

FAMILY DAY CARE AUSTRALIA INSURANCE SERVICES

THE INSURANCE
OF CHOICE FOR
FAMILY DAY CARE
EDUCATORS



Representing Supporting Promoting **YOU**

FDCA is the peak body for family day care in Australia. We represent, support and promote the family day care sector, sharing its commitment to the highest standards of care, individualised learning and nurturing of Australia's children.

We:

- Advocate on behalf of the family day care sector for positive change, to help the sector and children thrive
- Proactively address challenges to the sector, both publicly and at a policy level
- Provide Australia's most popular and comprehensive insurance designed for family day care businesses
- Deliver unique, family day care specific services to help our members build and grow successful businesses and deal with everyday business challenges
- Bring the family day care sector together for inspiration, learning, celebration and peer support, right across 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.

For more information visit
www.fdca.com.au/membership



WE'RE WORKING FOR YOU

BECOME PART OF THE LARGEST COMMUNITY FOR FAMILY DAY CARE EDUCATORS AND SERVICES IN AUSTRALIA.

For more than 30 years, no other organisation has been more committed to representing, supporting and promoting family day care in Australia, or as effective in helping family day care operators achieve success, as Family Day Care Australia (FDCA).

FDCA is at the heart of the largest formal network of family day care services and educators across the country. We offer the most comprehensive collection of services and insurances designed specifically to foster successful family day care businesses. We're the only family day care organisation representing you at the national level.

Becoming a member of FDCA gives you exclusive access to a range of services and support specifically tailored to the needs and requirements of the family day care sector.

That is why membership of FDCA means you're part of the community that cares most about family day care thriving in Australia.

To find out more about how you can benefit from becoming an FDCA member, visit www.fdca.com.au/membership.



THE INSURANCE OF CHOICE FOR FAMILY DAY CARE EDUCATORS

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.

Get all these member benefits and great insurance cover 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.

MARKETING

You'll receive a free listing on our Family Day Care Locator and also be able to access members-only marketing resources and support that can help 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.

LEARNING

Free access to the FDCA Professional Learning Portal will provide you with practical content to help you deliver better learning and care outcomes for your children and build a successful business.

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

FAMILY DAY CARE AUSTRALIA INSURANCE SERVICES PRICING

PURCHASE
YOUR PACKAGE
ONLINE AT
WWW.FDCA.COM.AU

	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 14 and 15 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 and support our members insurance and member services 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*
- \$0 excess on claims
- 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.

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.

