

# Child Care Insurance Product Disclosure Statement and Policy

## SUMMARY OF CHANGES

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EFFECTIVE: POLICIES DUE ON OR AFTER 1ST JUNE 2024

# Child Care Insurance Product Disclosure Statement and Policy Summary of Changes

## Introduction

We have updated our Ansvar Child Care Insurance, Product Disclosure Statement and Policy Wording.

This document highlights the key changes made. This document is not exhaustive in addressing general editing to improve or update the language of the policy. It is important to read the new wording so that you understand the cover available to you. If you have any questions these should be directed to your Insurance Broker.

(This Summary of Change Document Is a guide only and does not form part of your policy).

### SUMMARY OF CHANGES REMOVED, UPDATED OR ADDED

#### General Exclusions applicable to all Sections of the policy

- **5. War, confiscation** has been updated
- **10. Sanctions regulation** has been updated

#### Property Protection Section

- New exclusion 17. bushfire, flood, cyclone occurring within 72 hours has been added

#### Business Interruption Section

- Extension **6. Access Prevention by Public Authority** in respect to communicable disease has been updated

#### General Liability section

- Exclusion 21. **Professional Liability** has been updated
- Optional Extension **1. Sexual Abuse "Limit of Liability"** has been updated and replaced with "**Sexual Abuse Cover Limitation**"

#### Professional Indemnity Section

- Definition of **Foster care** has been added
- Exclusion **6. Foster care** has been added
- Exclusion **4. Employer's liability** has been amended
- Automatic Extension **3. Consultants, subcontractors and agents** has been updated

#### Management Liability Section

- Definition of **claim** has been updated to include what "**claim**" does not mean
- Exclusion **3. Employment Liability** has been updated

# Changes to the wording in Detail

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

### Amended General Exclusions

#### 5. War, confiscation

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
- b) Civil war, rebellion, mutiny, civil disturbance or commotion assuming the proportions of or amounting to a popular uprising, military rising, military or usurped power, martial law, insurrection, rebellion or revolution; or
- c) Confiscation, lawful seizure, nationalisation, requisition of, or **damage** to, property by or under the order of any government or public or local authority (other than **damage** caused in the process of preventing or diminishing imminent **damage** covered by this policy to any **insured property**).

#### 10. Sanctions regulation

Notwithstanding any other terms or conditions under this **policy**, **we** shall not be deemed to provide cover or 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 **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, European Union, United Kingdom or United States of America

# Part A: Property and Business Interruption

## PROPERTY PROTECTION SECTION - WHAT DAMAGE IS NOT COVERED

### New Exclusion added

17. bushfire, **flood** (if cover is provided) or a named cyclone which occurs within 72 hours from the commencement date of this **policy** or any endorsement thereto including but not limited to increasing any **declared values** or **limit of liability**.

Such restrictions will not apply where this **policy** commences directly after another insurance policy covering the same property with like coverage expired without a break in cover.

## BUSINESS INTERRUPTION SECTION - EXTENSIONS

### Amended extension

#### 6. Access prevention by public authority

arising from closure or evacuation of the whole or part of the operation due to an order or direction made during the **period of insurance** by a government **authority** or official acting with legislative authority consequent upon:

- a) infectious or contagious disease manifested by any person whilst at the **location**;
- b) vermin or pests or defects in the drains or other sanitary arrangements at the **location**;
- c) injury, illness or disease directly caused by the consumption of food or drink provided on the **location**;
- d) murder or suicide occurring in or at the **location**.

Provided that Extension 6 (a) will not cover **you** for loss resulting from interruption of or interference with **your** operation that directly or indirectly results from or arises out of or in connection with:

- i. a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- ii. any highly pathogenic avian or animal influenza in humans;
- iii. Rabies;
- iv. Cholera;
- v. any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC);
- vi. any pandemic or epidemic as declared as such by the World Health Organization; or

- vii. any disease determined to be a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or human biosecurity emergency' is declared under, the Biosecurity Act 2015 (Cth) as amended from time to time or any disease that is determined, listed or otherwise specified in an equivalent manner under any legislation that either replaces the Biosecurity Act 2015 or has an equivalent object or objects.
- viii. any:
  - mutation of; or
  - fear or threat (actual or perceived) of; or
  - action taken to control or prevent or suppress,the diseases, conditions or circumstances described in this exclusion

## Part B General Liability

### WHAT IS NOT COVERED

#### Amended Exclusion

##### 21. Professional Liability

the rendering of or failure to render professional advice or service by **you** or on **your** behalf or any error or failure to act connected therewith;

Provided that this exclusion shall not apply to:

- a) first aid services provided in connection with **your operations**, by any person employed by **you**, not being a **registered health professional** or **medical practitioner**; or
- b) the extent that cover is provided under Automatic Extension 1 Counselling Services of this **policy**.

