care Services National Law or any other relevant Act, or any other matter which may affect your decision to insure me.

Under the FDCA Privacy Policy we advise that we may provide your insurance status to the approved service that you are registered with as well as to the relevant Regulatory Authority (including providing your certificate of insurance if requested). Please refer to our FSG for our complete Privacy Statement.

The questions below are a mandatory requirement of your application. They MUST be answered.

- ☐ Yes ☐ No Has any insurer ever cancelled, declined or refused to renew or imposed special conditions on any of your insurance?
- ☐ Yes ☐ No During the last 5 years have any claims been made or threatened against you that might have been insured under the insurance policies you are applying for?
- ☐ Yes ☐ No Are you aware of any circumstances which have already occurred that might result in a claim under the insurance policies you are applying for or are you aware of any impending infringement notice or fine under the Education and Care Service National Law or any other relevant Act?

DECLARATION SIGNATURE **DATE**

Agent Authority: If you require a person to act on your behalf please email memberservices@fdca.com.au

Return by post: PO BOX 571, Gosford, NSW, 2250; email: memberservices@fdca.com.au; fax: 02 4324 7882

Family Day Care Australia ABN 93 094 436 021 AFSL 329616

FULL PAYMENT FORM

VISIT WWW.FDCA.COM.AU TO COMPLETE ONLINE OR COMPLETE THE FORM BELOW.

The amount you will be charged will be based on the package you have selected and in line with the package pricing on page 5.

Please complete the details below and return with your application form to:

Family Day Care Australia

Post: PO Box 571, GOSFORD NSW 2250

Email: memberservices@fdca.com.au

Fax: (02) 4324 7882

How would you like to pay?

Please complete **ONE** of the following payment options.

CREDIT CARD

Card Type: ☐ Mastercard ☐ VISA

Name of Cardholder

Card number/...../...../.....

Expiry Date/..... CVV (3-digit code on the back of card).....

Signature Date/...../.....

ELECTRONIC FUNDS TRANSFER

If you wish to pay by direct deposit, please call Family Day Care Australia on **1800 658 699**.

CHEQUE / MONEY ORDER

☐ Enclosed is a cheque/money order made payable to **FAMILY DAY CARE AUSTRALIA**.



INSTALMENT PAYMENT FORM

VISIT WWW.FDCA.COM.AU TO COMPLETE ONLINE OR COMPLETE THE FORM BELOW.

Family Day Care Australia has contracted Elantis Premium Funding Limited (ABN 20 002 543 606) to offer business loans to its member educators to assist in the payment of FDCA membership and insurance packages. When choosing to pay by instalments through Elantis Premium Funding Limited you are entering in to a business loan agreement. Elantis will set up a loan for the full amount of your selected insurance policy and will then pay the annual amount of the insurance and membership package to Family Day Care Australia. The loan can be repaid by either fortnightly or monthly instalments. An additional charge of 10% of the total FDCA package is repayable over your payment plan. If you miss or default on any of your instalment repayments your insurance may be cancelled. For the full terms and conditions please see pages 13-14. If the frequency of payment option is not selected your payments will be deducted monthly.

I / We:.....

(show FULL NAME(s) of applicants)

Phone (home)..... Phone (mobile).....

request and authorise Elantis Premium Funding Limited to debit my/our account nominated below with any amounts due to be paid under this arrangement.

Important:

Your first two instalments will be \$97.50 followed by either 10 equal monthly instalments or 22 equal fortnightly instalments. The first instalment of \$97.50 will be taken on your selected start date or on the process date if the policy is backdated. The second instalment of \$97.50 will then be taken the month after your selected start date.

FREQUENCY OF PAYMENTS

☐ Fortnightly ☐ Monthly

DIRECT DEBIT REQUEST: BANK ACCOUNT

Financial Institution Name:

Account name:

BSB Number:- Account Number:

Signature Date...../...../.....
or

DIRECT DEBIT REQUEST: CREDIT CARD*

Card Type: ☐ Mastercard ☐ VISA

Name of Cardholder

Card number/...../...../.....

Expiry Date/..... CVV (3-digit code on the back of card).....

Signature..... Date...../...../.....

* A fee of up to 1.5% will be added to each instalment by Elantis Premium Funding



FINANCIAL SERVICES GUIDE v23

This Financial Services Guide (FSG) contains important information to assist you in deciding whether to use our services and includes:

1. Who we are and who we act for
2. Types of services we provide
3. Your Duty of disclosure
4. Product Disclosure Statement (PDS)
5. Insuring the interest of other parties
6. Change of risk or circumstances
7. Insurers
8. Payment for our services
9. Cooling off period
10. Potential conflicts of interest
11. Not Independent
12. Complaints policy
13. Compensation arrangements for clients' losses
14. Updates to the FSG
15. How to contact us or provide us with instructions

1. Who we are and who we act for

Family Day Care Australia Limited (FDCA) ABN 93 094 436 021 AFSL 329 616 is the national peak body for family day care. As an insurance broker we act on your behalf.

2. Types of services we provide

FDCA can provide general financial product advice on, and deal in general insurance products to retail and wholesale clients.

Any advice we provide is general in nature and we do not take into account your personal needs or financial objectives. Before you decide to purchase general insurance products from us you need to consider if the advice and relevant product is right for your circumstances as we have not done this.

FDCA's public liability insurance is provided under a Master Policy agreement, a condition of which requires educators and services to hold current membership with FDCA.

Premium funding is available for certain FDCA products and enables you to spread your payment over instalments rather than pay it in a lump sum; however you will have to pay a fee to the premium funder. When we offer you premium funding we act on behalf of the premium funder, not you. We do not provide personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided.

3. Your Duty of disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the Insurer before you renew, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of any matter that diminishes the risk to be undertaken by the Insurer, that is of common knowledge, that your insurer knows or, in the course of their business ought to know, as which compliance with your duty is waived by the insurer.

Non-Disclosure and Misrepresentation

If you fail to disclose any matter, which you were under a duty to disclose to the insurer or you made a misrepresentation to the insurer before this Policy was entered into, the Insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the

contract. If your non disclosure is fraudulent, the Insurer may also have the option of voiding the contract from its beginning. Contracts of Insurance are subject to the doctrine of utmost good faith. Failure to adhere to this may prejudice any claim.

4. Product Disclosure Statement

If you ask us to arrange personal accident and/or sickness insurance for educators or children, motor vehicle or home and contents insurance we will provide you with a Product Disclosure Statement (PDS) unless you already have an up to date version. It is prepared by the insurer and is designed to help you make an informed decision about the financial product.

5. Insuring the interest of other parties

If you require the interest of a party other than the named insured to be covered, you MUST request this. Most policy conditions will exclude indemnity to other parties.

6. Change of risk or circumstances

It is important that you advise us of any location changes, business activities or any departure from your normal form of business.

7. Insurers

Your Insurances are only arranged with Insurers that are authorised under the Insurance Act 1973 to conduct insurance business in Australia.

Although the insurers are subject to the supervision of the Australian Prudential Regulation Authority (APRA), we are not in a position to guarantee that any insurer will at all times be in a position to pay claims as and when they occur and we disclaim any liability for losses that you may not be able to recover from your insurer/s.

8. Payment for our services

When we place insurance for you we receive commission from the insurer (including renewals and some variations to the policy). The commission is a percentage of the insurer's base premium (i.e. excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies). The commission rate varies between 0-35%.

Different insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type. FDCA may sometimes receive additional remuneration from insurers through profit commissions on insurance products. Because the amount of the commission earned may vary depending on the performance of the portfolio over a period of time, the amount of possible commission attributable to any policy will not be known at the time of placement. The commission is included in the premium amount detailed on your invoice and we receive it when you pay the premium or at a later time as agreed with the insurer.

You may cancel your policy at any time and under certain circumstances, you may be eligible for a refund depending on the terms of the policy. FDCA Membership, FDCA Broker Fees, Telephone Legal Advice and Debt Recovery products are all non refundable. Three and six month Kick Start Packages are also non refundable.

We also have standard administration/policy handling fees which are charged in addition to the premium for the insurance to cover the cost of services for preparation and distribution of FDCA documentation and other services we provide to our members. The FDCA broker fee ranges between \$0-\$300 per policy and is noted in the documentation we send you. If you pay annually and cancel or vary your insurance package mid-term, FDCA will charge an administration fee of \$25 (including GST) for our expenses in relation to the cancellation and/or variation.

All commission and fees assist to support the work of FDCA. When you pay us your premium it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer. We may earn interest on the premium while it is in our trust account and retain any interest earned on the premium.

If we arrange premium funding/instalment payment options for you we are paid a commission of between 0-5% of the funded premium.

Our employees are paid a salary and may also receive a bonus or other incentives based on their performance.

9. Cooling off period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may return the policy. If a cooling off period applies to your policy the details of your rights are included in the relevant Product Disclosure Statement or policy wording.

10. Potential Conflicts of Interest

FDCA and its staff may also receive 'soft dollar' benefits from insurers and other service providers and can include entertainment or small gifts. There are no other associations or relationships with insurers which may influence us in providing our services.

11. Not Independent

FDCA is not independent, impartial or unbiased because we receive commissions or soft dollar benefits for the advice and placement of insurances offered to our members.

12. Complaints Policy

FDCA have developed a Complaints and Dispute Resolution Process which is fair, efficient and accessible to all our clients.

If you would like to make a complaint about the services provided by FDCA you should telephone FDCA on free call 1800 658 699, or if you wish you can put your complaint in writing for referral to the complaints officer by email memberservices@fdca.com.au or post Po Box 571 Gosford NSW 2250. The complaints officer will acknowledge your complaint in writing as soon as it is received by FDCA. We will respond to your complaint within 5 business days of receipt by FDCA.