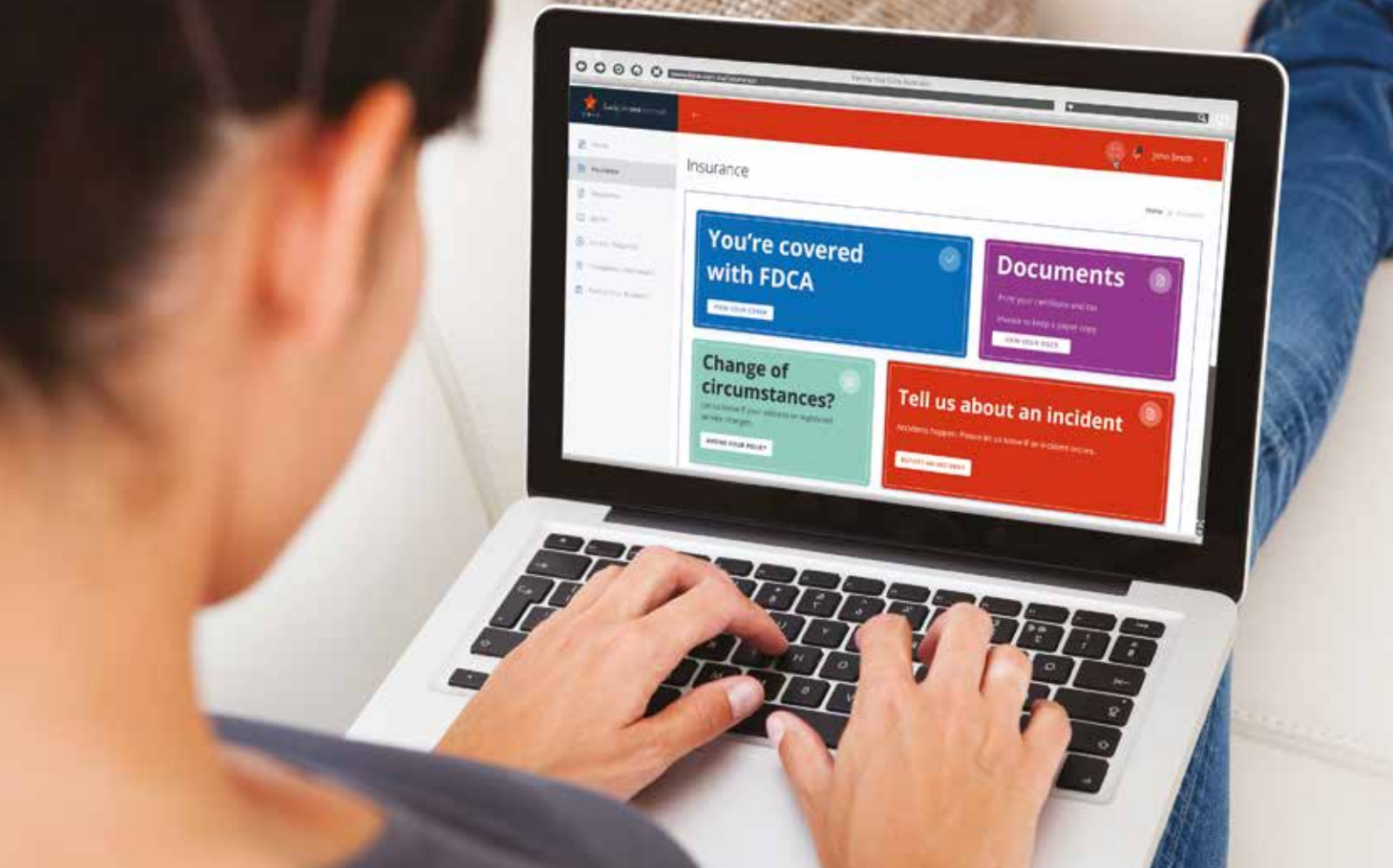
MOTOR VEHICLE INSURANCE

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 Care educators. To get a quote for one of these packages please contact FDCA on 1800 658 699.





PURCHASE YOUR FAMILY DAY CARE **INSURANCE ONLINE**

Did you know that you can purchase your FDCA insurance package online?

As an FDCA member you will also gain access to a range of resources and tools that can help you promote and grow your business.

Purchase your family day care insurance at:

www.fdca.com.au/insurance



INSURANCE APPLICATION FORM

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

APPLICANT DETAILS

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 mid-term, 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 page 12. 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



ELANTIS PREMIUM FUNDING TERMS AND CONDITIONS

1. Defined Terms

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

Default Interest Rate means the ANZ Reference Lending Rate published by ANZ 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(ies).

Insurance Proceeds is any and all moneys payable by the insurer to an insured on cancellation of any Policy(ies) or upon the occurrence of any claim, event or circumstances covered by any of the Policy(ies).

Policy(ies) is the insurance policy or policies listed on page 1 and any other insurance policies agreed by Elantis.

Total Amount Financed is shown on page 1 and represents the Total Premium less any deposit paid to Elantis.

Total Charges are shown on page 1 and calculated on the Total Amount Financed and includes all interest charges, GST and other statutory fees and charges payable for the finance.

Total Premium is shown on page 1 and includes the premium charged by Insurer, GST, FSL, stamp duty and any fees/brokerage/charges payable to the Intermediary or anyone else in relation to the Policy(ies).

