

# I M A L I A

## FAMILY DAY CARE PERSONAL ACCIDENT INSURANCE

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PRODUCT DISCLOSURE STATEMENT & POLICY WORDING

**V3.00**

Contact Imalia on 1300 302 952 or [cap@imalia.com.au](mailto:cap@imalia.com.au)





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# Product Disclosure Statement (PDS)

## THE PURPOSE OF THIS PDS

This Product Disclosure Statement (PDS) contains important information about the Individual Personal Accident and Travel Policy (Policy). This PDS sets out significant Benefits of the Policy.

It is designed to help You decide if the insurance is right for You. For full details of the Benefits, limitations, exclusions, terms and conditions of the Policy, read the Policy Wording carefully before deciding whether to purchase the insurance.

## THE COVERHOLDER

Imalia Pty Ltd - ABN 41 147 857 878 holds an Australian Financial Service Licence (Licence No. 451867) and is authorised to arrange, issue and provide general advice on general insurance products to Australian residents.

## ABOUT LLOYD'S

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Around 80 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement it has made under the General Insurance Code of Practice.

This Policy is underwritten by **certain Underwriters at Lloyd's**.

## THE GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia has developed a General Insurance Code of Practice, to which Lloyd's Australia Ltd is a signatory. The General Insurance Code of Practice aims to raise the standards of practice and service in the insurance industry and includes many standards in relation to:

- buying insurance;
- standards for Our employees and authorised representatives;
- standards for Our service suppliers;
- claims;
- financial hardship;
- catastrophes;
- information and education;
- complaints and disputes;
- code governance;
- monitoring, enforcement and sanctions; and
- access to information.

You can obtain a copy of the Code from Imalia or by visiting the website at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## WHAT YOU MUST TELL US

When answering Our questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers to decide whether to insure You and on what terms.

## WHO NEEDS TO TELL US

It is important that You understand You are answering Our questions in this way for yourself and anyone else whom You want to be covered by the insurance.

## IF YOU DO NOT TELL US

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel Your insurance.

If You answer the questions fraudulently, We may refuse to pay a claim and treat Your insurance as if it never existed.

## HOW TO MAKE A CLAIM

It is Our aim to give You peace of mind by providing an efficient, effective and helpful claims service.

You must notify Imalia within thirty (30) days of an event that is likely to give rise to a claim by visiting Imalia's website at [www.imalia.com.au](http://www.imalia.com.au) and follow the prompt to "How to make a claim". Alternatively,

Phone: 1300 302 952

Email: [help@imalia.com.au](mailto:help@imalia.com.au)

Post: Imalia Pty Ltd  
Suite 1802, 45 Clarence Street  
Sydney NSW 2000

Office hours are 09.00 to 17.00 (EST) Monday to Friday excluding bank holidays.

If it is not possible to notify Imalia within that time, You must notify them as soon as reasonably possible.

## WHAT THE POLICY COVERS

Refer to the Policy Wording for full details of Benefits, terms, conditions and exclusions.

### Part A. Lump Sum Benefits

| The Events   |   | Benefit       |
|--|---|---------------|
| The following Event(s) must occur as a direct and immediate result of the accident |   | Amount        |
| 1.   | Accidental Death  | \$20,000      |
| 2.   | Permanent Quadriplegia/Paraplegia   | \$20,000      |
| 3.   | Permanent and incurable paralysis of all Limbs  | \$20,000      |
| 4.   | Permanent Loss of sight in one (1) or both eyes   | \$20,000      |
| 5.   | Permanent Loss of use of one (1) or more Limbs  | \$20,000      |
| 6.   | Loss of lens of both eyes one   | \$20,000      |
|  | b) (1) eye  | \$10,000      |
| 7.   | Permanent Loss of hearing in  |               |
|  | a) both ears  | \$15,000      |
|  | b) one (1) ear  | \$ 7,500      |
| 8.   | Permanent and total Loss of Use of four (4) Fingers and Thumb of either Hand  | \$15,000      |
| 9.   | Permanent and total Loss of Use of four (4) Fingers of either Hand  | \$10,000      |
| 10.  | Burns;<br>Third degree burns and/or resultant disfigurement which covers more than (40%) percent of the entire external body. | \$15,000      |
| 11.  | Permanent and total Loss of Use of Thumb of either Hand;  |               |
|  | a) Both joints  | \$7,500       |
|  | b) One joint  | \$3,550       |
| 12.  | Permanent and total Loss of Use of Fingers of either Hand;  |               |
|  | a) Three (3)  | \$3,500       |
|  | b) Joints two (2)   | \$2,000       |
|  | c) Joints one (1)   | \$1,000 joint |
| 13.  | Permanent and total Loss of Use of Toes of either Foot  |               |
|  | a) all one (1) Foot great Toe –   | \$5,000       |
|  | b) both joints great Toe – one  | \$2,000       |
|  | c) (1) joint other than great   | \$1,250       |
|  | d) each Toe   | \$ 500        |
| 14.  | Fractured leg or patella with established non-union   | \$ 5,500      |

