

# Terms and Conditions

## Who is IMAE?

IMAE Pty Ltd is a group totally committed to service and the fulfilment of our Client's needs. The Group offers a diverse range entitlements and services to all areas of the wider community in all parts of Australia. In arranging this membership, IMAE is acting on your behalf and not as the agent of the insurer. The IMAE Pty Ltd Australian Business Number is 41 619 609 040.

## 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. Lion Underwriting has 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 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 to our insurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in the providing relevant services, for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on the policy and members or agents authorised by you.

Computer systems and support services may be provided to us by companies that may be located overseas as well as companies within or associated with Lion Underwriting group.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to fulfil all entitlements within the IMAE Membership Agreement.

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 please contact the IMAE service team or the Lion Underwriting compliance manager – Unit 34, 17 Cairns Street, Loganholme, QLD, 4129 or (02) 8042-8200.

## Dispute Resolution

We will do everything possible to provide a quality service. However, we recognise that occasionally there may be some aspect of our service or decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact IMAE service team and ask to speak to a resolution specialist.

## **Paying Your Membership Fees**

You must pay your members fee, any adjustments of the member's fee, GST and other amount charged for this membership and any renewal, extension or endorsement to this membership by the due date. If we do not receive the members fee by this date or your payment is dishonoured this membership will not operate and there will be NO cover provided by Lion Underwriting.

## **Our Agreement with You**

This membership is a legal contract between you and IMAE. You pay us the membership fee, and we provide you with the Entitlements as set out in the IMAE Membership Agreement, Occurring during the Period shown on your IMAE Memberships Agreement or any renewal period.

The Membership Terms and Conditions we send You form Your legal contract with IMAE so please keep them in a safe place for future reference.

## **Who Insures You**

The Policy is underwritten by Lion Underwriting ABN 33 604 592 467 AFS License No. 491793. In the insurer's policy they can be called "We", "Us" or "Our".

Lion Underwriting does not pay remuneration to IMAE when we issue, renew or vary a policy. IMAE has arranged or referred to Lion Underwriting, this includes commission(s) and other payments or parts of policy settlements (or payouts). If you require more information, You should ask Lion Underwriting for further details.

## **Excess Fees and Charges**

The Member is liable for payment of all excesses, fees and/or charges related to the insurance from Lion Underwriting including and not limited to claims, information fees and/or processing charges. The Excess is the contribution to a claim that You have to pay. The amount and type of excess You have to pay will be stated in Your Policy Schedule. It is the right of the insurer to refuse to pay a claim until the excess has been paid by You.

The Standard Excess on the Liability policy is \$2,500.00 for Each & Every Claim.

## **Policy Schedules**

If Lion Underwriting issues You with an insurance Policy, You will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to Your cover and should be read together with the IMAE Membership Agreement.

Lion Underwriting Policy Schedule contains exclusions from the policy, it is up to the individual member to ascertain if this policy will provide adequate cover.

If You require further information about this feature, please contact IMAE service department or Lion Underwriting directly.

## **Products Exclusions List**

It is hereby noted and agreed by Underwriters hereon that the policy excludes the following products:

- Pharmaceuticals and medicines (including herbal medicines)
- Cosmetics
- Products intended to be used in connection with the navigation of vehicles, aircraft, or watercraft
- Parts for motor vehicles
- Medical equipment
- Guns and or ammunition
- Fireworks
- Bicycles
- Model aircrafts
- Knives, swords, or spears
- Power tools
- Motorised vehicles
- Animal feeds
- Children's toys
- Second-hand electrical goods

All other terms and conditions remain unaltered.

## **Cancellations of Membership**

This membership may be cancelled at any time at your request in writing, in which case we will retain the membership fee.

We may also cancel this membership by giving you written notice that effect where:

- You or any person who was at any time an acting member on your behalf failed to comply with the duty of utmost good faith;
- The person who was the member at the time this membership was entered into failed to comply with the duty of disclosure;

Our notice of cancellation takes effect at 4:00pm (EST) in the afternoon of the 5 business day after the day notice was given to you, being the earlier of the following times:

- If it is delivered to you by IMAE staff personally
- If it is posted to your address last known to us, three business days after having been posted by us