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

2. Provision of Finance Upon acceptance of the Borrower's Offer, the Borrower must pay to Elantis the amount of the Initial Payment and Elantis will pay the Total Premium to the Intermediary or Insurer(s). Payment of the Total Premium to the Intermediary is a full and complete discharge of Elantis' obligations under this agreement. If a Policy(ies) 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. The Application Fee on page 1 is payable with the first instalment and is due on the Date of First Instalment on page 1. Subsequent instalments must be paid on the same day of each month thereafter ending on the Date of the Last Instalment specified on page 1. Any amount owing to Elantis must be paid by the Borrower in full without any 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 contract: Deferment Fee – charged for rescheduling of an instalment (or instalments). Late Fee – charged as a fixed fee where an instalment is not paid by the due date. Default Interest – charged 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 the loan following an Event of Default (Not charged where the Total Finance Amount is for Policy(ies) used wholly or predominantly for personal, domestic or household purposes). Dishonour Fee – charged in the event of a Default. 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 of the Policy(ies) as to the validity, currency and existence of the insurance 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:

- absolutely assigns to Elantis the right to claim, demand, sue for, recover, settle and receive the Insurance Proceeds; and
- 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(ies), to make, pursue and settle any claims in connection with any Policy(ies), to receive and give receipts for Insurance Proceeds, receive notices from the insurer and otherwise deal with any Policy(ies) and Insurance Proceeds as the attorney considers desirable to ensure the Borrower pays the Total Amount Financed and all moneys owing under this agreement to Elantis.

The Borrower agrees and accepts that as the Borrower's attorney, Elantis will instruct the Intermediary in relation to the Policy(ies) 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(ies) 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 Policy(ies) including for renewals, variations and endorsements to any of the Policy(ies) on behalf of the Borrower. Offers by the Intermediary on behalf of the Borrower are made in accordance with these Terms and Conditions. If Elantis, in its absolute discretion, accepts an offer to fund other insurance premiums for Policy(ies) from the Intermediary, it will confirm with the Borrower in writing the details of that funding and funding be provided on the terms and conditions contained in that document.

7. Events of Default An Event of Default occurs if:

- the Borrower fails to make a payment to Elantis when due and payable or if direct debit arrangements are used to pay the instalments and this is first time the Borrower has defaulted, if the Borrower fails to make the payment within 7 days after a written notice of the default is given by Elantis;
- a payment made by the Borrower to Elantis is dishonoured on presentation;
- any terms of a Policy(ies) or insurer interferes with Elantis' exercise of its rights upon the happening of an Event of Default;
- 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;
- an individual Borrower commits an act of bankruptcy;
- the Policy(ies) are cancelled or becomes or is claimed to be void or voidable;
- 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.

8. Elantis' rights upon Event of Default If an Event of Default occurs:

- Elantis may terminate this agreement;
- 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 may cancel or otherwise deal with any Policy(ies), including exercising the Borrower's rights under any Policy(ies) and dealing with the Insurance Proceeds as it considers desirable to protect Elantis' position and recover money owing by the Borrower to Elantis;
- Elantis may make and pursue (by legal action or otherwise) and settle any claim under any Policy(ies) and receive and give receipts for any money payable in connection with any Policy(ies);
- 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;
- Elantis is not obliged in any way to maintain the Policy(ies) or pay any premium instalment to an insurer for the Policy(ies).
- 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.

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 contract and only where after Elantis gives the Borrower 7 days notice of cancellation of the Policy(ies), 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, post, delivery to the Borrower's last known facsimile number or to the email address nominated by the Borrower in the Offer. 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 (including any lawful, unlawful or negligent act or omission) 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(ies);
- (c) Elantis is not responsible to the Borrower or any other person for, or in respect of, the cancellation of any Policy(ies) 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).

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 any blanks in this document.
- (g) 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.
- (h) 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.

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 this purposes explained below.

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)); 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. We usually deal with Dun & Bradstreet and Veda as CRBs. The privacy statement and privacy policy on our website explains how we manage your personal and credit-related information. You can request a hard copy of the privacy statement by telephoning the number below.

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. The types of information that may be provided to a CRB are explained in our Privacy Policy – for more details visit www.elantis.com.au/privacy-policy/.

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 Q1650
Queen Victoria Building
Sydney NSW 1230
Telephone: 1800 451 111
Email: admin@elantis.com.au



elantis
PREMIUM FUNDING

FINANCIAL SERVICES GUIDE

V22

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. Complaints policy
12. Compensation arrangements for clients' losses
13. Updates to the FSG
14. 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.

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. 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

12. 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.