|     |                                   |          |
|-----|-----------------------------------|----------|
| 15. | Shortening of leg by at least 5cm | \$ 2,500 |
|-----|-----------------------------------|----------|

## Part B - Injury Resulting in Fractured Bones

| The Events  |  | Benefit Amount |
|---|--|----------------|
| The following Event(s) must occur as a direct and immediate result of the Accident<br>12 months of the date of Accident |  |                |
| 16.   | Complete Fracture of Neck or Spine                               | \$20,000       |
| 17.   | Other Fracture of hip or Pelvis                                  | \$10,000       |
| 18  | Cheekbone, shoulder or Hairline Fracture of neck, skull or spine | \$ 5,500       |
| 19.   | Collar bone, upper leg   | \$ 5,500       |
| 20.   | Upper arm, lower leg, patella, forearm or elbow                  | \$ 3,500       |

## Part C - Lump Sum Benefits

| The Events   |                  | Benefit Amount |
|--|------------------|----------------|
| The following Event(s) must occur as a direct and immediate result of the Accident |                  |                |
| 1.   | Accidental Death | \$200,000      |

## WHAT THE POLICY DOESN'T COVER

Refer to the Policy Wording for full details of Benefits, terms, conditions and exclusions. No Benefits are payable under the Policy where the Injury:

|   |   |
|---|---|
| War, Civil War or Terrorism             | Occurs as a result of War or warlike operations, Civil War, Terrorism or revolution.  |
| Intentional or self-                    | Is deliberately self-inflicted or intentionally caused by You.  |
| From any illegal and/or criminal acts   | Results from any illegal and/or criminal acts committed by You, a Spouse/Partner and/or Dependent Children.   |
| Age limits                              | After You reach eighty (80) years of age.   |
| Pre-Existing Conditions                 | Results from Pre-Existing Conditions as defined.  |
| Sexually transmitted diseases, AIDS/HIV | Is a sexually transmitted disease, A.I.D.S or H.I.V.  |
| Stress, depression or anxiety           | Causes neurosis, psychoneurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition that is a consequence of the Treatment of these conditions. |
| Nuclear exposure or radioactivity       | Occurs as a result of the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from.   |
| Health Insurance Act                    | Results in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953.  |



## COOLING OFF PERIOD

**You** can tell **Us** to cancel **Your** Policy within 21 days of inception. If **You** choose to cancel Your Policy, **We** will refund the premium **You** paid to **Us** in full, provided that:

- No care has taken place during the policy period: and
- **You** have not made a claim or taken benefit from any part of the policy.

## OVERDUE PREMIUM

**Your** Premium for this insurance must be paid within 30 days from the due date otherwise **You** are not entitled to make a claim and **We** may cancel **Your** insurance.

## COSTS

The Premium payable by **You** will be stated on Your Schedule. The Premium is calculated taking into consideration a number of risk factors including **Your** age, the Waiting Period chosen, the sums insured and **Your** previous insurance history.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include GST, stamp duty, and any other charges.