If the complaint is not resolved to your satisfaction you can refer the matter to the Australian Financial Complaints Authority (AFCA) www.afca.org.au which is a national disputes resolution scheme for consumers. Its aim is to resolve disputes between clients, brokers and insurance companies. Contact them at Australian Financial Complaints Authority Limited GPO Box 3, Melbourne, VIC 3001 Telephone: 1800 931 678 Email: info@afca.org.au

13. Compensation arrangements for clients' losses

FDCA has a professional indemnity insurance policy (PI policy) in place. The PI policy covers FDCA and their representatives (including ex employees and representatives) for claims made against them by clients as a result of their conduct in the provision of financial services.

14. Updates to the FSG

Information in this document may change from time to time. We may make such changes by amending the FSG and publishing an updated version on our website. You may also contact us to obtain the most recent FSG.

15. How to contact us or provide us with instructions

Family Day Care Australia Limited

PO Box 571, Gosford NSW 2250

Telephone: 1800 658 699

Fax: 02 4324 7882

E: memberservices@fdca.com.au

W: www.familydaycareaustralia.com.au

This FSG Version was prepared on 20 December 2021 by Family Day Care Australia Limited ABN: 93 094 436 021, AFSL No: 329616.

Please keep this document for your reference and any future dealings with us.

ELANTIS PREMIUM FUNDING TERMS AND CONDITIONS

Terms and Conditions of the Premium Finance Agreement

1. Defined Terms

Additional Charges are those fees and charges described in clause 4.

Default Interest Rate means the Westpac Reference Lending Rate published by Westpac Banking Corporation from time to time plus 3%.

Event of Default is any one of the events described in clause 7.

Intermediary is the Borrower's Insurance Broker/agent involved in the placement of the Policy.

Insurance Proceeds is any and all moneys payable by the Insurer to an insured on cancellation of any Policy or upon the occurrence of any claim, event or circumstances covered by any of the Policy, including any refund of premium paid or payable by the Insurer in respect of the Policy.

Policy is the insurance policy and any other insurance policies agreed by Elantis.

Potential Event of Default means anything which with notice, time or both would become an Event of Default.

Total Amount Financed represents the Total Premium less any deposit paid to Elantis.

Total Charges are calculated on the Total Amount Financed and includes all interest charges, GST and other statutory fees and charges payable for the loan.

Total Premium includes the premium charged by Insurer, GST, fire services levy, stamp duty and any fees/brokerage/charges payable to the Intermediary or anyone else in relation to the Policy.

Total to be Repaid is the Total Amount Financed plus Total Charges.

2. Provision of Finance and conditions precedent

(a) Upon acceptance of the Borrower's Offer, the Borrower must pay to Elantis the Total Initial Payment and the Application Fee (if applicable) by the Date of First Instalment.

(b) The obligations of Elantis under this agreement are subject to the following conditions precedent:

- (i) any representations and warranties by the Borrower in the Offer are true in all material respects and not misleading as though they had been made at each date in respect of the facts and circumstances then subsisting;
- (ii) no Event of Default or Potential Event of Default continues or will result from the provision of the financial accommodation; and
- (iii) the Borrower has made all required payments to Elantis including those under clause 2(a).

(c) Subject to the satisfaction of clause 2(b), Elantis will pay the Total Premium to the Intermediary or Insurer(s). Payment of the Total Premium to the Intermediary or Insurer is a full and complete discharge of Elantis' obligations under this agreement; and

(d) If a Policy allows payment by instalments, Elantis may pay the Total Premium by instalments on or before the dates due except where an Event of Default occurs.

3. Borrower's Payment Obligations

The Borrower must pay to Elantis the Total to be Repaid by equal monthly instalments.

Subsequent instalments must be paid on the same day of each month thereafter ending on the Date of the Last Instalment.

Any amount owing to Elantis must be paid by the Borrower in full without any withholding or deduction. The Borrower waives all rights of set-off, combination or counterclaim in relation to money owing under this agreement.

4. Fees and Charges

The following Additional Charges may be charged to reimburse Elantis for reasonable costs incurred in enforcing its rights under this agreement:

Deferment Fee – charged for rescheduling of an instalment.

Late Fee – charged as a fixed fee where an instalment is not paid by the due date.

Default Interest – charged at the Default Interest Rate and accruing daily on the outstanding instalment if it is not paid by the due date and for the period it remains outstanding.

Cancellation Fee – charged for termination of this agreement following an Event of Default. No Cancellation Fee will be charged where the Total Amount Financed is for Policies used wholly or predominantly for personal, domestic or household purposes.

Dishonour Fee – incurred for each payment returned as dishonoured. Details of these fees are advised on our website at: www.elantis.com.au

5. Security and Powers of Attorney

By signing the Offer, the Borrower authorises Elantis to make enquiries with each Insurer as to the nature, validity, currency and existence of the relevant Policy at any time before or after Elantis pays the Total Premium.

To secure its obligations under this agreement and any other agreement with Elantis, the Borrower:

(a) absolutely assigns to Elantis the right to claim, demand, sue for, recover, settle and receive the Insurance Proceeds;

(b) absolutely assigns to Elantis the right to cancel the Policy;

(c) promises, whilst any part of the Total to be Repaid is unpaid, and/or while the Borrower remains indebted to Elantis under any other agreement, that it will:

- (i) not do or allow anything which might prejudice the assignment under clause 5 or any security granted to Elantis; and
- (ii) ensure that any Policy will remain free from all security interests other than any security interest granted to Elantis; and

(d) for valuable consideration irrevocably appoints Elantis and any director, secretary or employee of Elantis or any related corporation as the Borrower's true and lawful attorney with power after the occurrence of an Event of Default to the extent allowed by law (and pursuant to clause 8) to cancel or otherwise deal with any Policy, to make, pursue and settle any claims in connection with any Policy, to receive and give receipts for Insurance Proceeds, receive notices from the insurer and otherwise deal with any Policy and Insurance Proceeds as the attorney considers desirable to ensure the Borrower pays the Total Amount Financed and all other moneys owing under this agreement to Elantis.

The Borrower agrees and accepts that as the Borrower's attorney, Elantis, any director, secretary or employee of Elantis or any related corporation may instruct the Intermediary in relation to the Policy and in accordance with this agreement, the Intermediary may act on those instructions as if they had been given by the Borrower.

The Borrower may upon prior written notice to Elantis, cancel any Policy funded under this agreement on the condition that the Insurance Proceeds are paid to Elantis to repay the Total to be Repaid and any other moneys owed to Elantis. To the maximum extent permitted by law, nothing shall affect Elantis' right to exercise its powers under this agreement. Upon payment of all money owing to it, Elantis' rights to any Insurance Proceeds in priority to the Borrower will cease immediately.

6. Intermediary Offers

The Borrower for valuable consideration irrevocably appoints the Intermediary and any director, secretary or employee of the Intermediary as the Borrower's true and lawful attorney with power to make an offer to Elantis to fund other insurance premiums for the Policy including for renewals, variations and endorsements to any Policy on behalf of the Borrower. If Elantis, in its absolute discretion, accepts an offer to fund other insurance premiums for the Policy from the Intermediary, it will confirm with the Borrower in writing the details of that funding and the funding will be provided on the terms and conditions contained in that document.

7. Events of Default

An Event of Default occurs if:

- (a) the Borrower fails to make a payment to Elantis when due and payable and if this is the first time the Borrower has defaulted, it will only be an Event of Default if the Borrower fails to make the payment within 7 days after a written notice of the default is given by Elantis;
- (b) any terms of a Policy or the Insurer interferes with Elantis' exercise of its rights upon the occurrence of an Event of Default;
- (c) a corporate Borrower becomes or may (on the granting of an application made or the passing of any resolution) become an externally administered body corporate within the meaning of the Corporations Act;
- (d) an individual Borrower commits an act of bankruptcy or a trustee in bankruptcy is appointed to an individual Borrower;
- (e) the Policy is cancelled or becomes or is claimed to be void or voidable;
- (f) the Borrower is not able to perform its obligations under this agreement or Elantis' security under this agreement is not exercisable in the manner intended by Elantis or has been or is likely to be prejudiced in some way;
- (g) any representation or warranty given by the Borrower to Elantis is materially false or misleading;
- (h) the Borrower breaches any other undertaking under this agreement it will only be an Event of Default if the Borrower fails to remedy the breach within 7 days after a written notice of the breach is given by Elantis;
- (i) there is a claim for a total or substantial loss of the property the subject of the Policy; or
- (j) a claim arises under the Policy and the Borrower fails to meet the Insurer's requirements.

8. Elantis' rights upon Event of Default

If an Event of Default occurs:

- (a) Elantis may terminate any of its obligations under this agreement;
- (b) Elantis may declare that any money owing to it under this agreement are immediately due and payable or payable on demand whereupon they shall become payable on demand;
- (c) the Borrower must upon demand by Elantis immediately pay any moneys which are due and payable to Elantis (including any Additional Charges, and any other reasonable costs and expenses which Elantis determines are attributable to the period up to the date of the demand);

ELANTIS PREMIUM FUNDING TERMS AND CONDITIONS (cont.)