13. 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.

14. 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 1 December 2019 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.

POLICY WORDING & PRODUCT DISCLOSURE STATEMENT (PDS)

PERSONAL ACCIDENT INSURANCE

Description of Cover

Policyholder(s):	Family Day Care Australia Limited (FDCA).	
Covered Person(s) / Categories:	1. Children under the care of the educators. 2. Registered educators of the Policyholder.	
Scope of Cover:	1. This Policy operates whilst a child is under the care of a Family Day Care Australia Ltd educator. 2. 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:	19PDSFDC01 - Family Day Care Australia Personal Accident Insurance Policy Wording and PDS, Australia	
Period of Insurance		
From:	1 January 2020	(at 04:00pm)
To:	1 January 2021	(at 04:00pm) Both dates inclusive
Premium:	As Agreed	
Goods & Services Tax:	As Agreed	
Stamp Duty:	As Agreed	
Total Payable:	As Agreed	
Commission:	As Agreed	
Broker Commission:	%	As Agreed
GST on Commission:	As Agreed	
	%	As Agreed

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	30000	
	Events 2-19	30000	
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 - Weekly Benefits - Sickness			
		% of Salary - Part C	Excess Period - Part C
1,2	0 x 0 weeks	0.00	0 days
Categories Part C - Sickness Resulting in Surgery - Benefits			
1,2	0		
Categories Part D - Fractured Bones - Lump Sum Benefits		Part E - Loss of Teeth or Dental Procedures - Limit Per Tooth	Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits
1	5000	250	2000
2	0	0	0

Additional Cover

Categories	Return to Work Assistance	Tuition or Advice Expenses
1,2	0	0
Categories	Unexpired Membership Benefit	Replacement Staff/Recruitment Costs
1,2	0	per employee: 0
Categories	Visitors Benefit	Corporate Image Protection
1	0	0
2	15000	0
Categories	Independent Financial Advice	Funeral Expenses
1,2	0	5000
Categories	Coma Benefit	Partner Retraining Benefit
1,2	per week: 0 max weeks: 0 weeks	0

Categories	Dependent Child Supplement	Orphaned Benefit
1,2	per Dependent Child: 0 max per family: 0	per Dependent Child: 0 max per family: 0
Categories	Modification Expenses	Chauffeur Services
1,2	0	0
Categories	Executor Emergency Cash Advance	Emergency Home Help
1,2	0	0 x 0 weeks Excess: days
Categories	Student Tutorial Costs	Premature Birth / Miscarriage Benefit
1,2	0 x 0 weeks Excess: days	0
Categories	Accidental HIV Infection Benefit	Bed Care
1,2	0	per week: 0 max weeks:
Categories	Terrorism Injury Benefit	
1,2	per person: 5,000 Aggregate: 15,000	
Categories	Accommodation and Transport Expenses	Education Fund Benefit
1,2	0	0
Categories	Out of Pocket Expenses	Childcare Benefit
1	5000	5000
2	0	0
Categories	Work Experience Benefit	Workplace Assault Benefit
1,2	0	0
Categories	Workplace Trauma Benefit	Air or Road Rage Benefit
1,2	0	0
Categories	Carjacking Benefit - Excess and Vehicle Hire	Carjacking Assault Benefit
1,2	0	0
Categories	Reconstructive or Cosmetic Surgery Benefit	Cancer Benefit
1	2500	0
2	0	5000

Aggregate Limit of Liability

Any one (1) Period of Insurance (A):	200000
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

Endorsements:

OUT OF POCKET EXPENSES:

It is hereby noted and agreed that the definition of Out of Pocket Expenses is amended as follows:

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 otherwise unforeseeable expenses for Medical Aids, local transportation 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 by the Covered Person or their Parent, up to the maximum amount shown in Section 2B of the Schedule - Additional Cover, Out Of Pocket Expenses, provided that those costs are not insured elsewhere under this Policy, or an expense to which General Exclusion 8 applies.

This benefit only applies to that category of persons listed in category 1 in Section 1 of the Schedule being children that are under the care and supervision of an Educator while the Educator is providing paid family day care services.

In all other respects, the Policy remains unaltered.