## RENEWALS

Please note **Your** Policy duration is set out on **Your** Policy Schedule. When **Your** Policy is due for renewal **We** or **Your** broker will contact **You** in writing about **Your** upcoming Policy renewal. **We** will do so at least twenty one (21) days before **Your** Policy ends. In the unlikely event that **We** do not wish to invite renewal **We** will still write to **You** confirming why **We** do not wish to invite renewal at least twenty one (21) days before **Your** Policy ends.

## LANGUAGE

Unless otherwise agreed in writing the language of **Your** Policy and any communication throughout the duration of the Policy will be in English.

## DISPUTE RESOLUTION PROCESS

### About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications.

You can obtain a copy of the code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

Our aim is to provide the highest service to Our Australian policyholders and, to this end. We have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.



## How can we help You?

There are established procedures for dealing with complaints and disputes regarding Your policy or claim.

## Complaints

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Imalia Pty Ltd in the first instance:

### **Complaints Officer**

Carole-Anne Priest

Imalia Pty Ltd

Email: [cap@imalia.com.au](mailto:cap@imalia.com.au)

Phone: 0438 630 315

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

## EXTERNAL DISPUTE RESOLUTION

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Phone: (02) 8298 0783

Post: Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Post: GPO Box 3

Melbourne VIC 3001

Web: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the

Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

## How much will this procedure cost You?

This service is free of charge to policyholders.

### Claims

In the event of a claim arising under this Insurance immediate notice should be given to:

Carole-Anne Priest

Email: [cap@imalia.com.au](mailto:cap@imalia.com.au)

Phone: 1300 302 952

## PRIVACY STATEMENT

The data privacy statement set out below refers to Our data privacy policy in dealing with **Your** information and processing of **Your** insurance policy, this may differ from the data privacy policy of **Your** broker as set out on their website.

In this Privacy Statement the use of “**we**”, “**us**” and “**our**” means the Insurer and Imalia unless specified otherwise.

We are committed to protecting **Your** privacy.

We need to collect, use and disclose **Your** personal information (which may include sensitive information) in order to consider **Your** application for insurance and to provide the cover **You** have chosen, administer the insurance and assess any claim. **You** can choose not to provide Us with some of the details or all of personal information, but this may affect **Our** ability to provide the cover, administer the insurance or assess a claim.

The primary purpose for collection and use of **Your** personal information is to enable **Us** to provide insurance services to **You**.

Personal information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from insurance intermediary or co-insureds). If **You** provide personal information for another person **You** represent to **Us** that:

- You have the authority from them to do so and it is as if they provided it to Us;
- You have made them aware that **You** will or may provide their personal information to Us, the types of third parties **We** may provide it to, the relevant purposes **We** and the third parties **We** disclose it to will use it for, and how they can access it. If it is sensitive information **We** rely on **You** to have obtained their consent on these matters. If **You** have not done or will not do either of these things, **You** must tell Us before **You** provide the relevant information.

Imalia’s Privacy Policy, which is available at [www.imalia.com.au](http://www.imalia.com.au) or by calling Imalia, sets out how:

- Imalia protects **Your** personal information;
- You may access **Your** personal information;
- You may correct **Your** personal information held by **Us**;
- You may complain about a breach of the Privacy Act 1988 (Cth) or Australian Privacy Principles and how Imalia will deal with such a complaint.

If **You** would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Imalia’s Privacy Officer by:

Phone: 1300 302 952  
Email: [help@imalia.com.au](mailto:help@imalia.com.au)  
Post: Imalia Pty Ltd  
Suite 1802, 45 Clarence Street  
Sydney NSW 2000

You can also download a copy of Imalia’s Privacy Policy by visiting [www.imalia.com.au](http://www.imalia.com.au)

## Further Information

If **You** have any questions or would like further information about the Policy or the PDS, **You** may contact Imalia by visiting [www.imalia.com.au](http://www.imalia.com.au) or by emailing: [help@imalia.com.au](mailto:help@imalia.com.au)

You can also call Helen Wiseman of Imalia on 1300 302 952 or write to Imalia at the following address:

Imalia Pty Ltd

Suite 1802, 45 Clarence Street

Sydney NSW 2000

# POLICY WORDING PERSONAL ACCIDENT

## DEFINITIONS

For the purpose of the Policy, the following important definitions apply when used in this Policy Wording. Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear capitalised;

**ACCIDENT and ACCIDENTAL** means a sudden, violent, external and identifiable event that occurs fortuitously and directly from a Family Day Care Educator activity during the Period of Insurance and which solely, directly and independently of any other cause, results in an Injury to the Insured Family Day Care Educator or a Child/children under the Insureds care and Personal Accident for Children has been purchased and is detailed in the Schedule.