- (d) Elantis may cancel or otherwise deal with any Policy, including exercising the Borrower's rights under any Policy and dealing with the Insurance Proceeds as it considers desirable to protect Elantis' position and recover money owing by the Borrower to Elantis;
- (e) Elantis may make and pursue (by legal action or otherwise) and settle any claim under any Policy and receive and give receipts for any money payable in connection with any Policy;
- (f) Elantis may apply any money received from or on account of the Borrower (including from Insurance Proceeds) against any of the Borrower's indebtedness to Elantis; and
- (g) Elantis is not obliged in any way to maintain the Policy or pay the Total Premium (or any instalment thereof) to an Insurer or Intermediary for the Policy.

9. Demands and Notices

For Borrowers where the Total Amount Financed is wholly or predominantly used for household, domestic or personal purposes, Elantis will not cancel the Policy unless the Borrower has breached its obligations under this agreement and only if after Elantis gives the Borrower 7 days' notice of cancellation of the Policy, the breach is not remedied by the Borrower within that time.

Any written demand or notice by Elantis may be signed by an officer or employee of Elantis. Elantis may serve demand or notice upon the Borrower by hand delivery or post to the address nominated by the Borrower, delivery to the Borrower's last known facsimile number or to the email address nominated by the Borrower.

A notice posted will be deemed received on the 3rd business day after posting. A notice sent by email will be deemed to be received immediately after sending. A notice sent by facsimile transmission will be deemed received on production of a transmission report showing the facsimile was sent to the Borrower's facsimile number without error. Any communication by or to the Intermediary will be regarded as having been given by or to the Borrower. Such communication sent by Elantis will be deemed received by the Borrower when it is received by the Intermediary.

10. Commissions

Elantis may pay a commission to the Intermediary for referring the Borrower to Elantis. Payment of the Intermediary's commission is calculated as a percentage of the Total Amount Financed.

11. Enforcement expenses/costs

The Borrower must reimburse Elantis for all costs, expenses, fees (including, legal costs on a full indemnity basis) and interest reasonably incurred by Elantis in enforcing its rights under this agreement following an Event of Default.

12. Indemnities and Releases

To the maximum extent permitted by law:

(a) the Borrower is, and remains, liable to repay amounts due and payable to Elantis including the Total to be Repaid under this agreement and any other agreement with Elantis, and no act or omission of Elantis or the Intermediary (other than any wilful misconduct, fraud or negligence of Elantis or its employees) will relieve the Borrower of that liability;

(b) Elantis is not liable in respect of any loss suffered by the Borrower whatsoever in respect of any conduct, misconduct, omission, delay, breach of duty or negligence of the Intermediary or the Insurer of any Policy;

(c) Elantis is not responsible to the Borrower or any other person for, or in respect of, the cancellation of any Policy where it has exercised its rights in accordance with this agreement, and the Borrower indemnifies Elantis and the Intermediary in relation to any claims arising out of such cancellation; and

(d) the Borrower indemnifies Elantis against all losses incurred arising from a breach of warranty in relation to a lack of authority of any person who has signed the Offer (including where an Offer has been made by the Intermediary in accordance with this agreement), other than any loss caused directly by the wilful misconduct, fraud or negligence of Elantis or its employees.

Each indemnity is separate and independent of any other obligation under, and survives any termination of, this agreement.

13. General

(a) Where the Borrower is 2 or more persons, this agreement binds them jointly and each severally.

(b) References to the singular include the plural and vice versa.

(c) The law of New South Wales governs this agreement.

(d) The parties irrevocably and unconditionally submit to the jurisdiction of the courts of New South Wales.

(e) Elantis may at any time assign its interest in this agreement.

(f) The Borrower authorises Elantis to complete or correct any information on or missing from this document.

(g) The Borrower consents to being given information in electronic form by Elantis, and acknowledges that anything done electronically in connection with the Offer and/or this agreement is as valid and enforceable as if it were done other than by electronic means.

(h) If any part of this agreement is illegal or unenforceable, it will be severed from this agreement and neither that part nor its severance will affect the enforceability of the remainder of this agreement.

(i) Time is of the essence in relation to the performance of the Borrower's obligations. No waiver or period of grace will apply unless given in writing by Elantis.

(j) Where no time is specified for payment of any amount payable in connection with this agreement, that amount shall be payable upon demand.

PRIVACY

Elantis Premium Funding Limited ("our", "us", "we") collects, discloses, handles and uses personal information and credit-related information about you to assess your Offer and decide whether to enter into a Credit Contract with you. By signing the Offer, you consent to us collecting, using, disclosing and handling your personal and credit-related information for the purposes explained below.

How we collect, use and disclose your information

We collect and use personal and credit-related information about you to enable us to assess the Offer, provide finance to you or establish, administer and manage the Credit Contract with you and exercise our rights when taking appropriate action if an Event of Default occurs. We also use it where there is fraud or a serious credit infringement; where required or authorised by law (including under the Anti-Money Laundering and Counter-Terrorism Financing Act 2009 (Cth), the Privacy Act 1988 (Cth) and the Credit Reporting Privacy Code ("CR Code"); and the Income Tax Assessment Act 1936 (Cth)); and to comply with our arrangements with credit reporting bodies.

We may contact you using the personal information you have supplied to inform you of products and services that may be of interest to you but we will give you the opportunity to unsubscribe if you don't want to receive it. If you do not provide the personal or credit-related information we require, we will be unable to provide finance to you or enter into a Credit Contract with you.

We may collect personal or credit-related information from you, the Intermediary, from the insurers, insurance brokers and agents, your bank and other financial institutions, your accountant(s), and other professional service providers, current and past employers, credit reporting bodies (CRBs), collection agents and finance or industry bodies.

Exchanging information with CRBs

The CRBs we usually deal with are Illion (contact details and privacy policy available at www.illion.com.au/privacy-policy/ and www.illion.com.au/illion-credit-reporting-policy-australia/) and Equifax (contact details and privacy policy available at www.equifax.com.au/privacy and www.equifax.com.au/credit-reporting-policy).

We may exchange your personal and credit-related information with CRBs to verify your identity, assess your finance application and provide/administer and manage your loan. If you fail to meet your payment obligations in relation to consumer credit or you commit a serious credit infringement, we may disclose this to a CRB. The types of information that may be provided to a CRB and our management of credit-related information are explained in our Privacy Policy and Privacy Statement – for more details see

<https://www.elantis.com.au/assets/PDFs/Privacy-Policy-Australia.pdf> and <https://www.elantis.com.au/assets/PDFs/Privacy-Statement-Australia.pdf>

CRBs may include information in reports provided to other credit providers to assist them to assess your credit worthiness. However you have a right to request that a CRB: (i) not use or disclose your credit-related information if you believe on reasonable grounds that you have been or are likely to be a victim of fraud; and (ii) not use your credit-related information for the purposes of pre-screening of direct marketing by other credit providers (pre-screening is a process that enables a credit provider to determine whether you are ineligible to receive communications about credit offers from that provider, before those offers are sent). Please contact relevant CRBs by following the website links provided above if you require further information about CRBs use of your credit-related information.

Target Market Determination

A Target Market Determination (TMD) is required by law to be produced by us if you are a retail client obtaining funding for a retail product eg domestic car, house, travel or accident & illness insurance - the TMD provides information on:

1. who our Target Market for the product is;
2. any conditions or restrictions on who the product can be sold to;
3. events and circumstances that would reasonably suggest that this TMD is no longer appropriate and review periods; and
4. reporting obligations and periods.

The TMD for this product are available from us. Please refer to your funding documents for our contact details.

Access, correction and complaints handling


The privacy statement and privacy policy on our website (<https://www.elantis.com.au/privacy-policy/>) explain how we manage your personal and credit-related information, how you can access and seek correction of such information (including any credit eligibility information we hold about you), how you can complain about a breach of the Privacy Act (including the Australian Privacy Principles and Credit Reporting Code) and how we will deal with such a complaint. You can request a hard copy of the privacy statement by telephoning the number below.

If you wish to you can access the personal information we hold or make a complaint about the way we have handled your personal information, contact our Privacy Officer at:

Privacy Officer - Elantis Premium Funding
PO Box 1975
North Sydney NSW 2060
Telephone: 1800 451 111
Email: admin@elantis.com.au

POLICY WORDING & PRODUCT DISCLOSURE STATEMENT

PERSONAL ACCIDENT INSURANCE

Policy Number:	01PO533264	
Policyholder(s):	Family Day Care Australia Limited (FDCA).	
Broker:	FAMILY DAY CARE AUSTRALIA LTD	
Address:	2/22 Willesee Crescent	
	Kincumber NSW 2251	
Period of Insurance:		
From:	1 January 2022	(at 04:00pm)
To:	1 January 2023	(at 04:00pm) Both dates inclusive
	including any subsequent period for which We accept a renewal Premium	
Premium:	AUD	As Agreed
Goods & Services Tax:	AUD	As Agreed
Stamp Duty:	AUD	As Agreed
Total Payable:	AUD	As Agreed
	Renewal to be reassessed for any subsequent Period of Insurance	
Signed at:	Sydney	Authorised Representative
On:	22 December 2021	
		Andrew May A&H Corporate Key Account Underwing Manager

Description of Cover

Covered Person(s) / Categories:	<ol style="list-style-type: none"> All children under the care of the Educators and Support Workers of the Policyholder. Registered Educators and Support Workers of the Policyholder.
Scope of Cover:	<ol style="list-style-type: none"> In respect of Category 1 Covered Persons; Cover under the Policy applies whilst a Covered Person is under the care of an Educator or Support Worker of the Policyholder. In respect of Category 2 Covered Persons; Cover under the Policy applies for twenty four (24) hours per day, three hundred & sixty five (365) days per year during the Period of Insurance.
Policy Wording & PDS:	(21PDSFDC01) Family Day Care Australia Personal Accident Insurance Policy Wording and PDS.