NON-MEDICARE MEDICAL EXPENSES

If during the Period of Insurance and whilst the person is a Covered Person acting on behalf of the Policyholder to:

- provide services, without payment, to an educational, religious, charitable or benevolent organisation; or
- engage in a sporting activity:
 - in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity; or
 - as an official, or otherwise to assist in the conduct of the sporting activity; or
 - in his or her capacity as an elected or appointed official of a sporting organisation; or
- engage in youth activities organised by a voluntary organisation (for example, the Scout Association of Australia); or
- engage in student activities at an educational institution; or
- undertake an activity that is part of an employment, education, training or

youth program, or initiative, administered or funded by the Commonwealth, including specialist employment services for people with disabilities (where a law of a State or Territory relating to workers compensation does not apply), 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.

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).

Non-Medicare Medical Expenses means expenses:

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

- o Medical
- o Surgical
- o X-ray
- o Chiropractic
- o Osteopathic
- o Physiotherapy
- o Hospital
- o Nursing Treatment

But does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the Bodily Injury referred to in (a) 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.

Tooth definition

The definition of tooth is amended to read:
Tooth means a sound and natural permanent tooth or a 'milk tooth' but does not include dentures, implants and dental fillings.

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 administrate 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

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 24 May 2019. 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 (the **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 www.codeofpractice.com.au and on request.

3. Our agreement with the Policyholder

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 9 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 which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

This PDS, the Policy Wording, the current Schedule and any other documents We may issue to the Policyholder all 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.

4. 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 if a Covered Person suffers from an Event included in the Table of Events as a result of a Bodily Injury and an amount for that Event in respect of that Covered Person is shown in the Schedule. Please see the Policy Wording and the Schedule for details of coverage in respect of each category of Covered Person.

A number of additional benefits may also be payable under the additional cover provided as set out in the Policy.

The Cover in the Policy is subject to certain 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
- Examples of terms, conditions and exclusions in the Policy include:

- 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; and
- We will only cover Events which occur within twelve (12) months of the Bodily Injury and where the Bodily Injury occurs during the Period of Insurance.

We will not pay any benefits with respect to any loss, damage, liability, Event or Bodily Injury which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth).

Refer to page 24 General Provisions Applicable to the Policy for details. Please read the PDS and the full policy wording to decide whether this cover is right for you.

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

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:

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

Any person who may be eligible to be a Covered Person 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:

- begins from the time the relevant person meets the criteria specified in the Schedule for a Covered Person and becomes a Covered Person; and
- ends at the earliest of the following events:
 - when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person; or
 - at the end of the Period of Insurance; or
 - when the Policy is cancelled by Us or the Policyholder.

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

6. Group Insurance Policy

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

7. Cooling Off

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 this PDS and page 25 Cancellation clause).

8. Cancellation of the Policy

A Policy may be cancelled in one of two (2) ways:

- When the Policyholder can cancel
The Policyholder can cancel the Policy at any time by notifying Us in writing. The cancellation will take effect on the date that the notice of cancellation is provided to Chubb.
- When Chubb can cancel
Chubb may cancel a Policy by giving the Policyholder written notice to the address on file and in accordance with the *Insurance Contracts Act 1984* (Cth), including where the Insured:
 - breaches the Duty of Disclosure;
 - breaches a provision of their Policy (including non-payment of premium); or
 - makes a fraudulent claim under any policy of insurance.

If Chubb cancels, Chubb will refund the premium for the Policy less an amount to cover the period for which an Insured is covered under the Policy.

An Insured's Policy continues for the Period of Insurance unless cancelled.

9. 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.

10. 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.

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, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

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 service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your 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 (Chubb Group of Companies), or 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.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose 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 Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www2.chubb.com/au-en/footer/privacy.aspx and return to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

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:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907
Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

11. Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following

complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure

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 us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O 1800 815 675
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute 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.

Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. 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
O 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.

12. 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 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.

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.

13. 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 <https://www.fcs.gov.au> for more information.

14. 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 except in limited cases.

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.

15. 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".

16. 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.

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact us so that you can be informed of the duty of disclosure that applies to you.

Policy Wording

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.