**ACCIDENTAL DEATH** means the death of the Insured Family Day Care Educator or a child/children under the Insureds care and Personal Accident for Children has been purchased and is detailed in the Schedule as a result of an Accident.

**ACT OF TERRORISM** means an act or preparation in respect of an action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or disrupt an electronic system.

**ADDITIONAL EXPENSES** means expenses necessarily incurred by an Insured, or if Personal Accident for Children is purchased, the expenses necessarily incurred by the Insured Childs parents or guardian as a direct result of an Injury covered by the Policy:

- a) that are not Medical Expenses or related to Medical Expenses; and
- b) that are incurred by the Insured up to twelve (12) consecutive calendar months from the date of Injury; and
- c) that are deemed necessary by the treating Medical Practitioner;
- d) but does not include expenses:
  - i. that are not incurred as a direct result of an Injury and **We** consider are not necessary in the recovery from an Injury;
  - ii. for the prevention of future Injury(ies);
  - iii. that **We** are prohibited from paying by either the Private Health Insurance Act 2007 (Cth), or the Health Insurance Act 1973 (Cth), or the National Health Act 1953 (Cth);
  - iv. that are recoverable by the Insured from any other source.

**BENEFIT(S)** means any Benefit to which the Insured person is entitled under the Policy.

**CIVIL WAR** means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

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

DEPENDENT CHILDREN means an Insured person's and/ or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the Insured Person for maintenance and support.

It also means the Insured person's and/or Spouse/ Partner's unmarried children over nineteen years (19) of age who are physically or mentally incapable of self-support.

DISABILITY means either of Temporary Total Disablement or Temporary Partial Disablement.

DOMESTIC DUTIES means the usual and ordinary Domestic Duties undertaken by someone as a homemaker and could include child-minding and home help services.

FAMILY DAY CARE EDUCATOR means being actively engaged (paid) in the care of children by way of an Agreement with the parent or guardian of such child/children whilst acting in their capacity as:

- a) a Family Day Care Educator

EVENT(S) means the Event(s) described in the Table of Events in this Policy Wording.

EXCESS means the amount stated under "Part D - Non-Medicare Medical Benefit" which will be deducted from each claim against this section of the Policy. The Excess amount is applied once per claim per Accident.

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.

INJURY means a bodily injury caused solely by an Accident which occurs independently of any other cause or condition during the Period of Insurance, and which results in any of the Events set out in the Table of Events shown under Parts A, B and/or C within twelve (12) months of the Accident. Injury does not include a Sickness unless the Sickness is directly caused by medical or surgical Treatment rendered necessary by an Injury and is not otherwise excluded under the Policy.

INSURED means the person or entity named as such on the Schedule. INSURED CHILD means the child/children in the care of the Insured.

LOSS OF USE means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the table of Events.

LIMB(S) means the entire Limb between and including the shoulder and wrist or between and including the hip and ankle.

MEDICAL EXPENSES means expenses certified as necessary by a Medical Practitioner, incurred by the Insured up to twelve (12) consecutive calendar months from the date of an Injury, provided the expenses:

- a) are for private hospitals fees (including accommodation), dentists, ambulance or emergency transport services, orthotic services prescribed by a surgeon, or physiotherapy, chiropractic, osteopath, naturopath and massage services after referral by the treating Medical Practitioner;
- b) are incurred as a direct result of an Injury covered by this Policy which occurs while the Insured is engaged in Educator Activities;
- c) are incurred during the period that the Insured person is certified by a Medical Practitioner as suffering a Disability;
- d) do not include expenses:
  - v. payable in respect of the Medicare Gap;
  - vi. for the prevention of future Injury(ies);
  - vii. recoverable from any private health insurance fund, ambulance service or from any other source;
  - viii. that We are prohibited from paying by either the Private Health Insurance Act 2007 (Cth) or the Health Insurance Act 1973 (Cth) or the National Health Act 1953 (Cth).