### OPTIONAL EXTENSION 1. SEXUAL ABUSE

#### Amended Limit of liability

##### Sexual Abuse Cover Limitation

In respect of **claims** for compensation of **personal injury** for **sexual abuse** made by or on behalf a person who has directly suffered **sexual abuse**:

- a) The maximum amount **we** will pay under this Optional Extension for each and every **claim** shall not exceed the **limit of liability** for **sexual abuse** shown in the **certificate of insurance**;
- b) The maximum total amount we will pay for all **claims** of **sexual abuse** first committed or alleged to have been committed within the **geographic limits** during the **period of insurance** shall not exceed the **limit of liability** for **sexual abuse** shown in the **certificate of insurance**.

In respect of **claims** for **compensation** in respect of **personal injury** for **sexual abuse** made by or on behalf a person who is not a person who has directly suffered **sexual abuse**:

- a) The maximum amount **we** will pay for any one claim is \$500,000;
- b) The maximum total amount we will pay for all **claims** of **sexual abuse** first committed or alleged to have been committed within the **geographic limits** during the **period of insurance** is \$500,000.

## Part C Organisation Liability

### PROFESSIONAL INDEMNITY SECTION - SPECIFIC DEFINITIONS APPLICABLE TO PROFESSIONAL INDEMNITY SECTION

#### New definition added

**foster care** means services to children who cannot live with their birth families where a child is placed in the home of a foster carer or kinship carer or in a voluntary care arrangement.

### PROFESSIONAL INDEMNITY SECTION - WHAT IS NOT COVERED

#### New exclusion added

#### 6. Foster care

All **claims** arising out of **foster care** including but not limited to physical or **sexual abuse** or general neglect or denial of opportunity regarding the emotional, mental and educational development of any person in **foster care**.

#### Amended Exclusion

#### 4. Employer's liability

- a) the death, **bodily injury**, disease or illness of any **insured person** arising out of or in the course of or in respect of their employment; or
- b) a breach of any obligation owed by one **insured person** to another **insured person**.

### PROFESSIONAL INDEMNITY SECTION - AUTOMATIC EXTENSIONS

#### Amended extension

#### 3. Consultants, subcontractors and agents

**We** agree to indemnify **you** in respect of any **claim** otherwise covered under the Section as a result of the conduct of any of your consultants, sub-contractors or agents for which **you** are legally liable in the conduct of the professional activities of **your operations**.

Furthermore, **we** agree to indemnify any such consultant, sub-contractor or agent themselves, provided always that the relevant act, error or failure to act giving rise to the **claim** occurred:

- a) in the course of the conduct, by the consultant, subcontractor or agent, of the professional activities and duties of **your operations** for and on behalf of **you**; and
- b) at the time when the consultant, sub-contractor or agent was under your direct control and supervision.

Provided always that cover as afforded under this automatic extension shall not apply to any **medical practitioner**, midwife or healthcare professional.

## MANAGEMENT LIABILITY SECTION - SPECIFIC DEFINITIONS APPLICABLE TO MANAGEMENT LIABILITY SECTION

### Amended definition

**claim** means:

- a) any writ, summons, application cross **claim**, counter-**claim** or other legal or arbitral proceedings or process, or written demand seeking monetary or non-monetary relief and alleging any **wrongful act**, or **employment practice breach**;
- b) any written notice of any proceedings, investigation or inquiry which may give rise to the imposition of a **penalty**;
- c) any **extradition proceeding** against an **insured person**;
- d) any criminal proceeding.

**Claim** does not mean an action solely for declaratory or injunctive relief where there is no demand for **compensation** or damages and/or the only compensation claimed is for legal costs.

## MANAGEMENT LIABILITY SECTION - WHAT IS NOT COVERED

### Amended Exclusion

#### 3. Employment Liability

Any **claim** by an **employee** arising from:

- a) the employment of the person by **you**; or
- b) any employment dispute; or
- c) any leave, worker's compensation, disability benefits, unemployment benefits, redundancy or severance payments, retirement benefits, social security benefits, superannuation benefits, employee underpayment or any similar employment obligation, other than as provided under Insuring clause 4 – Employment Practices Liability.



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