Benefit Period means the maximum period of time for which a benefit is payable under an Event.

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 or any Pre-Existing Medical Condition.

Cancer means a malignant tumor characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a written positive diagnosis by a Doctor who is certified as an oncologist. This includes Leukemia, Hodgkin's Disease and invasive melanoma but does not include:

- carcinoma in situ;
- Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- prostate cancer diagnosed as T1 N0 M0 or equivalent staging; or
- a recurrence or metastasis of a cancer which was originally diagnosed prior to the Covered Person first meeting the criteria for a Covered Person under this Policy.

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 where the opposing parties are of different ethnic religious or idealistic groups.

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.

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 operation of Section 48 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 Covered Person's attending dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

- the Policyholder; or
- the Covered Person; or
- a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- an Employee of the Policyholder.

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

- the Policyholder; or
- the Covered Person; or
- a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- an Employee of the Policyholder.

Educator means a person who:

- is qualified and registered with the relevant authorities to provide family day care services;
- is a paid and registered member of the Policyholder; and
- has applied for coverage under, and paid the relevant premium in respect of, the Family Day Care Australia Limited Personal Accident Insurance policy.

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 an Event giving rise to a claim during and for which no benefits are payable.

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

- an eye, total and Permanent loss of all sight in the eye; (c) hearing, total and Permanent loss of hearing;
- speech, total and Permanent loss of the ability to speak; 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-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 is/was the Covered Person's primary care giver 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 twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

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 disability has lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

Policy means this PDS and this 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 immediately prior to becoming a Covered Person under the Policy; or
- a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of in the three (3) months immediately 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 registered with the Policyholder and covered under a group personal accident and sickness 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 and sickness 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.

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

Sickness means any illness or disease of the Covered Person occurring during the Period of Insurance and whilst the person is a Covered Person.

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.

Specially Designated List means names of a person, entities, groups, or corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

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 cohabited for a period of three (3) months or more at the time of loss.

Tooth means a sound and natural permanent 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.

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 terms, conditions and exclusions of this Policy 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 and/or C, and:

- the Event occurs within twelve (12) months of the date of the Bodily Injury;
- the Bodily Injury occurs during the Period of Insurance; and
- an amount is shown in Section 2A of the Schedule in respect of that Event for that category of Covered Person,

We will pay an amount referable to the percentage of the corresponding benefit shown in the Table of Events as against the corresponding amount in the Schedule.

Table of Events

Part A - Lump Sum Benefits	
Cover for an Event under this Part applies only if an amount for that Event is shown in the Schedule against Part A - Lump Sum Benefits. This benefit applies to both categories of Covered Person.	
Events	Benefits
Note: the following Event(s) must occur at or within twelve (12) months from the date of the Bodily Injury.	The percentage of the amount shown in Section 2A of 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 dentures	1% to a maximum of \$10,000 in total.

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 no fewer than three (3) Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two (2) will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three (3) opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.
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Part B - Fractured Bones - Lump Sum Benefits	
Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part B - Fractured Bones - Lump Sum Benefits. This benefit only applies to that category of persons listed in Category 1 in Section 1 of the Schedule being children that are under the care and supervision of an Educator while the Educator is providing paid family day care services	
Events	Benefits
Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown in Section 2A of the Schedule - Part B - Fractured Bones - Lump Sum Benefits (Per Covered Person).
20. Neck, skull or spine (Complete Fracture)	100%
21. Hip	75%
22. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
23. Cheekbone, shoulder or Simple Fracture, Hairline Fracture or Other Fracture of neck, skull or spine	30%
24. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
25. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
26. Nose or collarbone	20%
27. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	10%
28. 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 in Section 2A of the Schedule against Part B - Fractured Bones - Lump Sum Benefits.