MEDICARE GAP means any expenses or part of any expenses for which a Medicare Benefit is paid or is payable including the balance of monies due or payable by the Insured after the deduction of any Medicare Benefit or rebate from the actual expenses incurred.

MEDICAL PRACTITIONER means a person legally qualified and registered to practice medicine as a Medical Practitioner in Australia and is a person other than the Insured, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as Medical Practitioners.

OTHER FRACTURE means any fracture other than a Complete Fracture or a Hairline Fracture.

PARAPLEGIA means the Permanent Loss of Use of both legs and the Permanent Loss of Use of the whole or part of the lower half of the body.

PERIOD OF INSURANCE means the period stated in the Schedule.

PERMANENT means having lasted twelve (12) consecutive calendar months and at the expiry of that period is certified by a Medical Practitioner as being beyond hope of improvement.

PERMANENT TOTAL DISABLEMENT means total Disablement which is Permanent and is caused solely by an Accidental Injury and which entirely prevents the Insured person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

POLICY means this Policy Wording, the Schedule and any other documents such as endorsements that We may issue and advise will form part of the Policy.

POLICY WORDING means this document.

PRE-EXISTING CONDITION means any illness, disease, syndrome, musculo-skeletal, physical or other condition, including any symptoms which;

- a) the Insured person is aware or a reasonable person in the circumstance would be expected to have been aware; or



- b) which the Insured person has sought or received medical attention, undergone tests or taken prescribed medication;

in the twelve (12) months prior to being first covered under this Policy.

PREMIUM means the Premium as stated in the Schedule that is payable by the Insured for this Policy within 30 days of the due date.

QUADRIPLEGIA means Permanent, total and entire paralysis of both arms and both legs.

SALARY means the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or Temporary Partial Disablement or during such shorter period as the Insured person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:

- a) in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances before any salary sacrifice deductions.
- b) in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

SCHEDULE means the current Schedule attaching to and forming part of the Policy that We give to the Insured, including any endorsements, which contains the details of the cover specific to the Insured.

SEEK EMPLOYMENT means the Insured Person being registered with the government agency or department which is responsible for providing employment services and/or a recruitment agency and then providing Us with proof of a minimum of two (2) new job applications per week.

SICKNESS means any illness, disease or syndrome suffered by the Insured person that is directly caused by medical or surgical Treatment rendered necessary by an Injury, and is not otherwise excluded under the Policy.

SPOUSE/PARTNER means the Insured person's husband or wife living with the Insured person or any person of either sex living in a de facto marital relationship with the Insured person.

TEMPORARY PARTIAL DISABLEMENT means that in the opinion of a Medical Practitioner and as a result of an Injury, the Insured person is temporarily and continuously prevented from engaging in a substantial part of their Usual Occupation, and they are under the care of and acting in accordance with the instructions and/or advice of a Medical Practitioner.

TEMPORARY TOTAL DISABLEMENT means that in the opinion of a Medical Practitioner and as a result of an Injury, the Insured person is wholly and continuously prevented from engaging in their Usual Occupation, and they are under the care of and acting in accordance with the instructions and/or advice of a Medical Practitioner.

TREATMENT means the receipt of medical advice, assistance, therapy or rehabilitation through a Medical Practitioner arising from an Injury. This includes the consumption of prescribed or over-the-counter medication, drug or alternative product used to treat the condition.

UNDERWRITER(S) means Ascot Syndicate 1414 (the insurer) a Lloyd's syndicate.

USUAL OCCUPATION means the income-producing occupation in which the Insured person was predominantly engaged immediately prior to the commencement of Disability.

WAR means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

WE/OUR/US means the Underwriters.

YOU/YOUR means the Insured named in the Schedule. If Personal Accident for Children is noted on the Schedule, will also include the Children under the Care of the Family Day Care Educator.