Schedule of Benefits

Sum insured each Covered Person

All limits are in the same currency as the premium and taxes displayed

Section 1: Personal Accident & Sickness

Categories	Table of Events	Part A - Lump Sum Benefits	
1,2	Event 1 - Accidental Death	30,000	
	Events 2-19	30,000	
Categories	Part B - Bodily Injury Resulting in Surgery Benefits		
1,2	0		
Categories	Part B - Weekly Benefits - Bodily Injury	% of Salary - Part B	Excess Period - Part B
1,2	0 x 0 weeks	0.00	0 days
Categories	Part C - Fractured Bones – Lump Sum Benefits	Part D - Loss of Teeth or Dental Procedures - Limit Per Tooth	Part D - Loss of Teeth or Dental Procedures – Lump Sum Benefits
1	5,000	250	2,000
2	0	0	0

Additional Cover

Categories	Reconstructive or Cosmetic Surgery Benefit	
1	2,500	
2	0	
Categories	Independent Financial Advice	Funeral Expenses
1,2	5,000	10,000
Categories	Coma Benefit	Modification Expenses
1,2	per week: 500 max weeks: 26 weeks	20,000
Categories	Terrorism Injury Benefit	
1,2	per person: 5,000 Aggregate: 15,000	
Categories	Out of Pocket Expenses	Childcare Benefit
1	5,000	5,000
2	5,000	0
Categories	Workplace Trauma Benefit	Workplace Assault Benefit
1	0	0
2	5,000	5,000

Aggregate Limit of Liability

Any one (1) Period of Insurance (A):	200,000
Non-Scheduled Flights (B):	0
Any one (1) event with respect to War / Civil War (C)	0
Any one (1) Period of Insurance with respect to War / Civil War (D)	0

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers.

Further information about the Code is available at www.codeofpractice.com.au and on request.

Privacy Statement

Chubb Insurance Australia Limited is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com/au

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administer your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1998 (Cth).

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@chubb.com.

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020; AFSL: 239687
Grosvenor Place
Level 38, 225 George Street,
Sydney NSW 2000
T +61 2 9335 3200
F +61 2 9335 3411
www.chubb.com/au

Policy Wording & Product Disclosure Statements (PDS)

IMPORTANT INFORMATION

1. About this Family Day Care Australia Personal Accident Insurance Product Disclosure Statement (PDS)

This PDS contains important information about this insurance to assist in the making of a decision in relation to it.

General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account the Policyholder's individual objectives, financial situation or needs nor those for whom the Policyholder is effecting the Policy. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

Preparation Date

This PDS was prepared on December 22, 2021. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

2. About the Insurer

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer/issuer of this product. In this PDS, "We", "Us", "Our" means Chubb Insurance Australia Limited. Our contact details are:

Head Office:

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
Postal address: GPO Box 4907 Sydney NSW 2001
O 1800 815 675
F +61 2 9335 3467
E CustomerService.AUNZ@chubb.com

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a Customers Experiencing Vulnerability & Family Violence Policy (Part 9) and a Financial Hardship Policy (Part 10).

3. Summary of Insurance

The following provides a summary of the main covers available under the Policy only. It does not form part of the Policy and cannot be relied on as a full description of the cover provided.

Please refer to the relevant Sections of the Policy and the Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

The covers are provided only if specified as applicable in the Schedule.

The Policy also defines certain terms used in this summary, either under General Definitions or as definitions specific to certain Sections.

Personal Accident

We pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event included in the Table of Events as a result of a Bodily Injury. A number of additional benefits may also be payable under the additional cover provided.

The cover in the Policy is subject to certain terms, conditions and exclusions (including limits and excesses). For example:

- Covered Persons are not covered in relation to covered Event(s) that occur before they become a Covered Person or after they cease to be a Covered Person;
- We only pay up to the agreed limits specified in the Policy;
- We will only cover Events which occur within twelve (12) months of the Bodily Injury or date the Covered Person first sought treatment for and/or advice from a Doctor or Dentist, and
 - where the Bodily Injury or date the Covered Person first sought treatment and/or from a Doctor or Dentist occurs during the Period of Insurance, and
 - with respect to Events 25 and 26, (weekly benefits), where the Event occurs during the Period of Insurance or Renewal Period.

We will not pay any benefits with respect to any loss, damage, liability, Event, Bodily Injury which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), the Private Health Insurance (Health Insurance Business) Rules as updated from time to time or the *National Health Act, 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts

All of the above covers are subject to specific terms, conditions and exclusions (including limits and excesses) which are described under each section as well as under the following sections:

- General Conditions Applicable to the Policy
- General Exclusions Applicable to the Policy
- General Provisions Applicable to the Policy

This Policy has reduced cover for Covered Persons over the age of seventy-five

(75) years. Refer to page 25 General Provisions Applicable to the Policy for details. Please read the full Policy wording to decide whether this cover is right for you.

4. The nature of a Covered Person's right to access cover under the Policy and when it starts and end

A Covered Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984* (Cth). Covered Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy - only the Policyholder can do this) and do not enter into any agreement with Us.

We do not need to provide any notices in relation to this insurance to Covered Persons as they are not a contracting party to the Policy. We only send notices to the Policyholder which is the only entity We have contractual obligations to under the Policy.

Covered Persons are not obliged to accept any of the benefits of this insurance. If a Covered Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Policyholder and We will have the same rights against the Covered Persons as we would have against the Policyholder.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither We nor the Policyholder hold anything on trust for, or for the benefit or on behalf of, Covered Persons under this insurance arrangement. The Policyholder:

- a) does not act on behalf of Us or a Covered Person in relation to the insurance;
- b) is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- c) does not receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us that the benefits are appropriate or useful for any Covered Person's own circumstances or needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

A Covered Person's access to cover:

- a) begins from the time the relevant person meets the criteria specified in the Schedule for a Covered Person and becomes a Covered Person; and
- b) ends at the earliest of the following events:
 - i. when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person; or
 - ii. at the end of the Period of Insurance; or
 - iii. when the Policy is cancelled by Us or the Policyholder (See page 26 Cancellation clause).

Refer to the General Definitions section for the definition of Period of Insurance and other capitalised terms.

5. Our agreement with the Policyholder (the Policy)

Where We have agreed to enter into the Policy with the Policyholder We do so on the terms and conditions and exclusions contained in this PDS, the Schedule We issue to the Policyholder confirming entry into the Policy, and any other document that We issue to the Policyholder that We advise will form part of the Policy (e.g. an Endorsement and/or a Supplementary Product Disclosure Statement (SPDS)).

The Schedule contains important information relevant to the insurance, including:

- the Period of Insurance;
- who the Covered Persons entitled to access cover are;
- the Premium payable by the Policyholder (See page 1 Premium description section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. Endorsements or SPDSs) from time to time and where reasonably necessary, which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

All of the above make up the "Policy" the Policyholder has with Us. They are all important documents and must be read together carefully and be kept in a safe place for future reference.

6. Group Insurance Policy

The Policyholder must ensure that a copy of this PDS is made available to each Covered Person.

7. Cooling Off and Cancellation Rights

The Policyholder has twenty-one (21) days after entry into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those twenty-one (21) days, We will cancel the

Policy, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover. Even after the cooling off period ends the Policyholder has cancellation rights (See page 25 Cancellation clause).

8. Renewal Procedure

Before the Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

9. Privacy Statement

In this Statement, **We, Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

You and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our website.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the Privacy Act 1988 (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where we are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact us, if you would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Your Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if you would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this Personal Information request form and return it to:

Email: CustomerService.AUNZ@chubb.com

Fax: + 61 2 9335 3467

Address: GPO Box 4907, Sydney NSW 2001

Further information request

If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001

+61 2 9335 3200

Privacy.AU@chubb.com

How to make a complaint

If You are not satisfied with our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You

are not satisfied with any aspect of your relationship with Chubb and wish to make a complaint, please contact our Complaints and Customer Resolution Service (CCR Service) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

For more information, please read Our Complaints and Customer Resolution policy.

10. Complaints and Dispute Resolution Process

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

COMPLAINTS AND CUSTOMER RESOLUTION SERVICE

Contact Details

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (CCR Service) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

EXTERNAL DISPUTE RESOLUTION

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

11. Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of the Policy.

When calculating the Premium for the Policy We take a range of factors into account, including:

- age, occupation and previous insurance history of persons to be covered; and
- the type and amount of cover provided.

It is important for the Policyholder to know that the Premium varies depending on the information We receive from the Policyholder about the risk to be covered by Us. Based on Our experience, We decide what factors (such as those noted above) increase Our risk and how they should impact on the Premium.

The Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges or taxes (e.g. stamp duty) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total Premium payable.

When the Policyholder applies for this insurance, the Policyholder will be advised of the total Premium amount, when it needs to be paid and how it can be paid.

We may change the Premium from the renewal date if We notify the Policyholder of the change in writing prior to that date. The Policyholder can then elect whether to renew the Policy with Us.

Non-payment of Premium

If the Policyholder fails to pay the Premium on time, and the Premium remains unpaid for at least ninety (90) days We may cancel the Policy, in accordance with the relevant provisions of the Insurance Contracts Act.

12. Financial Claims Scheme

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (**Insurance Act**) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to www.fcs.gov.au for more information.

13. Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue the Policyholder with a new PDS or a Supplementary PDS or other compliant document to update the relevant information.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue the Policyholder with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the Policyholder at no cost by contacting Us.

14. How to Contact Us

To contact Us, ask any questions or request any further information regarding the Policy, refer to Our contact details under the heading "About the Insurer".