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount as set out in Section 2A of the Schedule against Part B - Fractured Bones - Lump Sum Benefits, We will pay an additional benefit of 5% of the amount shown in Section 2A of the Schedule against Part B - Fractured Bones - Lump Sum Benefit

Part C - Loss of Teeth or Dental Procedures - Lump Sum Benefits	
Cover for an Event under this Part applies only if an amount is shown in the Schedule against Part C - Loss of Teeth or Dental Procedures - Lump Sum Benefits. This benefit only applies to that category of persons listed in category 1 in Section 1 of the Schedule being children that are under the care and supervision of an Educator while the Educator is providing paid family day care services	
Events	Benefits
Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown in Section 2A of the Schedule - Part C - Loss of Teeth or Dental Procedures - Limit Per Tooth (Per Covered Person).
29. Loss of teeth or full capping of teeth	100%
30. Partial capping of teeth	50%

The maximum benefit payable:

- per Tooth shall be limited to the amount shown in Section 2A of the Schedule against Part C - Loss of Teeth or Dental Procedures - Limit per Tooth; and
- for any one (1) Bodily Injury resulting in loss of teeth or dental procedures shall be the amount shown in Section 2A of the Schedule against Part C - Loss of Teeth or Dental Procedures - Lump Sum Benefits.

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 whatsoever 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 Policyholder or 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 the Covered Person did not die as a result of a Bodily Injury.

3. Visitors Benefit

If during the Period of Insurance a third party visits the Covered Person's premises in a business capacity and sustains a Bodily Injury which would, had the visitor been a Covered Person, resulted in a benefit being paid under Event 1 or Event 2, We agree to pay the Policyholder the benefit amount shown in Section 2B of the Schedule against Additional Cover, Visitors Benefit.

This benefit only applies to that category of Covered Persons listed in category 2 in Section 1 of the Schedule being an Educator.

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 Policyholder or the estate of the Covered Person up to the amount shown in Section 2B of the Schedule against Additional Cover, Funeral Expenses for:

- all reasonable funeral, burial or cremation and associated expenses; or
- 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.

This benefit applies to both categories of persons described as Covered Persons in Section 1 of the Schedule.

5. 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 Policyholder the amount shown in Section 2B of the Schedule against Additional Cover, 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 Section 2B of the Schedule against Additional Cover, Terrorism Injury Benefit.

This benefit applies to both categories of persons described as Covered Persons in Section 1 of the Schedule.

6. 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 otherwise unforeseeable 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 by the Covered Person or their Parent, up to the maximum amount shown in Section 2B of the Schedule - Additional Cover, Out Of Pocket Expenses, provided that those costs are not insured elsewhere under this Policy, or an expense to which General Exclusion 8 applies.

This benefit only applies to that category of persons listed in category 1 in Section 1 of the Schedule being children that are under the care and supervision of an Educator while the Educator is providing paid family day care services.

7. Childcare Benefit

If during the Period of Insurance and 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, 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:

- 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
- 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 Section 2B of the Schedule against Additional Cover, Childcare Benefit.

This benefit is subject to an Excess Period of three (3) days and a maximum Benefit Period of fifty-two (52) weeks.

This benefit only applies to that category of Covered Persons listed in category 1 in Section 1 of the Schedule being children that are under the care and

supervision of an Educator while the Educator is providing paid family day care services.

8. 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 directly results in medically-necessary reconstructive or cosmetic surgery, and a benefit being paid under Events 2 to 19, We will pay the Policyholder or 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 Section 2B of the Schedule against Additional Cover, Reconstructive or Cosmetic Surgery Benefit.

The Reconstructive or Cosmetic Surgery Benefit will be payable only once in respect of any one (1) Accident.

This benefit only applies to that category of persons listed in category 1 in Section 1 of the Schedule being Children that are under the care and supervision of an Educator while the Educator is providing paid family day care services.

9. Cancer Benefit

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person first suffers from Cancer for the first time, We will pay the Covered Person the benefit amount shown in Section 2B of the Schedule against Additional Cover, Cancer Benefit, provided that:

- neither the diagnosis of Cancer, nor the manifestation of any symptoms or conditions which subsequently result in an investigation leading to the diagnosis of Cancer, occur within the first ninety (90) days that a Covered Person first met the criteria for a Covered Person under this Policy;
- the Cancer is not directly or indirectly caused by any Pre-Existing Condition;
- the Covered Person survives for a period of at least thirty (30) days following the diagnosis of Cancer; and
- the Covered Person has not previously qualified for a benefit amount under the Cancer Benefit.

