



# FAMILY DAY CARE INSURANCE PROGRAM FOR EDUCATORS

## IMPORTANT NOTICES

### YOUR DUTY OF DISCLOSURE

#### WHAT YOU MUST TELL US

Under the Insurance Contracts Act 1984 (Cth), the Insured has a Duty of Disclosure. The Insured is required before **You** enter into, renew, vary, extend or reinstate **Your** Policy, to tell the Insurer everything the Insured knows (or could reasonably be expected to know in the circumstances) that is relevant to the Insurers decision to offer insurance and the terms on which insurance is offered to the Insured.

This duty applies before the Insured enters into a contract with the Insurer and also before each time the Insured renews, extends, varies or reinstates the Policy.

The Insured does not have to tell the Insurer about any matter that:

- diminishes the risk;
- is of common knowledge;
- the Insurer already knows or ought to know in the ordinary course of our business as an Insurer; or
- the Insurer indicates it does not want to know.

The law requires the Insured to tell the Insurer everything the Insured knows (or could reasonably be expected to know in the circumstances) which is relevant to the Insurer's decision to offer insurance and the terms on which insurance is offered to the Insured. This duty applies before the Insured enters into a contract with the Insurer and also before each time the Insured renews, extends, varies or reinstates the Policy.

#### 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.

## 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.

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. **We** are bound by the Privacy Act 1988 (Cth), when collecting and handling **Your** personal information. **We** have developed a privacy policy which explains what sort of personal information **We** hold about **You** and what **We** do with it.

**We** will only collect personal information from or about **You** for the purpose of assessing **Your** application for insurance and administering **Your** insurance policy, including any claims **You** make or claims made against **You**. **We** will only use and disclose **Your** personal information for a purpose **You** would reasonably expect.

**We** may need to disclose personal information including confidential medical information relating to **You**, assistant and relief educators, and children in your or their care to **Your** service, other entities within **Our** group, reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, **Our** advisers, **Our** agents, **Our** administrators and those involved in the claims handling process (including assessors, investigators, our lawyers and others), for the purpose of assisting **Us** and them in providing relevant services and products, or the purpose of recovery or litigation. **We** may disclose personal information to people listed as co-insured on **Your** policy and to family members or agents authorised by **You**. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. **We** will request **Your** consent to any other purpose.

By providing **Your** personal information to **Us**, **You** consent to **Us** making the disclosures set out above which require consent. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice. Without **Your** personal information **We** may not be able to issue insurance cover to **You** or process **Your** claim.

**You** also have the opportunity to find out what personal information **We** hold about **You** and, when necessary, correct any errors in this information. Generally, **We** will do this without restriction or charge. For further information about **Our** privacy policy or to access or correct **Your** personal information, please contact **Us** at the following address:

Imalia Pty Ltd  
Level 18, Suite 1802, 45 Clarence Street Sydney NSW 2000  
T 1300 302 952  
Email; [help@imalia.com.au](mailto:help@imalia.com.au)

If **You** believe that **We** have interfered with **Your** privacy in **Our** handling of **Your** personal information **You** may lodge a complaint by contacting **Us**. **We** will attempt to resolve **Your** complaint in accordance with **Our** Privacy Complaints Handling Procedure.

If **You** are not satisfied with the resolution of **Your** complaint or with the way that **We** have handled **Your** complaint through the Privacy Complaints Procedure, **You** may be able to refer the matter to the Office of the Australian Information Commissioner. If **You** would like more information about **Our** Privacy Complaints Procedure please contact **Us**.

## SERVICE OF SUIT CLAUSE (AUSTRALIA)

The Underwriters hereon agree that:

- (i) In the event of a dispute arising under this Policy, Underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon

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NSW 2000

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on Underwriters' behalf.

- (iii) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

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## 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.

## SANCTIONS 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 or United States of America.