## PERSONAL ACCIDENT FOR CHILDREN

### INJURY COVER

If during the Period of Insurance the Insured Child/Children suffers an Injury which results in any of the Events set out in the Table of Events, **We** will pay the parent/guardian of the Child (or in the case of Accidental Death) the Benefits specified under the Table of Events Parts A, B, and C, provided that;

- 1) the Insured has paid or agreed to pay the Premium required for this insurance; and
- 2) the Event occurs whilst on a Journey or being actively engaged in a Family Day Care Educator related activity; and
- 3) The Event occurs within 12 consecutive calendar months from the date of the Accident.

## TABLE OF EVENTS

### Part A - Lump Sum Benefits

| The Events<br>The following Event(s) must occur as a direct and immediate result of the Accident |   | Benefit Amount |
|--|---|----------------|
| 1.   | Accidental Death  | \$20,000       |
| 2.   | Permanent Quadriplegia/Paraplegia   | \$20,000       |
| 3.   | Permanent and incurable paralysis of all Limbs  | \$20,000       |
| 4.   | Permanent Loss of sight in one (1) or both eyes   | \$20,000       |
| 5.   | Permanent Loss of use of one (1) or more Limbs  | \$20,000       |
| 6.   | Loss of lens of   |                |
| a)   | both eyes   | \$20,000       |
| b)   | one (1) eye   | \$10,000       |
| 7.   | Permanent Loss of hearing in;   |                |
| a)   | both ears   | \$15,000       |
| b)   | one (1) ear   | \$ 7,500       |
| 8.   | Permanent and total Loss of Use of four (4) Fingers and Thumb of either Hand  | \$15,000       |
| 9.   | Permanent and total Loss of Use of four (4) Fingers of either Hand  | \$10,000       |
| 10.  | Burns;<br>Third degree burns and/or resultant disfigurement, which covers more than 40 percent of the entire external body. | \$15,000       |
| 11.  | Permanent and total Loss of Use of Thumb of either Hand;  |                |
| a)   | both joints   | \$ 7,500       |
| b)   | one (1) joint   | \$ 3,550       |
| 12.  | Permanent and total Loss of Use of Fingers of either Hand;  |                |
| a)   | three (3) joints two (2) joints   | \$ 3,500       |
| b)   | one (1)   | \$ 2,000       |
| c)   | joint   | \$ 1,000       |
| 13.  | Permanent and total Loss of Use of Toes of either Foot;   | \$ 5,000       |
| a)   | all one (1) Foot great Toe – both joints  | \$ 2,000       |
| b)   | great Toe – one (1) joint other than great  | \$ 1,250       |
| c)   | Toe   |                |
| d)   | – each Toe  | \$ 500         |
| 14.  | Fractured leg or patella with established non-union   | \$ 5,500       |
| 15.  | Shortening of leg by at least 5cm   | \$ 2,500       |

## Part B - Injury Resulting in Fractured Bones

| The Events<br>The following Event(s) must occur as a direct and immediate result of the Accident and 12 months of the date of Accident | Benefit Amount |
|--|----------------|
| 18. Complete Fracture of Neck or Spine   | \$20,000       |
| 19. Other Fracture of Hip or Pelvis  | \$10,000       |
| 20. Cheekbone, Shoulder or Hairline Fracture of Neck, Skull or Spine   | \$ 5,500       |
| 21. Collarbone, Upper Leg  | \$ 5,500       |
| 22. Upper arm, Lower leg, Patella, Forearm or Elbow  | \$ 3,500       |

## DEATH BENEFIT FOR NANNY, AU PAIR, BABYSITTER OR FAMILY DAY CARE EDUCATOR

### INJURY COVER

If during the Period of Insurance the Insured suffers an Injury which results in Accidental Death, **We** will pay to the Insured's estate the benefit specified the Benefits specified under the Table of Events Part C, provided that;

- the Insured has paid or
- agreed to pay the Premium required for this insurance; and the Event occurs whilst on a Journey or being actively engaged in a Family Day Care Educator Related Activity; and
- the Event occurs within 12 consecutive calendar months from the date of the Accident.