This benefit only applies to that category of Covered Persons listed in category 2 in Section 1 of the Schedule being an Educator.

10. ChubbCARE: Health & Wellbeing Platform

ChubbCARE is an online health and wellbeing platform that can be accessed by Covered Persons for health and wellbeing information and features. ChubbCARE aims to provide tools, information and resources to assist Covered Persons in making positive changes to their own physical and mental health.

ChubbCARE can be used to:

- Download a range of healthy eating recipes
- Access a library of health-related articles
- Contact certain health professionals with questions related to diet and exercise
- Access weight loss and fitness programs for all levels
- Learn about mental health issues relevant to home, work and family life
- Access information to promote muscle and joint health
- Find and follow lifestyle improvement programs targeting sleep, stress, nutrition and physical activity

Visit www.chubbhealthandwellbeing.com.au

General Conditions Applicable to the Policy

- 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.
- Benefits shall not be payable for more than one of Events 1-19 in respect of the same Bodily Injury.
- Where, in relation to benefits payable for Event 2, We do not agree with the opinion given by the Doctor, We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor (authorised by Us) forms an opinion that is contrary to the opinion of the initial Doctor, We will obtain an independent Doctor's opinion which will be the opinion used for the purposes of the definitions of Permanent Total Disablement.
- 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.
- 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:

- Results from a Covered Person flying or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers.
- Results from a Covered Person training for and/or participating in Professional Sport of any kind.
- Results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or a Covered Person.
- Results from a Covered Person suffering from any stress or psychiatric condition, including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease or associated disorders.

5. Results from War or Civil War.
6. Are covered by:
 - a) Medicare;
 - b) any workers compensation legislation;
 - c) any transport accident legislation;
 - d) any common law entitlement;
 - e) any government sponsored fund, plan or medical benefit scheme; or
 - f) any other insurance policy required to be effected by or under law;
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.

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.

Aggregate Limit of Liability

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 Section 3 of the Schedule - Aggregate Limit of Liability (A).

In the event that claims are made under the Policy which exceed the Aggregate Limit of Liability in Section 3 of the Schedule, We shall reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

Assistance and Co-operation

The Policyholder and Covered Persons shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of suits 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. In that regard, the Policyholder and Covered Persons (where relevant) 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 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, and in accordance with the Insurance Contracts Act 1984. Such cancellation is to take effect at the earlier of the following times:

- the time when another policy of insurance between the Policyholder and Chubb or some other insurer, being a policy that is intended by the Policyholder to replace this Policy, is entered into; or
- 4.00pm on the thirtieth business day after the day on which notice was given to the Policyholder.

If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less any statutory charges and taxes that cannot be refunded and less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We reserve the right not to refund any Premium, or only a portion of the Premium, if We have paid a benefit under the Policy.

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 increases the risk of a claim being made under this Policy.

Claim Offset

Except for Part A – Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, Event or 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.

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 doing all things to avoid or reduce any loss under the Policy.

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. 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.

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.

If any loss, damage, costs or expenses sustained is insured under any other policy entered into by the Policyholder and/or Covered Person, whether prior or current, then to the extent permitted by the *Insurance Contracts Act 1984* (Cth), this Policy, subject to its limitations, conditions, provisions and other terms, will only cover such loss, damage, costs or expenses to the extent that the amount involved is in excess of the amount of such other insurance.

If any loss, damage, costs or expenses sustained is insured under any other policy effected on behalf of the Policyholder and/or Covered Person or under which the Policyholder and/or Covered Person is a third party beneficiary, whether prior or current, then to the extent permitted by the *Insurance Contracts Act 1984* (Cth) this Policy of, subject to its limitations, conditions, provisions and other terms, will only cover such loss, damage, costs or expenses to the extent that the amount involved is in excess of the amount of such other insurance.

Nothing in this clause applies to such other insurance that is written specifically as excess insurance over the Aggregate Limit of Liability set out in Section 3 of the Schedule.

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

Chubb will not be deemed to provide cover and will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb or its parent company or ultimate holding company of Chubb) to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or any trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

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 all of the Claimant's rights to recovery 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 necessary 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 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 protect and individuals purchasing travel and personal accident insurance.

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

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