15. Duty of Disclosure

Your Duty of Disclosure

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

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What You do not need to tell Us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

General Definitions Applicable to the Policy

For the purpose of the Policy, the following definitions apply:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Covered Person. The word Accidental shall be construed accordingly.

Accidental Death means death occurring as a result of a Bodily Injury.

Act of Terrorism means the planning, use, or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals.

Air or Road Rage Incident means a violent physical act occurring whilst the Covered Person is occupying an aircraft as a passenger, or occupying any motor vehicle intended for use on public roadways; and which is intentionally committed by a person who is not:

- a) Covered Person; or
- b) Close Relative of the Covered Person.

Benefit Period means the maximum period of time for which a benefit is payable under Events 25 or 26, as shown in the Schedule.

Bodily Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person.

Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury. It does not mean a sickness, illness, disease or any Pre-Existing Medical Condition.

Cancer means the presence of one (1) or more malignant tumours characterised by uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in positive diagnosis by a duly qualified Doctor and confirmed by a registered pathologist on the basis of the histopathologic or cytopathologic patterns of the lesion which correlate with the clinical and imaging findings. This includes leukaemia, lymphomas, Hodgkin's disease, bone marrow disorders and melanoma, other than where specifically not covered as below.

For the avoidance of any doubt, "Cancer" does not include the following which are not covered by the Policy:

- a) Carcinoma in situ (unless it results in the removal of the entire breast, testicle or organ to arrest spread of malignancy and this procedure is the appropriate and necessary treatment as certified by an oncologist);
- b) Kaposi's Sarcoma or any other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- c) chronic lymphocytic leukaemia less than Rai stage 3;
- d) prostate tumours with a Gleason score equal to or less than 6 or a TNM classification of T1 or equivalent staging;
- e) melanoma that are less than Clark Level 3, and less than 1.5mm in thickness as measured using the Breslow method and have no evidence of ulceration as determined by histological examination;
- f) all hyperkeratoses or basal cell carcinomas of the skin;
- g) all squamous cell carcinomas of the skin unless they have spread to other organs;
- h) all cancers which are confined to the thyroid gland and/or papillary thyroid carcinoma.

Carjacking Incident means the violent theft or violent attempted theft of a motor vehicle which is occupied by the Covered Person or whilst the Covered Person is entering or exiting the vehicle.

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition or usurped power, involving two or more parties belonging to the same country.

Claimant means the Policyholder, a Covered Person or any other person entitled to claim under the Policy.

Close Relative means Parent, Spouse/ Partner, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Country of Residence means the country:

- a) of which the Covered Person is a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country); or
- b) in which the Covered Person is residing on an overseas expatriate assignment.

Covered Person means a person that meets the criteria specified for a Covered Person in the Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy by reason of the relevant provisions of the Insurance Contracts Act and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

Dentist means a dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

- a) the Policyholder; or

- b) the Covered Person; or

- c) a Close Relative of the Covered Person; or

- d) an Employee of the Policyholder.

Dependent Child(ren) means a Covered Person's and their Spouse/ Partner's dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Covered Person for maintenance and support.

Dependent Children also means a Covered Person's children of any age who are permanently living with the

Covered Person and are mentally or physically incapable of self-support.

Doctor means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- a) the Policyholder; or

- b) the Covered Person; or

- c) a Close Relative of the Covered Person; or

- d) an Employee of the Policyholder.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services. Child- minding and home help services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person and must be certified by a Doctor as being necessary or at least likely to be substantially beneficial for the recovery of the Covered Person.

Educator means a person who:

- a) is qualified and registered with the relevant authorities to provide family day care services; and

- b) is a paid and registered member of the Policyholder.

Employee means any person in the Policyholder's service including directors (executive and non-executive), board members, consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the Policyholder's behalf.

Endorsement means a written alteration to the terms of the Policy.

Event(s) means the Event(s) described in the relevant Table of Events set out in this Policy.

Excess Period means the period of time following Events 25 and 26, giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

Fingers, Thumbs or Toes mean the digits of a Hand or Foot.

Foot means the entire foot below the ankle. Hairline Fracture means mere cracks in the bone. Hand means the entire hand below the wrist.

Insurance Contracts Act means the *Insurance Contracts Act 1984* (Cth) as amended from time to time.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Loss means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;

- b) an eye, total and Permanent loss of all sight in the eye;

- c) hearing, total and Permanent loss of hearing;

- d) speech, total and Permanent loss of the ability to speak;

- e) Hands, Foot and digits, Permanent physical severance or Permanent loss of use of the Hand, Foot, Finger, Thumb, or Toe;

and which in each case is caused by Bodily Injury.

Medical Aids means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of a Bodily Injury by a Doctor and which are not excluded under General Exclusion 8.

Non-Medicare Medical Expenses means expenses:

- a) incurred within twelve (12) months of a Covered Person sustaining a Bodily Injury; and

- b) paid by a Covered Person or by the Policyholder for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and/or ambulance services for the following treatments:

- Medical
- Surgical
- X-ray
- Chiropractic
- Osteopathic
- Physiotherapy
- Hospital
- Nursing Treatment
- Dental treatment that is necessarily required to teeth (other than dentures) which is caused by the Bodily Injury referred to in (a) above.

Non-Scheduled Flight(s) means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals,

Other Fracture means any fracture other than a Complete Fracture, Simple Fracture or Hairline Fracture.

Parent means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver (including jointly with another person) as a child.

Paraplegia means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

Period of Insurance means the period shown on the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy.

Permanent means having lasted, or where the medical evidence shows that it will last, twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, in the opinion of a Doctor being unlikely to materially improve.

Permanent Total Disablement means where in the opinion of a Doctor:

- the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
- the Covered Person's disability is Permanent.

Policy means this PDS and Policy Wording, the current Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. Endorsements and SPDSS).

Policyholder means the named company or organisation listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured.

Pre-Existing Medical Condition means

- any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the three (3) years prior to becoming a Covered Person under the Policy; or
- the symptoms of any physical defect, condition, illness or disease which a reasonable person in the circumstances would be expected to be aware of an underlying physical defect, condition, illness or disease in the three (3) months prior to becoming a Covered Person under the Policy.

Notwithstanding the above, any physical defect, condition, illness or disease will not be deemed to be a Pre-Existing Medical Condition where the Covered Person has been employed by the Policyholder and covered under a group personal accident insurance policy underwritten by Us and held by the Policyholder for the period or periods of insurance immediately prior to the Period of Insurance.

The Pre-existing Medical Condition exclusion will apply under the Policy in respect of a Covered Person if that Covered Person has not had continuous cover under a group personal accident insurance underwritten by Us and held by the Policyholder immediately prior to the Policy.

Premium means the premium as shown in the Schedule that is payable in respect of the Policy by the Policyholder.

Professional Sport means any sport for which a Covered Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

Quadriplegia means the Permanent loss of use of both arms and both legs.

Renewal Period means the period of insurance applicable to the Renewal Policy.

Renewal Policy means the group personal accident insurance policy underwritten by Us which takes effect immediately at the end of the Period of Insurance.

Salary means:

- in the case of a salaried Employee (not otherwise covered below under b. or c.), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- in the case of a salary packaged Employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with

the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the schedule listing the benefits and limits which is issued by Us to the Policyholder.

Seek Employment means the Covered Person being registered with the government agency or department which is responsible for providing unemployment services, (such as Centrelink in Australia) and/or a recruitment company and then providing Us with proof of a minimum of four (4) new job application per month unless this is not reasonably practicable in the Covered Person's circumstances.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

Spouse/Partner means a Covered Person's husband or wife and includes a de-facto and/or life partner with whom a Covered Person has continuously lived with for a period of three (3) months or more at the time of loss.

Support Worker means a person who:

- is qualified and registered with a provider; and
- is a paid and registered member of the Policyholder.

Temporary Partial Disablement means where in the opinion of a Doctor, the Covered Person is temporarily unable to engage in a substantial part of their usual occupation or business duties resulting in their earnings post Bodily Injury of at least 25% less than their Salary. If the Covered Person ceases to be employed by the Policyholder after the Event(s) occurs, then Temporary Partial Disablement means disablement which, in the opinion of a Doctor, reduces the Covered Person's capacity to undertake any occupation for which they may be suited by way of their education, training or experience by at least 25%. In both instances the Covered Person must be under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Total Disablement means where in the opinion of a Doctor, the Covered Person is temporarily unable to engage in any aspect of their usual occupation or any of their business duties. If the Covered Person ceases to be employed by the Policyholder after the Event(s) occurs, then Temporary Total Disablement means disablement which, in the opinion of a Doctor, prevents the Covered Person from engaging in any occupation for which they may be suited by way of their education, training or experience. In both instances the Covered Person must be under the regular care of, and acting in accordance with the instructions or advice of a Doctor.

Tooth means a sound and natural tooth or a 'milk tooth' but does not include dentures, implants and dental fillings.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means Chubb Insurance Australia Limited (ABN 23 001 642 020) who is the insurer/issuer of the Policy.

Work Experience means work undertaken with the Policyholder for a defined temporary period, either voluntarily or for a stipend, by a person who is not an employee of the Policyholder, provided such work is arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining vocational experience or developing practical skills.

Other documents issued by Us that form the Policy may also contain general or specific definitions.

Personal Accident Cover

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy:

Bodily Injury

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Parts A, B, C and/or D, We will pay the corresponding benefit shown on the Table of Events, provided:

- the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- with respect to Events 25 and/ or 26, the Event occurs during the Period of Insurance or any Renewal Period; and
- an amount is shown in the Schedule referable to the percentage of the sum insured of the Event(s) on the Table of Events.