## TABLE OF EVENTS

### Part C - Lump Sum Benefits

| The Events<br>The following Event(s) must occur as a direct and immediate result of the Accident | Benefit Amount |
|--|----------------|
| 1. Accidental Death  | \$20,000       |

### Part D - Additional Benefits

## Bed Care Benefit

If during the Period of Insurance, an Insured child sustains an Injury and is necessarily confined to bed for a period of not less than the 14 days and their Medical Practitioner certifies that it is necessary to be under the continuous care of a registered nurse, who is not related to the Insured or a member of the Insured person's family, We will pay up to \$100 per week for a maximum period of fifty-two (52) weeks from date of confinement. Any payment of this Benefit will be made to the service provider and the expense must be approved by Us in writing before the expense has been incurred. We must receive a copy of a compliant tax invoice and/or receipt for the service before We pay the Benefit.

## Funeral Benefit

If during the Period of Insurance the Insured or Insured Child suffers Accidental Death, We will pay, the reasonable expenses incurred up to \$5,000, for the Insured person's/child funeral, burial or cremation or the cost of returning the Insured person's/child's body or ashes to a place nominated by the Insured person's Spouse/Partner or in the case of the Insured Child the Child's parent/guardian or the legal representatives of the Insured person's estate.

## Out-of-Pocket-Expenses for Non-Emergency events

If during the Period of Insurance the Insured child sustains an Injury which directly results in otherwise unforeseeable expenses for medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment, and Childcare Fees We will pay the actual and reasonable costs incurred up to the maximum amount of \$5000 for any one (1) Injury. In addition, We will pay up to \$5000 for the loss of Salary incurred by a parent/guardian who is required to care for the child as a result of an Injury covered under this policy.

Any payment of this Benefit will be made to the service provider and the expense must be approved by Us in writing before the expense has been incurred. We must receive a copy of a compliant tax invoice and/or receipt for the service before We pay the Benefit.

## EXCLUSIONS

We will not be liable to pay a Benefit to You for an Accident arising or attributed to;

- 1) an Insured engaged in a Professional Sport;
- 2) any Accident which occurs when the Insured person is eighty (80) years of age or over. This will not prejudice any entitlement to claim Benefits for an Event which has arisen before the Insured person has attained the age of eighty (80) years;
- 3) any claim for Events 16 and/or 17 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;
- 4) any claim which results from a sexually transmitted disease or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
- 5) any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the Treatment of these conditions;
- 6) any congenital or degenerative condition even if aggravated or accelerated by an Injury;
- 7) Pre-Existing Conditions as herein defined;
- 8) Engagement in a Family Day Care Educator Activity that happened outside the Commonwealth of Australia.
- 9) The Family Day Care Educator did not have a current working with children check and a current first aid certificate.

- 10) Death or Disability due to Sickness.

## CONDITIONS

- 1) If an Insured Child suffers an Injury resulting in any one (1) of Events 2 to 6.a) or 18, no further Benefits will be payable under Part A – Lump Sum Benefits for any subsequent Injury to that Insured child.
- 2) Benefits shall not be payable for more than one (1) of Events 1 to 15 or Events 18 to 22 in respect of the same Injury, in which case the highest Benefit amount will be paid.
- 3) Any Benefit payable shall be suspended during a period of imprisonment whether served in a state run detention centre or alternate facility including home detention.
- 4) We may require at any time during a period of Disablement that You be examined by an independent Medical Practitioner of Our choosing. The costs associated with the examination will be met by Us however if the Insured child fails to attend the examination for any reason then they will be required to pay any non-attendance costs incurred by Us. Failure to attend the independent medical examination may result in suspension, adjustment, or cessation of Benefits until such time the Insured person attends the independent medical examination.
- 5) The amount of any Benefit payable for Disability will be reduced by the amount of any periodic compensation Benefits payable under any accident compensation scheme. . .
- 6) All Benefits for Events under Part A, B shall be payable to the Insured Childs' parent/guardian.  
Benefits under Part D will be paid to the Insured Child's parent/guardian or as stated in Part D.
- 7) All benefits for Events under Part C Accidental Death shall be payable to such persons and such proportions as the estate of the Insured person shall nominate. Benefits under Part D will be paid to the Insured or as stated in Part D.
- 8) Where an Insured person engaging in a Family Day Care Educator Activity disappears and is not found for a period of at least 12 months after they disappear, the Insured person will be deemed for the purposes of this Policy to have suffered Accidental Death on the date they disappeared and We will pay the Accidental Death Benefit under Part A to their estate or as it directs.
- 9) Should a Benefit be payable under this Policy that is also payable under any other Policy issued by Us, the Benefit will only be payable under one (1) Policy, which shall be the Policy with the highest Benefit limits.
- 10) We will not pay any Benefit that 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).

## GENERAL EXCLUSIONS

- 1) any deliberate or intentional self-injury or suicide;
- 2) any illegal or criminal act committed by the Insured;
- 3) War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or Terrorism;
- 4) the use, existence or escape of nuclear weapons, materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;

## GENERAL PROVISIONS

### Aggregate Limit of Liability

Except as detailed below, Our total liability for all claims arising from any one (1) Event shall not exceed the amount stated on the Schedule against Aggregate Limit of Liability.

In the event that claims made under this insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

### Alteration of Risk

The Insured must advise Us as soon as is reasonably practical of any alteration of the Insured's business activities which increases the risk of an Accident occurring.

### Assistance and Co-operation

An Insured who makes a claim under the Policy shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of lawsuits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of Injury insured under the Policy. In that regard, the Insured as required by us shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at their 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.

### Cancellation

**We** may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth). Cancellation by **Us** takes effect from 4:00pm on the day which is three (3) business days from the date **We** notify **You** in writing.

If the Policy is cancelled by **Us**, **We** will refund the Premium for the Policy less a pro-rata proportion of the Premium to cover the period for which insurance applied. However **We** will not refund any Premium if **We** have paid a claim or Benefit to the Insured under the Policy.

Cover for an Insured will end on the earlier of:

- 1) the end of the Period of Insurance; or
- 2) when **We** cancel this Policy.

### Currency

All amounts stated in the Policy are in Australian dollars (AUD).

### Due Diligence

The Insured must take all reasonable care to prevent an Accident occurring.

### Fraudulent Claims

If the Insured makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then **We** may refuse to pay any such claim.

## Notice of Claim

**You** must notify Imalia within thirty (30) days of an event that is likely to give rise to a claim by visiting their website at [www.imalia.com.au](http://www.imalia.com.au) and follow the prompt to “How to make a claim”. Alternatively, **You** can contact Imalia by;

Imalia Pty Ltd

Phone: 1300 302 952

Email: [cap@imalia.com.au](mailto:cap@imalia.com.au)

Post: Suite 1802, 45 Clarence Street  
Sydney NSW 2000

Office hours are 09.00 to 17.00 (EST) Monday to Friday excluding bank holidays.

If it is not possible to notify Imalia within that time, You must notify them as soon as reasonably possible.

## Other Insurance

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

## Proper Law of the Policy

Your Policy is governed by the laws of the State or Territory of Australia in which You normally reside. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of the State or Territory of Australia in which You normally reside.

## Subrogation

If the Insured brings a claim for damages in their own name against another person arising out of the Accident and the Insured is successful in recovering damages against the other person then the Insured will repay to Us out of any such award of damages the sum they are awarded for loss of Salary or economic loss for the same period during which the Insured person received a Weekly Benefit under this Policy. We will provide reasonable cooperation to the Insured person or their legal advisors in bringing any such action.

## Service of Suit

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Suite 1603, Level 16  
1 Macquarie Place  
Sydney NSW 2000  
who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.



In the event of a claim arising under this Insurance notice should be given as soon as practicable to:

Carole-Anne Priest

Email: [cap@imalia.com.au](mailto:cap@imalia.com.au)

Phone: 1300 302 952

## SANCTION LIMITATION AND EXCLUSION CLAUSE

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