Table of Events

Part A - Lump Sum Benefits

Cover for an Event under this Part applies only:

- if the amount for that Event is shown in the Schedule against Part A - Lump Sum Benefits.
 - with respect to Part A - Lump Sum Benefits, where the Lump Sum Benefit is linked to a Covered Person's Salary and the Covered Person is not in receipt of a Salary, the benefit amount shall be limited to the lesser of \$250,000 or the maximum sum insured shown in the Schedule for that category of Covered Person.
 - if a Covered Person suffers a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
 - if the Event(s) occur within twelve (12) months of the date of the Bodily Injury
- Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury, We will, however, pay the Event with the highest benefit.

Cover under this Part is subject to age limitations as per the General Provisions section of the Policy on page 5.

PART A - LUMP SUM BENEFITS	
Events - Bodily Injury resulting in:	Benefits The percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits (per Covered Person).
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Permanent Loss of	
a) hearing in both ears	100%
b) the lens in both eyes	100%
9. Permanent Loss of	
a) hearing in one (1) ear	30%
b) the lens in one (1) eye	60%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	80%
11. Burns:	
a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	50%
b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	25%
12. Permanent Loss of use of four (4) Fingers of either Hand	50%
13. Permanent Loss of use of one (1) Thumb of either Hand:	
a) both joints	40%
b) one (1) joint	20%
14. Permanent Loss of use of Fingers of either Hand:	
a) three (3) joints	15%
b) two (2) joints	10%
c) one (1) joint	5%
15. Permanent Loss of use of Toes of either Foot:	
a) all - one (1) Foot	15%
b) great - both joints	5%
c) great - one (1) joint	3%
d) other than great - each Toe	1%
16. Fractured leg or patella with established non- union	10%
17. Shortening of leg by at least 5 cm	7.5%
18. Loss of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total.

PART A - LUMP SUM BENEFITS	
Events - Bodily Injury resulting in:	Benefits The percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits (per Covered Person).
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the Lump Sum Benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the Covered Person's treating Doctor and a Doctor appointed by Us. If the Doctor chosen by Us forms a contrary opinion to that of the Covered Person's treating Doctor, We will seek the opinion of a third independent Doctor, who will be appointed by mutual agreement between the parties and paid for by Us. In the event of a disagreement between all three (3) Doctors, the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount We will pay which is seventy-five percent (75%) of the Lump Sum Benefit insured. The maximum amount We will pay is 75% of the lump sum benefit insured.

Part B - Bodily Injury Benefits

Part B - Bodily Injury Resulting In Surgery outside of Australia - Benefits

Cover for an Event under this Part applies only if:

- an amount is shown in the Schedule against Section 1, Part B Bodily Injury Benefits;
- the surgery is undertaken outside of Australia; and
- the surgical procedure is carried out within twelve (12) months of the date of the Bodily Injury.

PART B - BODILY INJURY RESULTING IN SURGERY OUTSIDE OF AUSTRALIA - BENEFITS	
Events	Benefits The percentage of the amount shown in the Schedule against Part B - Bodily Injury Resulting in Surgery Benefits (per Covered Person).
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

Part B - Weekly Benefits - Bodily Injury

Cover for an Event under this Part applies only if:

- an amount is shown in the Schedule against Part B - Weekly Benefits - Bodily Injury; and
- the Event(s) occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy or Renewal Policy is in force.

This cover is subject to the Excess Period shown on the Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury.

Restrictions and/or limitations on the cover provided under this Part apply for people aged 75 years or over. Refer to the General Provisions section on page 5.

PART B - WEEKLY BENEFITS - BODILY INJURY	
Events	Benefits
25. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part B - Weekly Benefits - Bodily Injury. However, this will not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary.
26. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists resulting in a reduction of the Covered Person's Salary of at least 25%, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part B - Weekly Benefits - Bodily Injury less any amount of current earnings as a result of working in a reduced capacity. However, the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary. If the Covered Person is able to return to work in a reduced capacity where the Policyholder has reduced activities for the Covered Person to undertake, yet elects not to do so, then the benefit payable shall be 25% of the Covered Person's Salary.

Part C - Fractured Bones - Lump Sum Benefits Cover for an Event under this Part applies only if:

- a. an amount is shown in the Schedule against Part C - Fractured Bones - Lump Sum Benefits; and
- b. the Event(s) occur within twelve (12) months of the date of Bodily Injury.

PART C - FRACTURED BONES - LUMP SUM BENEFITS	
Events	Benefits
The benefits shown below are a percentage of the amount shown in the Schedule against Part D - Fractured Bones - Lump Sum Benefits (Per Covered Person).	
33. Neck, skull or spine (Complete Fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
36. Cheekbone, shoulder or Simple Fracture, Hairline Fracture or Other Fracture of neck, skull or spine	30%
37. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
39. Nose or collarbone	20%
40. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown on the Schedule against Part C - Fractured Bones - Lump Sum Benefits.

In the case of an established non-union of any of the above fractures, despite the maximum benefit payable amount, We will pay an additional benefit of 5% of the amount shown in the Schedule against Part C - Fractured Bones - Lump Sum Benefits.

Part D - Loss of Teeth or Dental Procedures - Lump Sum Benefits Cover for an Event under this Part applies only if:

- a. an amount is shown in the Schedule against Part D - Loss of Teeth or Dental Procedures - Lump Sum Benefits; and
- b. the Event(s) occur within twelve (12) months of the date of Bodily Injury.

PART D - LOSS OF TEETH OR DENTAL PROCEDURES - LUMP SUM BENEFITS	
Events	Benefits
The benefits shown below are a percentage of the amount shown in the Schedule against Part D - Loss of Teeth or Dental Procedures - Limit Per Tooth (Per Covered Person).	
42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

The maximum benefit payable for any one (1) Bodily Injury resulting in loss of teeth or dental procedures shall be the amount shown in the Schedule against Part D - Loss of Teeth or Dental Procedures - Lump Sum Benefits.

The maximum benefit payable per Tooth shall be limited to the amount shown in the Schedule.

Additional Cover under the Policy

1. Exposure

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Covered Person suffers from any of the Events outlined in the Table of Events (1-19) as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

2. Disappearance

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person disappears in any manner and the Covered Person's body has not been found within twelve (12) months after the date of that disappearance, the Covered Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

Where the Accidental Death benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that benefit after the legal representatives of the Covered Person's estate has given Us a signed undertaking

that the benefit will be repaid to Us if, after Our payment, it is found that to the prior knowledge of the Policyholder or legal representative the Covered Person did not die as a result of a Bodily Injury.

3. Independent Financial Advice

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury for which benefits are payable under Events 1-8 We will, in addition to payment of the benefit, and at the request of the Covered Person or Covered Person's parent or legal guardian or representatives of the Covered Person's estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-9.

However such advice must be provided by an independent financial advisor who is not a Close Relative of the Covered Person or Covered Person's parent or legal guardian and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice.

The maximum benefit payable for any one (1) Event is the amount shown in the Schedule against Independent Financial Advice.

4. Funeral Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers an Accidental Death, We will reimburse the estate of the Covered Person up to the amount shown in the Schedule against Funeral Expenses for:

- a) all reasonable funeral, burial or cremation and associated expenses; and
- b) all reasonable expenses incurred in transporting the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person's estate.

5. Coma Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which

- a) directly causes or results in the Covered Person being in a state of continuous unconsciousness; and
- b) the Covered Person or their legal representative (or if none, their next of kin) presents Us with a written opinion of a Doctor which verifies that the cause of the continuous unconsciousness was the Bodily Injury,

We will pay the Covered Person or the Covered Person's legal representative (or if none, the Covered Person's next of kin) a weekly amount for each week of continuous unconsciousness, up to a maximum number of consecutive weeks, as shown in the Schedule against Coma Benefit.

If the state of continuous unconsciousness persists for a period of less than one (1) week, or for only part of any subsequent week, We will pay the Coma Benefit at the rate of one-seventh (1/7th) of the weekly amount for each day during which continuous unconsciousness continues, subject to the maximum number of weeks stated in the Schedule.

6. Modification Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury for which a benefit is payable under Events 2 or 3, We will reimburse the Covered Person up to the amount shown in the Schedule against Modification Expenses, for actual costs incurred to:

- a) modify the Covered Person's home and/or vehicle, or
- b) costs associated with relocating the Covered Person to a more suitable home, provided that evidence is presented from a Doctor certifying the modification and/or relocation is medically necessary or is at least likely to be substantially beneficial in managing the Covered Person's condition..

7. Terrorism Injury Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury resulting from an Act of Terrorism for which a benefit is paid under Events 1 to 8, We will, in addition to payment of the benefit, also pay the Covered Person or the Covered Person's estate the amount shown in the Schedule against Terrorism Injury Benefit.

The maximum amount We will pay for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the Aggregate amount shown in the Schedule against Terrorism Injury Benefit.

8. Out of Pocket Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which directly results in additional expenses for Medical Aids, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, We will pay the actual and reasonable costs incurred up to the maximum amount shown in the Schedule against Out Of Pocket Expenses.

However, this is provided that those costs are not insured elsewhere under this Policy, or an expense to which General Exclusion 8 applies.

9. Childcare Benefit

If during the Period of Insurance and the whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury preventing them from attending their scheduled Family Day Care Australia (FDCA) booking for a period greater than three (3) consecutive days and requires the Covered Person to be cared for at home or elsewhere in accordance with the instruction of a Doctor, We will pay either:

- a) loss of income incurred by the Covered Person's Parent(s) if they are unable to

- engage in their usual employment in order to care for the Covered Person; or
- b) the expenses necessarily incurred in engaging a qualified carer during the hours that the Covered Person would otherwise have attended their scheduled FDCA booking,

to a maximum of \$200 for each day that the Covered Person is unable to attend their scheduled FDCA booking, up to the maximum amount shown in the Schedule against Additional Cover under the Policy - Childcare Benefit. An excess period of three (3) days applies during and for which no benefits are payable.

This benefit only applies to Category 1 Covered Persons (as shown in the Schedule).

10. Work Experience Benefit

If a person is undertaking authorised Work Experience with the Policyholder and, whilst performing occupational duties on behalf of the Policyholder sustains a Bodily Injury which, had the person been a

Covered Person, would have resulted in a benefit being paid under Events 1 to 8, We will pay the person suffering the Bodily Injury, or their legal representative (or if none, the Covered Person's next of kin) in the event of Event 1 - Accidental death, the amount shown in the Schedule against Work Experience Benefit.

11. Workplace Assault Benefit

If during the Period of Insurance and whilst the person is a Category 2 Covered Person (as shown in the Schedule), the Covered Person sustains a Bodily Injury as a result of an assault, occurring whilst performing services on behalf of the Policyholder at the premises of the Educator and/or Support Worker unless there is reasonable evidence to suggest the Covered Person provoked the assault, We will pay the Covered Person the amount shown in the Schedule against Workplace Assault Benefit.

12. Workplace Trauma Benefit

If during the Period of Insurance and whilst the person is a Category 2 Covered Person (as shown in the Schedule), the Covered Person witnesses a violent criminal act whilst performing services on behalf of the Policyholder at the premises of the Educator and/or Support Worker and does not sustain a Bodily Injury, We will pay the Covered Person the amount shown in the Schedule against Workplace Trauma Benefit.

13. Reconstructive or Cosmetic Surgery Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury which results in medically-necessary reconstructive or cosmetic surgery, and a benefit being paid under Events 2 to 19, We will pay the Covered Person an additional 10% of the benefit amount payable under Events 2 to 19 in respect of that Bodily Injury, up to the maximum benefit amount shown in the Schedule against Reconstructive or Cosmetic Surgery Benefit.

The Reconstructive or Cosmetic Surgery Benefit will be payable only once in respect of any one (1) Accident, and will be reduced by any amount payable under Events 20 to 24 in respect of the same Accident.

14. Non-Medicare Medical Expenses

If during the Period of Insurance and whilst the person is a Covered Person:

- a) engaged on behalf of the Policyholder to provide services, without payment, to an educational, religious, charitable or benevolent organisation; or
- b) engaged in student activities at an educational institution,

the Covered Person suffers from a Bodily Injury, We will pay the Non-Medicare Medical Expenses incurred up to a maximum amount of \$5,000.

An excess of \$50 applies to each and every claim. The Covered Person is entitled to make a claim on the Policy before payment of the excess. If a claim is covered, the excess may be deducted from any final settlement amount that We will pay.

No cover is provided for Covered Persons engaging in voluntary work experience with the Policyholder (except to the extent that they are engaged in providing services, without payment, to an educational, religious, charitable or benevolent organisation on behalf of the Policyholder, or otherwise undertaking activities as described above).

Any benefit payable under Non-Medicare Medical Expenses is less any recovery made from any private health insurance fund with respect to the expense. No benefit is payable in respect of the Medicare gap, being the difference between payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

General Conditions Applicable to the Policy

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1-19 in respect of the same Bodily Injury, We will, however, pay the Event with the highest benefit.
3. Benefits shall not be payable:
 - a) for Events 25 and 26, excess of a total aggregate period as shown as the number of weeks (or other time period) against Section 1, Part B - Weekly Benefits - Bodily Injury in the Schedule in respect of any one (1) Bodily Injury;
 - b) for Events 25 and 26, during the Excess Period;
 - c) for Events 25 and 26, after the Excess Period, in an amount which exceeds the lesser of:
 - i. the maximum benefit amount shown in the Schedule against Section 1, Part

B Weekly Benefits - Bodily Injury, as applicable, or

- ii. the applicable percentage of the Covered Person's Salary as shown in the Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury.

For example, if:

- i. the applicable percentage is 75%; and
- ii. the maximum Sum Insured shown in the Schedule is \$2,000 x 104 weeks against Section 1, Part B - Weekly Benefits - Bodily Injury
- iii. a Covered Person's Salary is \$1,500 per week then the Covered Person's maximum benefit will be limited to 75% of \$1,500 x 104 weeks = \$117,000.

4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
 - a) periodic compensation benefits payable under any disability insurance, workers' compensation or accident compensation scheme or other government entitlement; and
 - b) the amount of any sick pay received, or, at the discretion of the Policyholder, sick leave entitlement, so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the Covered Person's Salary as shown in the Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury.

For example, if:

- i. the applicable percentage is 75%;
- ii. the maximum benefit amount shown in the Schedule is \$1,250 x 104 weeks against Section 1, Part B - Weekly Benefits - Bodily Injury;
- iii. a Covered Person's Salary is \$2,000 per week;
- iv. the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 4(a) above, then that Covered Person's maximum benefit will be limited to 75% of \$2,000 = \$1,500, less \$500 = \$1,000 x 104 weeks = \$104,000.

(Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Policy for 104 weeks).

5. Where a Covered Person is receiving benefits from Us under this Policy, is unemployed and certified by a Doctor as being able to undertake light or partial duties the Covered Person must actively Seek Employment consistent with the opinion of their Doctor.

Should a Covered Person not actively Seek Employment once medically cleared to, benefits shall be reduced to 25%.

6. Where, in relation to benefits payable for Events 2, 25 and/or 26, We do not agree with the opinion given by the Covered Person's treating Doctor, We have the right (at Our own expense) to have the Covered Person examined by a Doctor appointed by Us. If the Doctor chosen by Us forms a contrary opinion to that of the Covered Person's treating Doctor, We will seek the opinion of a third independent Doctor at our expense chosen in consultation with the Covered Person. The third Doctor's opinion will be the opinion used for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement
7. If as a result of a Bodily Injury, benefits become payable under Parts B or C of the Table of Events and while the Policy or Renewal Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes then, for the purpose of applying the Excess Period only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new Bodily Injury and a new Excess Period will apply.

Where a Bodily Injury requires surgical treatment which cannot be performed within twelve (12) months from the date of that Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that twelve (12) month period and a Doctor certifies this, We will treat this twelve (12) month period as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of Bodily Injury.

Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Schedule.

8. Subject to the Guaranteed Payments referred to in Conditions under Part B - Weekly Benefits - Bodily, point 2, We will pay weekly benefits for Events 25 and 26, monthly in arrears. We will pay benefits for a disability which is suffered for a period of less than one (1) week at the rate of the average income per day worked based on the Covered Persons Salary for each day during which disability continues.
9. All benefits paid under this Policy shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy.
10. With respect to Part A - Lump Sum Benefits, where the Lump Sum Benefit is linked to the Covered Person's Salary and the Covered Person is not in receipt of a Salary, the benefit amount shall be limited to the lesser of \$250,000 or the maximum sum insured shown in the Schedule for that category of Covered Person.

11. Should a benefit be payable under this Section of the Policy that is also payable under any other insurance Policy insured with Us, only one (1) Policy can be claimed against (i.e. the Policy with the greatest benefit).

General Exclusions Applicable to the Policy

These general exclusions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

We will not pay benefits with respect to any loss, damage, liability, Event or Bodily Injury which directly or indirectly:

1. results from a Covered Person:
 - a) flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers; or
 - b) training for and/or participating in Professional Sport of any kind.
2. results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or a Covered Person. This exclusion does not apply to the Policyholder or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act, however, in all cases, a Policyholder cannot benefit under this Policy from such act of a Covered Person.
3. results from a Covered Person suffering from stress.
4. results from War or Civil War in Australia or a Covered Person's Country of Residence, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan.
5. are covered by:
 - a) in part or whole by Medicare;
 - b) any workers compensation legislation;
 - c) any transport accident legislation;
 - d) any government sponsored fund, plan or medical benefit scheme; or
 - e) any other insurance policy required to be effected by or under law; but only to the extent to which the loss, damage, liability, Event, Bodily Injury is in fact covered by one or more of these schemes.
6. results in a claim under for Events 25 and/or 26, due to childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom);
7. results from a Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury).
8. would result in Our contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules.
9. Except for Part A - Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, Event, Bodily Injury which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.
10. results from a sickness, illness, disease.

General Provisions Applicable to the Policy

These general provisions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

Age Limitations

1. In respect to each Covered Person aged seventy-five (75) years or over and under eighty (80) years at the time of loss;
 - a) cover under Part A, Events 1 -19 is limited to a maximum of \$250,000 or as otherwise shown in the Schedule, whichever is the lesser; and
 - b) no benefit is payable Parts B & C, Events 25 or 26, (Weekly Benefits - Bodily Injury); and
 - c) no benefit is payable under Additional Cover 37 - Cancer Benefit.

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy- five (75) years.

2. In respect to each Covered Person aged eighty (80) years or over and under ninety (90) years at the time of loss;
 - a) cover under Part A, Events 1 -19 is limited to a maximum of \$100,000 or as otherwise shown in the Schedule, whichever is the lesser; and

- b) no benefit is payable under Parts B & C, Events 25 or 26, (Weekly Benefits - Bodily Injury); and
- c) no benefit is payable under Additional Cover 37 - Cancer Benefit.

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of eighty (80) years.

3. In respect to each Covered Person aged ninety (90) years or over at the time of loss;
 - a) cover under Part A, Event 1, (Accidental Death) and Events 3-19 are limited to a maximum of \$25,000; and
 - b) no benefit is payable under Part A, Event 2, (Permanent Total Disablement); and
 - c) no benefit is payable under Parts B & C, Events 25 or 26, (Weekly Benefits - Bodily Injury); and
 - d) no benefit is payable under Additional Cover 37 - Cancer Benefit.

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of ninety (90) years.

Aggregate Limit of Liability

1. Except as stated below, Our total liability for all claims arising under the Policy in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability (A).
2. Our total liability for all claims arising under the Policy in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance relating directly to a Non Scheduled Flight(s) shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability (B).
3. In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may reasonably determine. If claims made under the Policy do not exceed the above Aggregate Limits of Liability, but we have reduced payments under this section 3, we will make additional payments to each affected Covered Person to reimburse the reduction in payments proportional to the remaining Aggregate Limit.
4. Our liability for any one (1) event giving rise to a claim under the Policy with respect to War and/or Civil War shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability (C).
5. Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating to War and/or Civil War shall not exceed the amount shown in the Schedule against Aggregate Limit of Liability (D).

Assistance and Co-operation

The Policyholder and Covered Persons shall co-operate with Us and upon Our reasonable request, assist in making settlements, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Policyholder because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. We will keep the Policyholder apprised of the status of any proceedings, informed of material developments and consulted where appropriate. In that regard, the Policyholder and Covered Persons (where relevant and to the extent it is within the Policyholder and/or the Covered Person's power) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons shall not, except at the Policyholder's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Breach of Conditions

If the Policyholder or a Covered Person is in breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim to the Policyholder or Covered Person in breach if the claim is substantially affected by the breach, to the extent permitted by law.

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm (in the state or territory where the policy was effected) on the day We receive the Policyholder's written notice of cancellation or such time as otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act.

If the Policy is cancelled by Us or the Policyholder, and providing that no claim has been paid , We Will refund the Premium paid on a pro-rata basis taking into account the period of time in which the Policy has been in place, less any charges or taxes which We are unable to recover.

If the Policy is cancelled by Us or the Policyholder, and a claim has been paid , We may refund a portion of the Premium paid. In determining whether We refund any part of the Premium, We will take into account various factors including but not limited to, the value of the Premium, the period of time in which the Policy has been in place, the value of the claims that have been paid under the Policy, and any charges or taxes which We are unable to recover.

Change of Business Activities

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which to the knowledge of the

Policyholder or of a reasonable person in the position of the Policyholder would increase the risk of a claim being made under this Policy. Examples of such changes include, but is not limited to, an increase in the number of Covered Persons, a change from office based risk to field based risk or commencing use of non-scheduled flights.

Currency

All amounts shown on the Policy are in the currency stated in the Schedule. If expenses are incurred in a currency different to the currency shown in the Schedule, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

Due Diligence

The Policyholder and all Covered Person(s) will exercise due diligence in undertaking all reasonable steps to avoid or reduce any loss under the Policy including but not limited to complying with applicable workplace health and safety laws.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the Policy are not to be construed or interpreted by reference to such headings.

Notice of Claim

The Claimant must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A Claimant's failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require and which are within the Claimant's power to provide. We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time (so long as the frequency is not unreasonable in the circumstances).

Other Insurance

In the event of a claim, the Policyholder or a Covered Person must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

Proper Law

Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the appropriate state or territory of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state or territory and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

Sanctions Clause

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged. Chubb Insurance Australia Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company.

Consequently, Chubb Insurance Australia Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

Singular/Plural

If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

Subrogation

If We pay an amount under the Policy, We shall be subrogated to the Claimant's rights to recover an equivalent sum to what we have paid against any person or entity other than the Policyholder, Covered Person or other persons covered by this Policy and a Claimant must execute and deliver any instruments and papers and do whatever else is reasonably necessary and within their power to enable Us to secure such rights. A Claimant must not take action which will prejudice Our rights to subrogation.

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss the subject of the claim from that party or another party.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au

Contact Us

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- Over 25 ECA Learning Hub courses designed to support you in your professional learning journey
- A wide range of members-only resources and factsheets
- FDCA's Market My Business Hub which allows you to order customised marketing material to promote your family day care business
- Your insurance and membership information, including your evidence of insurance document
- FDCA's "My Family Day Care" e-book, which can be ordered and passed onto children in your family day care
- Digital editions of JiGSAW, Australia's only print magazine dedicated to the family day care sector
- Archived editions of FDCA's weekly newsletter, *Family Day Care Matters*



Wait, there's more for FDCA members!

FDCA members can also access a range of additional member benefits, such as:

- A FREE listing for your family day care business on FDCA's Family Day Care Locator
- The opportunity to have your say on key policy and regulatory matters affecting the sector
- On-demand phone support
- Member discounts to FDCA's National Conference and National Engagement Program forums
- The chance to participate in research and FDCA advisory groups
- Accessing discounted rates on Insurance, FDCA National Police Checks and Family Day Care Legal Services
- Subscriptions to FDCA's JiGSAW magazine and *Family Day Care Matters* e-newsletter

Access the benefits of FDCA Membership today

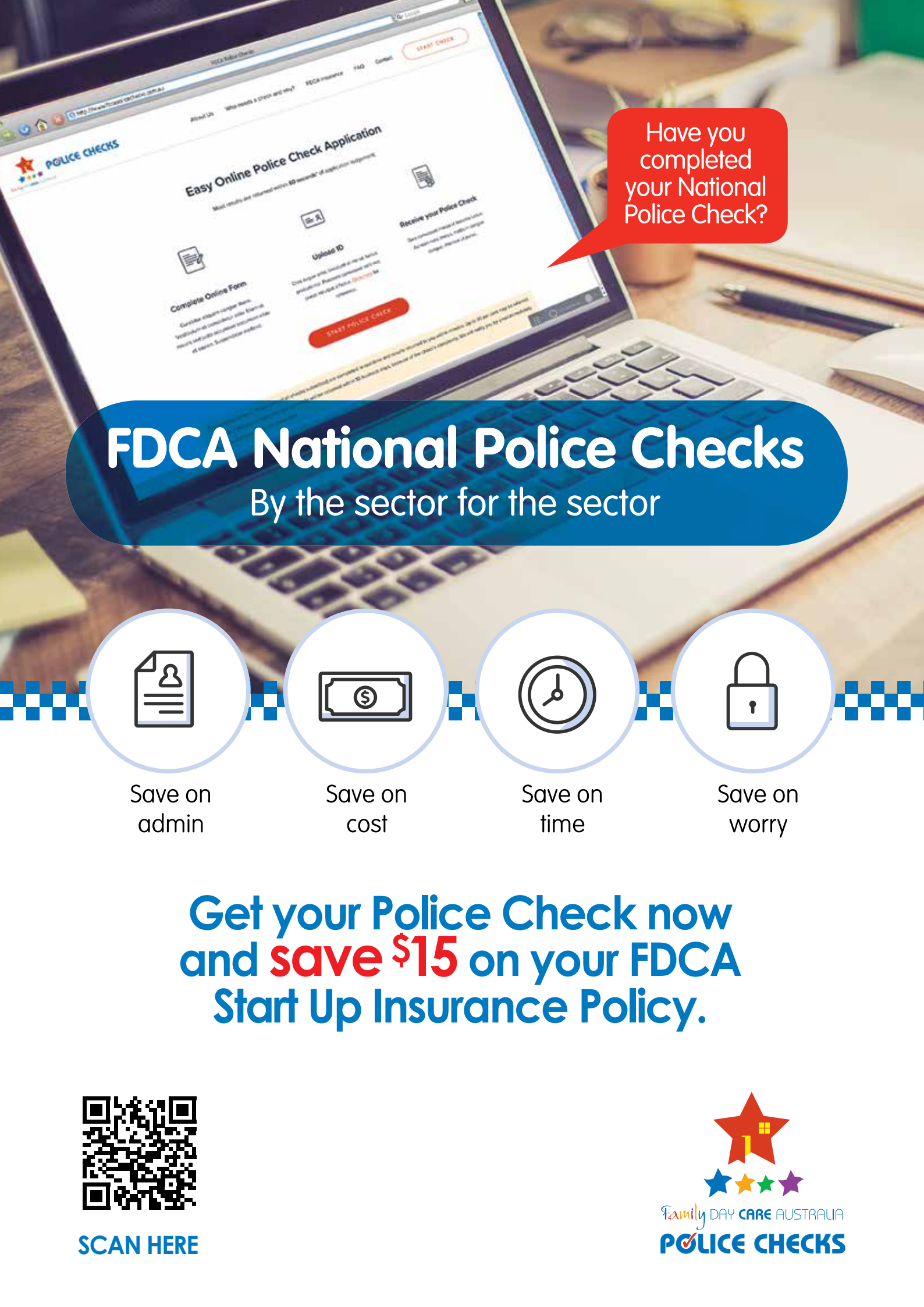
FDCA Membership and access to the FDCA Member Zone is included as part of FDCA's Family Day Care insurance package.

To sign up to the Family Day Care insurance package so you can take advantage of all the benefits of FDCA membership, visit www.fdca.com.au/insurance-services or scan the code below.

Questions?

Contact FDCA on 1800 658 699 or email enquiries@fdca.com.au.





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completed
your National
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FDCA National Police Checks

By the sector for the sector



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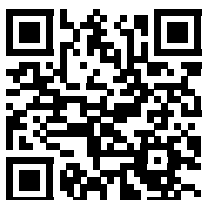


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